

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

November 1, 2023
10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Vice-Chairman (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA**23-0734 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Regular Meeting Agenda for separate consideration.

23-0735 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Delta Air Lines Appreciation Day." **(Pitts)**
October 18, 2023

Proclamation recognizing "Jason Ulseth Appreciation Day." **(Thorne)**
October 18, 2023

Proclamation recognizing "Old Rucker Farm Appreciation Day." **(Ellis)**
October 18, 2023

Proclamation recognizing "Sandy Springs Bee City USA Appreciation Day."
(Barrett)
October 18, 2023

Proclamation recognizing "Young Dro Appreciation Day." **(Hall)**
October 18, 2023

Proclamation recognizing "Finding the Flint Appreciation Day." **(Hall)**
October 18, 2023

Proclamation recognizing "The Community Compost Lab Appreciation Day."
(Arrington)
October 18, 2023

Proclamation recognizing "Sir Jose Bright Remembrance Day." **(Abdur-Rahman)**
October 20, 2023

Proclamation recognizing "Atlanta's John Marshall Law School Appreciation Day."
(Abdur-Rahman)
October 20, 2023

Proclamation recognizing "Eagle Scout Aarnav Shankar Appreciation Day."
(Thorne)
October 21, 2023

Proclamation recognizing "Eagle Scout Julian Yelisetty Appreciation Day."
(Thorne)
October 21, 2023

Proclamation recognizing "Eagle Scout Matt Serfontein Appreciation Day."
(Thorne)
October 21, 2023

Proclamation recognizing "Virginia Harris Appreciation Day." **(Abdur-Rahman)**
October 21, 2023

Proclamation recognizing "Anthony Flanagan Remembrance Day."
(Abdur-Rahman)
October 21, 2023

Proclamation recognizing "Jermaine Dupri Appreciation Day." **(Hall)**
October 26, 2023

Proclamation recognizing "Dallas Austin Appreciation Day." **(Hall)**
October 26, 2023

Proclamation recognizing "Black American Music Association Appreciation Day."
(Hall)
October 26, 2023

Proclamation recognizing "Georgia Entertainment Caucus Appreciation Day."
(Hall)
October 26, 2023

Proclamation recognizing "Jazze Pha Appreciation Day." **(Arrington)**
October 26, 2023

Proclamation recognizing "In-Sights Marketing and Promotions Day." **(Arrington)**
October 30, 2023

Proclamation recognizing "The Society Incorporated Appreciation Day." **(Pitts)**
November 5, 2023

Open & Responsible Government

23-0736 Finance

Request approval to renew an existing contract - Finance Department - 21RFP1108C-MH, Financial Advisory Services in the amount not to exceed \$19,500.00 with Raymond James Associates, Inc. (Atlanta, GA.) to provide financial advisory services relative to the County's short term financial borrowing options for 2024. This action exercises the second of two renewal options. No renewal option remains. Effective January 1, 2024 through December 31, 2024.

23-0737 Finance

Request approval to renew an existing contract - Finance Department, 21RFP1026C-MH, Unemployment Services in an amount not to exceed \$6,400.00 with Strategic Cost Control Inc. DBA Corporate Cost Control (Winter Park, FL), to provide unemployment claims administrative services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0738 Finance

Request approval to renew existing contracts - Finance, 21RFP102521C-MH, Property and Casualty Brokerage services in an amount not to exceed \$94,500.00 with Edgewood Partners Insurance Center (EPIC) to provide professional insurance brokerage services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

23-0739 Finance

Request approval to renew an existing contract - Finance Department, 21RFP10251C-MH, Life and Disability Broker Services in an amount not to exceed \$95,000.00 with Benalytics Consulting Group, LLC (Marietta, GA) to provide life and disability broker services. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2024 through December 31, 2024.

23-0740 Finance

Request approval to renew existing contracts - Finance Department, 20RFP110320C-CG, GASB 75 Actuarial Consulting Services in the amount of \$0.00 with The Segal Company (Atlanta, GA) to provide GASB 75 actuarial services. This action exercises the third of four renewal options. One renewal option remains. Effective dates: January 1, 2024, to December 31, 2024.

23-0741 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITBC130948C-GS, Janitorial Supplies and Equipment in an amount not to exceed \$35,000.00 with (B) W. W. Grainger, Inc. (Fairburn, GA) in an amount not to exceed \$15,000.00; (C) HD Supply Facilities Maintenance, formally The Home Depot Pro (Jacksonville, FL) in an amount not to exceed \$15,000.00; (G) SIAK Enterprises, LLC (Lawrenceville, GA) in an amount not to exceed \$5,000.00, to provide janitorial supplies and equipment on an "as needed" basis for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0742 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130533C-GS, Locks, Doors and Hardware Countywide in an amount not to exceed \$90,000.00 with (A) Overhead Door Company of Atlanta dba DH Pace Company, Inc. (Peachtree Corners, GA) in an amount not to exceed \$55,000.00 and (B) Acme Security, Inc. (Smyrna, GA) in an amount not to exceed \$35,000.00, to provide on-site locksmith services to include the installation of new locks and door hardware services for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0743 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138800C-MH, Scrap Metal Removal with M&M Waste Inc. (Atlanta, GA), to provide scrap metal recycling services for Fulton County facilities. This is a revenue generating contract and the anticipated revenue is \$10,579.00 annually. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Health and Human Services**23-0744 Public Works**

Request approval to renew an existing contract - Department of Public Works, 22RFP148596K-BKJ, Airport Planning and Environmental Consulting in the amount of \$125,000.00 with Michael Baker International, Inc. (Norcross, GA) to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Charlie Brown Field. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0745 Behavioral Health and Developmental Disabilities

Request approval to enter into two Memorandums of Understanding (MOUs) between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD), with Sub-recipients for the extended grant award in the amount of \$3,900,000.00 from the U.S. Department of Health & Human Services (Office of the Assistant Secretary for Health). The two MOUs are with (a) the Fulton County Board of Health (FCBOH) in the amended amount of \$812,690.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations, and (b) Morehouse School of Medicine (MSM), in the amount of \$800,000.00 to provide quality improvement activities and program evaluation. The County Attorney is authorized to approve the two MOUs as to form and make necessary changes thereto prior to execution. The MOUs are effective August 1, 2023 through October 1, 2024.

23-0746 Behavioral Health and Developmental Disabilities

Request approval to extend the contract for professional services - Department of Behavioral Health and Developmental Disabilities (DBHDD), RFP#21RFP000026A-CJC, Advancing Health Literacy Grant in the amended amount of \$172,520.00 with The Black Cross Inc (Atlanta, GA) to implement health communication strategies in underserved communities and to form lead and facilitate a community coalition board (CCB) and develop an online Hub as a part of the US Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 grant. 100% grant funded. The original effective dates of the contract were from October 1, 2022 - September 30, 2023. The extension is effective October 1, 2023 to September 30, 2024, with no renewal option.

Infrastructure and Economic Development**23-0747 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 40,242 square feet to Fulton County, a political subdivision of the State of Georgia, from Meritage Homes of Georgia, Inc., for the purpose of constructing the Creekside at Oxford Project at 7255 Hall Road, South Fulton, Georgia 30213.

23-0748 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 10,977 square feet to Fulton County, a political subdivision of the State of Georgia, from Darius D. Barlow, an individual, for the purpose of constructing the Creekside at Oxford Project at 0 Hobgood Road Rear, South Fulton, Georgia 30213.

23-0749 Real Estate and Asset Management

For spreading on meeting minutes. Notice of Lease Non-Renewal/Termination, executed by the County Manager pursuant to the Resolution approved under Agenda Item #21-0052, adopted on January 20, 2021, of that certain Master Lease Agreement for Facilities between Fulton County, as Lessee, and MK Management Company, Inc., as Agent for David L. Kuniansky, Douglas S. Kuniansky and Amy Kuniansky Smith, collectively Lessor, for property located at 1365 English Street, NW, Atlanta, Georgia. Effective December 31, 2023. No additional financial outlays or payments are required for this non-renewal/termination.

23-0750 Real Estate and Asset Management

For spreading on meeting minutes. Notice of Lease Non-Renewal/Termination, executed by the County Manager pursuant to the Resolution approved under Agenda Item #21-0052, adopted on January 20, 2021, of that certain Sixth Amendment to Lease Agreement between Fulton County, a political subdivision of the State of Georgia, as Lessee, and Cobalt Industrial REIT, a Texas real estate investment trust, as Lessor, for property located at 3025 Commerce Way, Atlanta, Georgia. Effective December 31, 2023. A payment of \$4,193.33 for unamortized buildout expenses was required to be paid with this non-renewal/termination.

23-0751 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 2,054 square feet to Fulton County, a political subdivision of the State of Georgia, from Six Twenty Eight Ventures, LLC., for the purpose of constructing the 381 Canton Street Project at 381 Canton Street, Alpharetta, Georgia 30009.

Justice and Safety**23-0752 Police**

Request approval to renew existing contracts - 23ITBC138578B-RT - Uniforms, Footwear, and Duty in the amount \$99,000.00 with Smyrna Police Distributors (Smyrna, GA) to provide Uniforms, Footwear and Duty Gear for police personnel. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024 through December 31, 2024.

REGULAR MEETING AGENDA**23-0753 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

23-0754 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, October 4, 2023

Recess Meeting Post Agenda Minutes, October 18, 2023

23-0755 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "North Fulton Chamber of Commerce Appreciation Day." (Ellis)

Proclamation recognizing "In-Sights Marketing and Promotions Day." (Arrington)

Proclamation recognizing "The Kings Exhibition Appreciation Day." (Arrington)

Proclamation recognizing "The Book Bank Foundation Appreciation Day." (Arrington)

Proclamation recognizing "Damion Crazy Legs Hall Appreciation Day." (Arrington)

Proclamation recognizing "D. Anthony Johnson Appreciation Day." (Arrington)

Proclamation recognizing "Estravious Gibson Appreciation Day." (Arrington)

Proclamation recognizing "Darius Positive K Gibson Appreciation Day." (Arrington)

Proclamation recognizing “David Branch Appreciation Day.” **(Arrington)**

Proclamation recognizing “Paradise Gray Appreciation Day.” **(Arrington)**

Proclamation recognizing “Prime Minister Pete Nice Appreciation Day.” **(Arrington)**

Proclamation recognizing “Rick Mathis Appreciation Day.” **(Arrington)**

Proclamation recognizing “Greg GVisuals Williams Appreciation Day.” **(Arrington)**

Proclamation recognizing “Gregory Greg Street Polk Appreciation Day.”
(Arrington)

Proclamation recognizing “Runaway and Homeless Youth Prevention Month.”
(Arrington)

Proclamation recognizing “Officer Jimmy Durden Appreciation Day.”
(Abdur-Rahman)

Proclamation recognizing “Jennifer Holliday Appreciation Day.” **(Abdur-Rahman)**

Proclamation recognizing “Morse Diggs Appreciation Day.” **(Abdur-Rahman)**

Proclamation recognizing “Matthew Kallmyer Appreciation Day.” **(Abdur-Rahman)**

PUBLIC HEARINGS**23-0756 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting. In the event the 30-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S RENEWAL ACTION ITEMS**Open & Responsible Government****23-0757 Finance**

Request approval to renew an existing contract - Finance Department, 22RFP092722C-MH, Healthcare Benefits Consulting Services in an amount not to exceed \$400,000.00 with The Segal Company (Southeast), Inc. (d/b/a Segal) to provide professional healthcare benefit consulting services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0758 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22RFP135756C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in a total amount not to exceed \$2,251,772.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in an amount not to exceed \$885,528.00; and (B) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$1,366,244.00, to provide the highest quality janitorial services for Government Center Complex and Justice Center Facilities for Fulton County. This action exercises first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Health and Human Services**23-0759 Public Works**

Request approval to renew an existing contract - Department of Public Works, 21ITB000019A-CJC, Water Meter Reading in an amount not to exceed \$404,270.88 with Bermex, Inc. (Stow, OH) to provide water meter reading services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0760 Public Works

Request approval to renew an existing contract - Department of Public Works, 21ITB000014A-CJC, Sanitary Sewer Easement Maintenance in the amount of \$871,732.29 with Opterra Solutions, Inc., (Conyers, GA) to provide sanitary sewer easement maintenance in both North and South Fulton service areas. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0761 Public Works

Request approval to renew an existing contract - Department of Public Works, 23ITB137397A-KM, Sewer System Cleaning, and Manhole Camera Inspection Services in an amount not to exceed \$550,000.00 with Woolpert, Inc. (Atlanta, GA) to provide sewer system cleaning and manhole camera inspection services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0762 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITBC074A-JWT, Corporation Stops and Brass Fittings in the amount of \$412,683.51 Delta Municipal Supply Company (Lawrenceville, GA) to provide corporation stops and brass fittings. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0763 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITBC089A-JWT, Manholes, Frames, Grates, and Accessories, in an amount not to exceed \$360,742.45 with Ferguson Waterworks (Norcross, GA), to provide manholes, frames, grates, and accessories. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0764 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITB076A-JWT, Water Meter Testing and Repairs, in the amount of \$354,260.00 with Reed and Shows Meter Solutions (Carrollton, GA), to provide water meter testing and repairs. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

23-0765 Senior Services

Request approval to renew an existing contract - Department of Senior Services, 21ITB000028ACJC, Indigent Burial in an amount not to exceed \$502,067.00 with Mutual Meadows Inc. (Peachtree Corners, GA), to provide dignified professional burial services as a last resort for any deceased person declared indigent or unclaimed Fulton County resident if the death occurred within Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective January 1, 2024 through December 31, 2024.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****23-0766 Finance**

2024 Budget Development Update.

23-0767 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138778C-MH, Boiler Inspection and Preventive Maintenance Services in the amount of \$100,000.00, with Daikin Applied Americas, Inc. (Marietta, GA), to provide standby on-site boiler inspection and preventive maintenance services for 27 boilers located within selected Fulton County facilities on an "as needed" basis. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

23-0768 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, Bid#23ITB138304C-JNJ, Standby Fencing Installation and Repair in the amount of \$200,000.00 with Allied Fence Company, Inc. (Mableton, GA) to provide standby fencing installation and repair on an "as needed" basis for Fulton County. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

23-0769 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners, Public Sector Contract #16154, Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in the amount of \$200,000.00 with Home Depot, Inc. (Atlanta, GA), to purchase building/roofing materials, hardware, tools, paint, electrical and related items in support of DREAM Building Construction and Facilities Maintenance Divisions and other Countywide Departments. Effective January 1, 2024, through December 31, 2024.

23-0770 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21ITB1302418C-CG, Standby Plumbing Repair Services in the total amount not to exceed \$46,328.00, with (A) Liquid Services & Logistic, LLC (Atlanta, GA) in an amount not to exceed \$34,500.00, to provide replacement and installation of approximately 50 ft. of cast iron pipe on a sewer line and cut open for the removal of concrete and replace up to an approximately 10 ft. section of sewer line, and then install all new pipe and fittings at the DA Pearson facility; and (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in an amount not to exceed \$11,828.00, to provide repair to a broken 4-inch line and repair PVC to a cast iron transition, and concrete removal/replacement of 6 ft. area and final clean-up at the HJC Bowden Senior Multipurpose Center. Effective upon BOC approval.

23-0771 Real Estate and Asset Management

Request approval to utilize cooperative purchasing contract - Department of Real Estate and Asset Management, OMNIA Partners Contract #R200401, Turnkey Replacement and Installation of HVAC Equipment, in an amount not to exceed \$242,347.83 with Daikin Applied Americas, Inc. (Marietta, GA), for demolition and removal of 15 total existing Carrier RTUs; installation of 15 new Daikin Package RTUs at the Auburn Neighborhood Senior Center and Neighborhood Union Health Center; and the installation of 2 new Daikin Mini Split HVAC systems at the Adamsville Health Center. Effective upon issuance of Notice to Proceed for 10 months or completion of replacement/installation project as determined by Fulton County. This is a one-time procurement.

23-0772 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21ITBC130825C-MH, Plumbing Supplies and Related Items in the total amount of \$22,500.00 with (C) H D Supply Facilities Maintenance LTD FKA Home Depot Pro formerly Interline Brands (Jacksonville, FL) in the amount of \$3,750.00; (F) Total Maintenance Solutions South (Taylors, SC) in the amount of \$15,000.00 and (G) WW Grainger (Norcross, GA) in the amount of \$3,750.00, to provide plumbing supplies and related items for Fulton County facilities until year end. Effective upon BOC approval.

23-0773 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21ITB131067C-GS, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide in an amount not to exceed \$57,464.00 with Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc. (Atlanta, GA) to cover the costs to complete the on-going replacement/emergency repair projects for on-site door repair services at several Fulton County facilities for FY2023. Effective upon BOC approval.

23-0774 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITBC132961C-MH, HVAC Equipment and Parts in the total amount of \$7,500.00 with: (A) F. M. Shelton, Inc. (Atlanta, GA) in the amount of \$3,750.00; and (B) HD Supply Facilities Maintenance, LTD FKA Home Depot Pro (Jacksonville, FL) in the amount of \$3,750.00, to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities until year end. Effective upon BOC approval.

23-0775 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in an amount not to exceed \$7,500.00 with (A) E. Sam Jones - Distributor, Inc. (Atlanta, GA) in an amount not to exceed \$3,750.00, (B) Voss Electric Company (Marietta, GA) in an amount not to exceed \$3,750.00, to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County facilities and parking lots through December 31, 2023. Effective upon BOC approval.

23-0776 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 20ITB125775C-CG, Electrical On Call Maintenance Services Countywide in the total amount of \$43,000.00 with (A) Capital City Electrical Services, Inc. (Norcross, GA), to provide immediate replacement and installation of damaged and malfunctioning electrical equipment at three Fulton County facilities: Dorothy Benson Senior Multipurpose Center, Central Maintenance Facility, and the North Fulton Customer Service Center. Effective upon BOC approval.

23-0777 Finance

Request approval of a recommended proposal - Finance Department, 23RFP060923C-MH Printing & Mailing Water and Sewer Bills in an amount not to exceed \$395,600.00 with Dove Mailing Inc. (Atlanta, GA) to provide printing and mailing of Fulton County water and sewer bills effective January 1, 2024 through December 31, 2024, with two renewal options.

23-0778 **Real Estate and Asset Management**

Request approval to amend an existing contract - Department of Real Estate and Asset Management, Bid#21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H, & I) in an amount not to exceed \$18,259.33 with (C) American Facility Services, Inc. (Alpharetta, GA); to add the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard, NW, Atlanta, GA 30318 to the existing contract Group I (North & South Service Centers) and assume the janitorial services responsibilities according to the terms and conditions of the contract. Effective dates: November 1, 2023 through December 31, 2023.

23-0779 **Purchasing and Contract Compliance**

Request approval to increase the spending authority in an amount not to exceed \$1,646,735.00 with A & A All County Monitoring Services, Inc. (Lawrenceville, GA) to continue to provide electronic (ankle) monitoring and services for defendants eligible to be released pursuant to the electronic pretrial release and monitoring program. Effective upon BOC approval.

23-0780 **Real Estate and Asset Management**

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 17RFP107111K-EC, Project Management Team Services in an amount not to exceed \$756,937.67, with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3 - a joint venture), to continue to provide project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs for an additional 12month period. Effective dates: January 1, 2024, through December 31, 2024.

23-0781 **Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC 99999-SPD0000154-0001, Facility Maintenance Solutions in an amount not to exceed \$128,792.10 with CGL Facility Management, LLC (Fayetteville, GA) to provide facility maintenance services for the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard, NW, Atlanta, GA 30318. Effective dates November 1, 2023 - December 31, 2023.

Health and Human Services**23-0782** **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek, GA for water main relocations associated with the road widening improvements to Jones Bridge Road from Waters Road to Morton Road in the City of Johns Creek, GA, in the amount of \$3,736,760.00.

23-0783 Public Works

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation for the relocation of water facilities associated with the widening of State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton County, Georgia. The project (P.I. No-0007838) involves the relocation of 22,000 linear feet of 8, 10, 12, and 18-inch water lines with appurtenances within Fulton County at an estimated cost of \$5,391,245.87.

23-0784 Public Works

Request approval of a recommended proposal - Department of Public Works, 23RFP139483K-DB, TSPLOST Program Management Services in the amount not to exceed \$118,000.00 with Goodwyn Mills Cawood, LLC. (GMC), program management services in the execution of the Transportation Special Purpose Local Option Sales Tax (TSPLOST). Effective January 1, 2024 through December 31, 2024 with two (2) one (1) year renewal options.

Justice and Safety**23-0785 Emergency Management**

Request approval of recommended proposal - Fulton County Animal Services, 23RFP052223C-MH, in an amount not to exceed \$9,080,000.00 with Lifeline Animal Project, Inc (Avondale Estates, GA) to provide animal control services (shelter operations as well as field services) that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City effective January 1, 2024 through December 31, 2024, with four renewal options.

23-0786 Emergency Management

Request approval to increase the spending authority - Fulton County Animal Service, 17RFP08092017C-BKJ, Animal Control Services with LifeLine Animal Project, Inc. (Avondale Estates, GA) in an amount not to exceed \$300,000.00 to include the transition and move to the new Fulton County Animal Services Facility. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**23-0727 Board of Commissioners**

Request approval of a Resolution urging the Georgia Governor and the General Assembly of the State of Georgia to continue efforts to reform and improve Mental Health Services for the citizens of Georgia; and for other related purposes.
(Arrington) (HELD ON 10/18/23)

23-0787 Board of Commissioners

Request approval of a Resolution to reduce the number of Fulton County Commission Board Appointees to the North Fulton Community Improvement District Board in order to be in compliance with State and Local Law; and for other purposes. **(Barrett)**

23-0788 Board of Commissioners

Request approval of a Resolution consenting to and ratifying the use of Fulton County AD Valorem Property Tax Increment for two projects located in Westside Tax Allocation Bond District Number 1 - Atlanta/Westside. **(Barrett)**

23-0789 Board of Commissioners

Request approval of an Intergovernmental Agreement (IGA) for the provision of Pre-Arrest Diversion and Continuum of Resource Building Services between Fulton County, Georgia and Atlanta, Georgia. The County Attorney is authorized to approve the IGA as to form and to make changes thereto prior to execution. **(Abdur-Rahman)**

Commissioners' Full Board Appointments**23-0790 Board of Commissioners**

FULTON-ATLANTA LAND BANK AUTHORITY

The Authority is governed by a board of directors comprised of an odd number of individual representatives- with no fewer than five (5) or more than eleven (11), hereinafter the "Board". Initially, the Board shall consist of seven (7) representatives comprised of: (A) four (4) appointed by the Mayor of the City of Atlanta and (B) three (3) appointed by the Fulton County Board of Commissioners.

Term = 4 years

Term below expired: 8/7/2023

Calvin Brock **(BOC/Abdur-Rahman)**

Commissioner Abdur-Rahman has nominated Kenneth "Chris" Haider-Bardill for a Full Board appointment to a term ending August 7, 2027.

**23-0791 Board of Commissioners
HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE)**

Term = 4 years, staggered

Terms below expire: 4/1/2024

Anthony J. Salvatore (Position #1)

Dr. Thomas W. Gable (Position #2) **(Vacant)**

Thomas Hills (Position #3)

The Board of Trustees of the Hospital Authority of Fulton County (Northside) appointed Kenneth Kupke, M.D. (Position #2), to fill the unexpired term of Dr. Thomas Gable for a term ending April 1, 2024, in accordance with a slate of names submitted by the Board of Commissioners at its May 17, 2023, Recess Meeting.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

23-0792 External Affairs
Presentation: The 2024 State Legislative Agenda.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0793 Board of Commissioners
Discussion: Inmate Welfare Fund **(Ellis)**

23-0794 Board of Commissioners
Discussion: Financial implications of decision to extend ORCA position hiring through the end of 2023. **(Pitts)**

EXECUTIVE SESSION

23-0795 Board of Commissioners
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0735

Meeting Date: 11/1/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Delta Air Lines Appreciation Day." **(Pitts)**
October 18, 2023

Proclamation recognizing "Jason Ulseth Appreciation Day." **(Thorne)**
October 18, 2023

Proclamation recognizing "Old Rucker Farm Appreciation Day." **(Ellis)**
October 18, 2023

Proclamation recognizing "Sandy Springs Bee City USA Appreciation Day." **(Barrett)**
October 18, 2023

Proclamation recognizing "Young Dro Appreciation Day." **(Hall)**
October 18, 2023

Proclamation recognizing "Finding the Flint Appreciation Day." **(Hall)**
October 18, 2023

Proclamation recognizing "The Community Compost Lab Appreciation Day." **(Arrington)**
October 18, 2023

Proclamation recognizing "Sir Jose Bright Remembrance Day." **(Abdur-Rahman)**
October 20, 2023

Proclamation recognizing "Atlanta's John Marshall Law School Appreciation Day." **(Abdur-Rahman)**
October 20, 2023

Proclamation recognizing "Eagle Scout Aarnav Shankar Appreciation Day." **(Thorne)**
October 21, 2023

Proclamation recognizing "Eagle Scout Julian Yelisetty Appreciation Day." **(Thorne)**
October 21, 2023

Proclamation recognizing "Eagle Scout Matt Serfontein Appreciation Day." **(Thorne)**
October 21, 2023

Proclamation recognizing "Virginia Harris Appreciation Day." **(Abdur-Rahman)**
October 21, 2023

Proclamation recognizing "Anthony Flanagan Remembrance Day." **(Abdur-Rahman)**
October 21, 2023

Proclamation recognizing "Jermaine Dupri Appreciation Day." **(Hall)**
October 26, 2023

Proclamation recognizing "Dallas Austin Appreciation Day." **(Hall)**
October 26, 2023

Proclamation recognizing "Black American Music Association Appreciation Day." **(Hall)**
October 26, 2023

Proclamation recognizing "Georgia Entertainment Caucus Appreciation Day." **(Hall)**
October 26, 2023

Proclamation recognizing "Jazze Pha Appreciation Day." **(Arrington)**
October 26, 2023

Proclamation recognizing "In-Sights Marketing and Promotions Day." **(Arrington)**
October 30, 2023

Proclamation recognizing "The Society Incorporated Appreciation Day." **(Pitts)**
November 5, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0736

Meeting Date: 11/1/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Finance Department - 21RFP1108C-MH, Financial Advisory Services in the amount not to exceed \$19,500.00 with Raymond James Associates, Inc. (Atlanta, GA.) to provide financial advisory services relative to the County's short term financial borrowing options for 2024. This action exercises the second of two renewal options. No renewal option remains. Effective January 1, 2024 through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- | | |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: Provide financial advisory services involving the County's short-term borrowing needs for 2024 and as other financial advisory services as deemed necessary and mutually agreed upon at hourly rates.

Community Impact: This ensures the County is using best financial practices to fund operational

cash flow needs for 2024.

Department Recommendation: Recommend approval

Project Implications: Employing financial advisors provides professional guidance and evaluation of financing options available to the County for 2024 cash flow needs.

Community Issues/Concerns: None noted

Department Issues/Concerns: None noted

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-1028	12/15/2021	\$19,500.00
1st Renewal	23-0028	1/18/2023	\$19,500.00
2nd Renewal			\$19,500.00
Total Revised Amount			\$58,500.00

Contract & Compliance Information (Provide Contractor and Subcontractor details.)

Contract Value: \$19,500.00

Prime Vendor: Raymond James & Associates

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$19,500.00 or 100.00%

Total Contract Value: \$19,500.00 or 100.00%

Total Certified Value: \$-0-

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Exhibit 1: Contract Renewal Form

Exhibit 2: Contractor's Performance Report

Exhibit 3: Contractor Renewal Evaluation Form

Contact Information (Type Name, Title, Agency and Phone)

Hakeem Oshikoya, Finance Director, 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$19,500.00
Previous Adjustments: \$19,500.00
This Request: \$19,500.00
TOTAL: \$58,500.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-999-D100-1609 General Fund, Non-Agency, Tax Anticipation Note Expense, \$19,500.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start:
7/1/2022**Report Period End:**
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: 21RFP1108C-MH

BID/RFP# TITLE: Financial Advisory Services

ORIGINAL APPROVAL DATE: December 15, 2021 (BOC item 21-1028)

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: none remaining after this renewal

RENEWAL AMOUNT: \$ 19,500

COMPANY'S NAME: Raymond James and Associates, Inc.

ADDRESS: 3050 Peachtree Road, Suite 702

CITY: Atlanta

STATE: GA

ZIP: 30305

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**[Insert name]
[Insert title]**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Hakeem Oshikoya, Finance Director
Finance Department**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 13, 2023
Department:	FINANCE
Contract Number:	21RFP1108C-MH
Contract Title:	Financial Advisory Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The contract approved 12/15/2021 agenda item 21-1028 is for financial advisory services involving the County's annual short term borrowing options. This item was bid out via RFP.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ **Internet search of pricing for same product or service:**

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

Item was procured in late 2021 via Purchasing using an RFP process.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$19,500

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	Click here to enter a date.
Price paid: \$19,500	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price: \$19,500	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

The contract approved price was \$19,500 for 2023. The fee remains at \$19.500 for fiscal year 2024

5. Is this a seasonal item or service? ☒ Yes ☐ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

The Finance department relies on financial advisory services to evaluate current market conditions, options, and other regulatory financing requirements for short term borrowing considerations on an annual basis. This ensures the County's borrowing utilizes best practices to fund operations needs throughout 2024.

Ray Turner	September 13, 2023
<hr/> Prepared by	<hr/> Date
Hakeem Oshikoya	September 13, 2023
<hr/> Department Head	<hr/> Date

Performance Evaluation Details

ID	E2
Project	Financial Advisory Services
Project Number	21RFP1108C-MH
Supplier	Raymond James & Associates, Inc.
Supplier Project Contact	TOM OWENS (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2022 to 06/30/2023
Effective Date	09/13/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/13/2023 12:49 PM EDT
Completion Date	09/13/2023 12:49 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Tom Owens does a great job with the overall process for the County's Tax Anticipation note, from evaluations as to financing vehicle, timing, and interactions with other vendors and professionals.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Tom provides a timeline early in the process and is great at notifying all of upcoming task deadlines.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Always very responsive to County questions, inquiries and provides solid information.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0737

Meeting Date: 11/1/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Finance Department, 21RFP1026C-MH, Unemployment Services in an amount not to exceed \$6,400.00 with Strategic Cost Control Inc. DBA Corporate Cost Control (Winter Park, FL), to provide unemployment claims administrative services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: This contract provides comprehensive unemployment administration. Services include; claims handling, hearings management and representation, handling appeals with the Georgia Department of Labor, verification of quarterly benefits charges, recording keeping and reporting.

Community Impact: None

Department Recommendation: Recommend approval

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-1027	15/15/21	\$6,400.00
1st Renewal	22-0609	9/7/22	\$6,400.00
2nd Renewal			\$6,400.00
Total Revised Amount			\$19,200.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$6,400.00

Prime Vendor: Strategic Cost Control Inc. DBA Corporate Cost Control

Prime Status: Non-Minority

Location: Winter Park, FL

County: Orange County

Prime Value: \$6,400.00 or 100.00%

Total Contract Value: \$6,400.00 or 100.00%

Total Certified Value: \$-0-

Exhibits Attached

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contractor Vendor Performance

Exhibit 3: Contractor Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Hakeem Oshikoya, Finance Director 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$6,400.00
Previous Adjustments: \$6,400.00
This Request: \$6,400.00
TOTAL: \$19,200.00

Grant Information Summary

Amount Requested: [Click here to enter text.](#) ☐ Cash
Match Required: [Click here to enter text.](#) ☐ In-Kind
Start Date: [Click here to enter text.](#) ☐ Approval to Award
End Date: [Click here to enter text.](#) ☐ Apply & Accept
Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source**Funding Line 1:**

725-999-P001-1160: Risk Management Fund, Non-Agency, Professional services,

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: 2 2

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2023
Report Period End: 6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL

DEPARTMENT: Finance

BID/RFP# DESCRIPTION: Unemployment Services

BID/RFP# NUMBER: RFP #21RFP1026C-MH

ORIGINAL APPROVAL DATE: December 15, 2021

RENEWAL PERIOD: FROM: January 1, 2024 THROUGH December 31, 2024

RENEWAL OPTION #: Two of Two

NUMBER OF RENEWAL OPTIONS: none remaining

RENEWAL AMOUNT: \$6,400.00

COMPANY'S NAME: Strategic Cost Control Inc. DBA Corporate Cost Control

ADDRESS: 201 N New York Avenue, Ste. 201

CITY: Winter Park

STATE: Florida

ZIP: 32789

SIGNATURES: SEE NEXT PAGE

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE:_____ BOC NUMBER:_____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

STRATEGIC COST CONTROL INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

PRINT NAME
(CEO, President, Vice President)

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Hakeem Oshikoya. Finance Director
Finance

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E5
Project	UNEMPLOYMENT INSURANCE SERVICES
Project Number	21RFP1026C-MH
Supplier	Corporate Cost Control
Supplier Project Contact	Cynthia Keaton (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	07/10/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:17 AM EDT
Completion Date	07/10/2023 11:17 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	September 15, 2023
Department:	FINANCE
Contract Number:	#21RFP1026C-MH
Contract Title:	Unemployment Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

A formal procurement was done to solicit the most qualified vendors at the best price for plan year beginning 1/1/2022. There will be no increase to the contract amount for 2024

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

The analysis that was done include a formal Request for Proposal effective 1/1/2022 to solicit qualified vendors at the most competitive price.

☐ Internet search of pricing for same product or service:

Date of search:	RFP Review Process
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

The actual expenditure for fiscal year 2022 was \$6,400.00.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

The technical expertise, staffing levels and resources do not exist in-house to handle this type services.

7. What would be the impact on your department if this contract was not approved?

Technical expertise needed does not exist in house. Potential impacts include but are not limited to: Inability to administer claims determination; hearings management and representation; handling appeals with the Georgia Department of Labor; verification of quarterly benefits charges; recording keeping and reporting for active employees.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0738

Meeting Date: 11/1/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - Finance, 21RFP102521C-MH, Property and Casualty Brokerage services in an amount not to exceed \$94,500.00 with Edgewood Partners Insurance Center (EPIC) to provide professional insurance brokerage services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024 through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Choose an item.

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Provide professional insurance brokerage services to include but not limited to marketing/placement of insurance coverages, public official bonds, claim advocate services, generating certificate of insurance and insurance consulting services.

Community Impact: Maintain effective insurance coverages for County operations.

Department Recommendation: Recommend approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0052	1/19/2022	\$94,500.00
1st Renewal	23-0182	3/1/2023	\$94,500.00
2 nd Renewal			\$94,500.00
Total Revised Amount			\$283,500.00

Contract & Compliance Information (Provide Contractor and Subcontractor details.)

Contract Value: \$94,500.00

Prime Vendor: Edgewood Partners Insurance Center (EPIC)

Prime Status: Non-Minority

Location: Duluth, GA

County: Gwinnett County

Prime Value: \$94,500.00 or 100.00%

Total Contract Value: \$94,500.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Contact Information (Type Name, Title, Agency and Phone)

Click or tap here to enter text.

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$94,500.00
Previous Adjustments: \$94,500.00
This Request: \$94,500.00
TOTAL: \$283,500.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

725-999-P001-1243 Risk Management Fund, Non-Agency, Claims

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: **Report Period End:**



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: 21RFP102521C-MH

BID/RFP# TITLE: Property and Casualty Broker Services

ORIGINAL APPROVAL DATE: Jan 19, 2022 BOC item 22-0052

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: none remaining

RENEWAL AMOUNT: \$ 94,500

COMPANY'S NAME: Edgewood Partners Insurance Centers, Inc.

ADDRESS: 2405 Satellite Blvd, Suite 200

CITY: Duluth

STATE: GA

ZIP: 30096-5808

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

[Insert Department Head Name & Title]
[Insert User Department Name]

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 13, 2023
Department:	Finance
Contract Number:	21RFP102521C-MH
Contract Title:	Property and Casualty Broker Services (Insurance, Surety Bonds and OCIP)

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The County bid this service out in late 2021, approved the bid on January 19, 2022, item 2022-0052. No cost escalation per item has been experienced with this contract. The County has an extensive Insurance (Property & Casualty) Program. The procurement of insurance policies requires the use of a licensed Broker-of-Record, to gain access to a broad range of direct and surplus lines insurance markets (domestic and international). The Broker-of-Record must be a Licensed Insurance Agent/Broker, with a firm licensed to write underwrite insurance policies in the State of Georgia. The scope of services in this contract also includes providing consultation on Owner Controlled Insurance Program (OCIP), dedicated to the consolidation of insurance coverages, issuance of certificates of insurance and claims administration regarding the Capital Improvement Program - Library Construction projects. The Broker is also responsible for placement of the County's Public Official, Blanket/Schedule as well as bonds for the Courts.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

☐ Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.

Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

During the selection process in 2021, this firm (EPIC) was selected as the lowest responsive bidder. Additionally, due to the specialization required for OCIP Administration component, only a few qualified firms submit proposals for these services. A "Bundled" Insurance/ OCIP program platform was used in order to obtain cost effective quotes.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$63,000 has been spent as of August 31, 2023. the balance of the purchase order of \$94,500 is expected to be paid by year end.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	2022
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

The fees proposed for 2024 remain at \$94,500 consistent with 2022 and 2023

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

We will be unable to renew our policies to include property, crime, cyber, pollution, arts, bonds, excess work comp, airport/pilot insurance

Performance Evaluation

Project Details

Notification Email	Default
Additional Recipients	N/A
Include notification issuer as an additional recipient	N/A
Project Name	Property and Casualty Broker Services
Project Number	21RFP102521C-MH
Supplier	Edgewood Partners Insurance Center
Supplier Project Contact	LaToya Cotton (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	10/05/2023

Performance Evaluation Details

ID	E6
Evaluation Score	94
Evaluation Type	Formal
Publication Date	10/05/2023 11:27 AM EDT
Published By	Latoya Belgrave-Green

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0739

Meeting Date: 11/1/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Finance Department, 21RFP10251C-MH, Life and Disability Broker Services in an amount not to exceed \$95,000.00 with Benalytics Consulting Group, LLC (Marietta, GA) to provide life and disability broker services. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2024 through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: This contract will provide professional insurance brokerage services to include but not limited to the marketing/placement of life & disability, voluntary benefits insurance coverages, claim advocate services, and related insurance/program consulting services.

Community Impact: None

Department Recommendation: Recommends approval

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0320	5/4/2022	\$95,000.00
1st Renewal	23-0182	3/1/2023	\$95,000.00
2nd Renewal			\$95,000.00
Total Revised Amount			\$285,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$95,000.00

Prime Vendor: Benalytics Consulting Group, LLC
Prime Status: African American Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Prime Value: \$95,000.00 or 100.00%

Total Contract Value: \$95,000.00 or 100.00%

Total Certified Value: \$95,000.00 or 100.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contractor Renewal Evaluation Form

Exhibit 3: Vendor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Hakeem Oshikoya, Finance Director, 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$95,000.00
Previous Adjustments: \$95,000.00
This Request: \$95,000.00
TOTAL: \$285,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

725-999-P001-1243: Risk Management fund, Non-Agency, Claims

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 2 2

Overall Contractor Performance Rating: 88**Would you select/recommend this vendor again?**

Yes

Report Period Start:
4/1/2023**Report Period End:**
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: FINANCE

BID/RFP# NUMBER: 21RFP10251C-MH

BID/RFP# TITLE: LIFE AND DISABILITY BROKER SERVICES

ORIGINAL APPROVAL DATE: 5/4/2022

RENEWAL EFFECTIVE DATES: 1/12/2024 – 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$95,000.00

COMPANY'S NAME: BENALYTICS CONSULTING GROUP LLC

ADDRESS: 2110 NEWMARKET PARKWAY SE, SUITE 200

CITY: MARIETTA

STATE: GA

ZIP: 30067

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

**BENALYTICS CONSULTING GROUP
LLC.**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Charles Atkinson
Managing Principal**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Hakeem Oshikoya, Finance Director
Finance**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Contract Renewal Evaluation Form

Date:	September 13, 2023
Department:	FINANCE
Contract Number:	RFP 21RFP10251C-MH
Contract Title:	Life and Disability Broker Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

A formal procurement was done to solicit the most qualified vendors at the best price for the 2022 plan year. There will be no increase to the contract amount for 2023.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

The analysis that was done include a formal Request for Proposal effective 2022 to solicit qualified vendors at the most effective price.

☐ Internet search of pricing for same product or service:

Date of search:	RFP Review Process
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

The actual expenditure for fiscal 2022 was the contract amount of \$95,000, \$41,166 paid to date in 2023 but expected to be the full contract amount.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

The technical expertise, staffing levels and resources do not exist in-house to handle this type services.

7. What would be the impact on your department if this contract was not approved?

Inability to obtain professional insurance brokerage services to include but not limited to the marketing/placement of life & disability, voluntary benefits insurance coverages, claim advocate services, and related insurance/program consulting services for employees life and disability benefits.

Performance Evaluation Details

ID	E5
Project	LIFE AND DISABILITY BROKER SERVICES
Project Number	21RFP10251C-MH
Supplier	Benalytics Consulting Group, LLC
Supplier Project Contact	Charles Atkinson (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	07/10/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:14 AM EDT
Completion Date	07/10/2023 11:14 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0740

Meeting Date: 11/1/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - Finance Department, 20RFP110320C-CG, GASB 75 Actuarial Consulting Services in the amount of \$0.00 with The Segal Company (Atlanta, GA) to provide GASB 75 actuarial services. This action exercises the third of four renewal options. One renewal option remains. Effective dates: January 1, 2024, to December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: Finance recommends approval of this contract, which provides actuarial services to comply with the Governmental Accounting Standards Board which oversees accounting principles applicable to all state and local governments in the United States. Standard No. 75 requires a biennial actuarial analysis of Fulton County's offer of health care and life insurance to eligible retired employees. In order to ensure the County continues to receive unmodified audit opinions, the County would disclose this updated actuarially determined information in the annual audited financial

statements. Fiscal 2024 is the “off” year, which does not require analysis of the other post-employment benefits as of 12/31/23, but utilizes the FY 2022 analysis, and therefore does not require additional funding or payment, but requires renewal to maintain active status for the contract.

Community Impact: None

Department Recommendation: Recommend approval

Project Implications: Ensures the County maintains a active contract for compliance with GASB actuarial standards reporting.

Community Issues/Concerns: None noted

Department Issues/Concerns: None noted

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0164	3/3/2021	\$25,000.00
1st Renewal	21-0991	12/15/2021	\$0.00
2 nd Renewal	22-0842	11/16/2022	\$26,000.00
3rd Renewal			\$0.00
Total Revised Amount			\$51,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$0.00

Prime Vendor: The Segal Company, Inc.

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$0.00 or 0.00%

Total Contract Value: \$0.00 or 0.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Vendor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Meeting Date: 11/1/2023

Contract Attached

Previous Contracts

Total Contract Value

Grant Information Summary

Fiscal Impact / Funding Source

100-999-S200-1226: General fund, Non-agency, Audit-Financial special

Overall Contractor Performance Rating: 76

Report Period Start: 1/1/2023	Report Period End: 6/30/2023
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Agenda Item No.: 23-0740

Meeting Date: 11/1/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: 20RFP110320C-CG

BID/RFP# TITLE: GASB 75 Actuarial Services

ORIGINAL APPROVAL DATE: March 3, 2021, agenda item 21-0164

EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 1 remaining

RENEWAL AMOUNT: \$ 0

COMPANY'S NAME: The Segal Company

ADDRESS: 2018 Powers Ferry Road, Suite 850

CITY: Atlanta

STATE: GA

ZIP: 30339

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**[Insert name]
[Insert title]**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**[Insert Department Head Name & Title]
[Insert User Department Name]**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 12, 2023
Department:	Finance
Contract Number:	20RFP110320C-CG
Contract Title:	GASB 75 Actuarial Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

[Click here to enter text.](#) This service was bid out in 2020 which contained only required Governmental Accounting Board standards for financial disclosure in the request for proposal.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The item was bid via an RFP process last year. Of note, this service is only required every other year. The initial contract contemplates three "on" years, and two "off" years, which required more renewal periods than normal. Services performed in fiscal 2023 for the \$26,000 will not be required during fiscal year ending December 31, 2024, but would be required for the next renewal for the fiscal year 2025.

☐ Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.

Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

[Click here to enter text.](#)

☐ **Other (Describe in detail the analysis conducted and the outcome):**

[Click here to enter text.](#)

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

Service has been completed for the 1st year work for Segal will be the full amount of the 1st year contract of \$26,000 – which was paid by 12/31/2023. NO work or payments required for fiscal 2024, this renewal would only be required to maintain the contract.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	2021
Price paid:	\$26,000 by 12/31/2023 for FY 2022
Inflation rate:	Click here to enter text.
Adjusted price:	\$0 for year ending 12/31/2024 for FY 2021
Percent difference between past purchase price and renewal price:	N/A

Explanation / Notes:

\$26,000 was the price bid for the 3rd year of the renewal, If accepted for fiscal year 2024.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No
If yes, attach the analysis.

The GASB analysis required a licensed actuary, and is beneficial to be done by independent third party.

7. What would be the impact on your department if this contract was not approved?

Would terminate the contract with no renewal, and require Finance to issue an RFP in 2024 for work to be performed in fiscal year 2025.

Performance Evaluation Details

ID	E3
Project	GASB 75 Actuarial Services
Project Number	20RFP110320C-CG
Supplier	Segal
Supplier Project Contact	Herbert Afful (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/13/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/13/2023 12:47 PM EDT
Completion Date	09/13/2023 12:47 PM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

No significant issues, the required disclosure information was obtained for publication into the County's audited financial statements.

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

We noted some delays in receiving information along the process, but this did not affect the ultimate outcome of the County's audited financial statements. the work contained was good.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

The required information was contained in the professional report from SEgal, no issues noted. Excellent deliverable.

COMMUNICATIONS AND CO-OPERATION

14/20

Rating

Satisfactory: Satisfactory response to the User Department's requests and changes; Consultant involved in developing solutions and ensures prompt and appropriate action.

Comments

some delays in communications but did not affect overall engagement

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

No issues noted

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0741

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITBC130948C-GS, Janitorial Supplies and Equipment in an amount not to exceed \$35,000.00 with (B) W. W. Grainger, Inc. (Fairburn, GA) in an amount not to exceed \$15,000.00; (C) HD Supply Facilities Maintenance, formally The Home Depot Pro (Jacksonville, FL) in an amount not to exceed \$15,000.00; (G) SIAK Enterprises, LLC (Lawrenceville, GA) in an amount not to exceed \$5,000.00, to provide janitorial supplies and equipment on an "as needed" basis for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) months or less

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background Request approval to renew existing contracts to provide janitorial supplies and equipment on an "as-needed" basis for Fulton County facilities for FY2024.

The initial award was made to 8 vendors (A-H), BOC#21-0967. For Renewal No. 1 only six vendors

were recommended for renewal (A, B, C, D, F, G) E & H were not renewed, BOC#22-0656. Of the six vendors recommended for renewal only 3 vendors signed the renewal agreements, (B, C, G) for FY2023. Therefore, the second renewal request is only for the 3 vendors (B,C,G). The table below indicates the history of executed contracts.

#	Vendors	Contract Executed 2021	Contract Executed 2022	Contract Renewal 2023
A	Office Depot	Yes	Yes	No
B	W.W. Grainger	Yes	Yes	Yes
C	Home Depot Pro	Yes	Yes	Yes
D	Pyramid School Products	Yes	Yes	No
E	Variance Synergies LLC	Yes	No	No
F	EVF PROCUREMENT, LLC	Yes	Yes	No
G	Siak Enterprise LLC	Yes	Yes	Yes
H	Acuity Specialty Products, Inc.	Yes	No	No

Note: The decreased participation/response was primarily due to the vendors inability to hold their bid prices due to exponential cost increases and price fluctuations in manufacturing and shipping during the height of Covid 19.

Scope of Work: These contracts provide all the necessary janitorial supplies and equipment needed to support DREAM's in-house janitorial roving custodial teams and floor crews that are responsible for cleaning various Fulton County facilities Countywide. These facilities have over a total square footage of 93,127. The products have all been tested and evaluated by staff and are in current use by the Department of Real Estate and Asset Management. These janitorial products will be purchased on "as needed" basis.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested total spending authority in the total amount of \$35,000.00 is sufficient to cover the costs to procure janitorial supplies and equipment for FY2024.

Project Implications: These contracts provide all the necessary janitorial supplies and equipment needed to support the in-house janitorial roving team and floor crew.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these renewal contracts are not approved, the Department will not be able to provide janitorial supplies and equipment to support in-house Janitorial roving team and floor crew for selected Fulton County facilities Countywide.

Contract Modification

(B) W.W. Grainger, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0967	12/1/21	\$7,500.00
1st Renewal	22-0656	9/21/22	\$10,000.00
2nd Renewal			\$15,000.00
Total Revised Amount			\$32,500.00

(C) HD Supply Facilities Maintenance

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0967	12/1/21	\$7,500.00
1st Renewal	22-0656	9/21/22	\$10,000.00
2nd Renewal			\$15,000.00
Total Revised Amount			\$32,500.00

(G) SAIK Enterprises, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0967	12/1/21	\$5,000.00
1st Renewal	22-0656	9/21/22	\$5,000.00
2nd Renewal			\$5,000.00
Total Revised Amount			\$15,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$35,000.00

(B)

Contract Value: \$15,000.00
Prime Vendor: W.W. Grainger, Inc.
Prime Status: *Non-Minority*
Location: Fairburn, GA
County: Fulton County
Prime Value: \$15,000.00 or 100.00%
Subcontractor: None

Total Contract Value: \$15,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

(C)

Contract Value: \$15,000.00
Prime Vendor: The Home Depot Products
Prime Status: Non-Minority
Location: Jacksonville, FL
County: Duval County
Prime Value: \$15,000.00
Subcontractor: None

Total Contract Value: \$15,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

(G)

Contract Value: \$5,000.00
Prime Vendor: SIAK Enterprise, LLC
Prime Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$5,000.00 or 100.00%
Subcontractor: None

Total Contract Value: \$5,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$35,000.00 or 100.00%

Grand Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Contractor's Performance Reports
Exhibit 3: Contract Renewal Evaluation Form

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$45,000.00
Previous Adjustments: \$45,000.00
This Request: \$35,000.00
TOTAL: \$125,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies- \$35,000
"Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating:

(B) W.W. Grainger, Inc. 100
(C) HD Supply Facilities Maintenance 100
(G) SAIK Enterprises, LLC 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2023
Report Period End: 6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Real Estate & Asset Management

BID/RFP NUMBER: 21ITBC130948C-GS

BID/RFP TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: December 1, 2021

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$15,000

COMPANY'S NAME: WW Grainger

ADDRESS: 1721 Marietta Blvd NW

CITY: Atlanta

STATE: GA

ZIP: 30318

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITBC130948C-GS

FULTON COUNTY, GEORGIA

WW Grainger, Inc.

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Michael Gadd
Manager**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Real Estate & Asset Management

BID/RFP NUMBER: 21ITBC130948C-GS

BID/RFP TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: December 1, 2021

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$15,000.00

COMPANY'S NAME: HD Supply Facilities Maintenance, Ltd FKA Home Depot Pro

ADDRESS: 701 San Marco Blvd

CITY: Jacksonville

STATE: FL

ZIP: 32207

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITBC130948C-GS

FULTON COUNTY, GEORGIA

**HD Supply Facilities Maintenance,
Ltd FKA Home Depot Pro**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Leah Carver
Manager**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph Davis, Director
Department Of Real Estate & Asset
Management**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Real Estate & Asset Management

BID/RFP NUMBER: 21ITBC130948C-GS

BID/RFP TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: December 1, 2021

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$5,000.00

COMPANY'S NAME: Siak Enterprise LLC

ADDRESS: 901 HAMPTON HILL COURT

CITY: LAWRENCEVILLE

STATE: GA

ZIP: 30044

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITBC130948C-GS

FULTON COUNTY, GEORGIA

Siak Enterprise LLC

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Richard Franklin
Manager**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph Davis, Director
Department of Real Estate & Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Janitorial Supplies and Equipment
Project Number	21ITBC130948C-GS
Supplier	WW Grainger
Supplier Project Contact	Devin Ellison (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/31/2023
Evaluation Type	Formal
Interview Date	07/31/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/31/2023 08:02 AM EDT
Completion Date	07/31/2023 08:02 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Janitorial Supplies and Equipment
Project Number	21ITBC130948C-GS
Supplier	Siak Enterprise LLC
Supplier Project Contact	IRENE TOTERA (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/31/2023
Evaluation Type	Formal
Interview Date	07/31/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/31/2023 07:46 AM EDT
Completion Date	07/31/2023 07:46 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Janitorial Supplies and Equipment
Project Number	21ITBC130948C-GS
Supplier	HD Supply
Supplier Project Contact	FM Bids (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/31/2023
Evaluation Type	Formal
Interview Date	07/31/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/31/2023 07:52 AM EDT
Completion Date	07/31/2023 07:52 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 28, 2023
Department:	Real Estate and Asset Management
Contract Number:	21ITBC130948C-GS
Contract Title:	Janitorial Supplies and Equipment

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Narrowed product line to four chemicals to reduce stock on hand and standardize cleaning chemical line. These contracts provide all the necessary janitorial supplies and equipment needed to support the in-house roving team and floor crew that is responsible to clean various Fulton County north, south, and downtown area locations. These facilities have a total square footage of 93,127. The products have all been tested and evaluated by staff and are in current use by the Department of Real Estate and Asset Management. These janitorial products will be purchased on "as needed" basis

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ **Internet search of pricing for same product or service:**

	Date of search:	July 31, 2023
	Price found:	\$25.99
	Different features / Conditions:	none
	Percent difference between internet price and renewal price:	Internet 16% higher

Explanation / Notes:

The prices for Janitorial Supplies and Equipment do reflect the current market. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

Date contacted:	July 31, 2023
Jurisdiction Name / Contact name:	Fulton County Schools
Date of last purchase:	2023
Price paid:	\$23.99
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	same
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	5% higher

Explanation / Notes:

Contract price

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

- FY2023: The County expenditures as of 7/28/2023, \$6,804.72
- FY2022: The County spent \$20,073.69
- FY2021: The County spent \$40,292.89
- FY2020: The County spent \$26,747.57

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

DREAM would not be able to fulfill basic rest room cleaning functions, these conditions would lead to an unsanitary environment for our customers and staff.

Calvin Gamble, Material Management Manager

July 31, 2023

Prepared by

Date

Joseph N. Davis, Director

[Click here to enter a date.](#)

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0742

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130533C-GS, Locks, Doors and Hardware Countywide in an amount not to exceed \$90,000.00 with (A) Overhead Door Company of Atlanta dba DH Pace Company, Inc. (Peachtree Corners, GA) in an amount not to exceed \$55,000.00 and (B) Acme Security, Inc. (Smyrna, GA) in an amount not to exceed \$35,000.00, to provide on-site locksmith services to include the installation of new locks and door hardware services for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: Request to renew existing contract to provide Locks, Doors and Hardware Countywide on "as-needed" basis for Fulton County for FY2024.

Scope of Work: These contracts furnish all parts, labor, equipment, transportation, and materials necessary to provide on-site locksmith services, to include the installation of new locks and door

hardware as required on an “as needed” basis for Fulton County facilities. Additionally, this service provides supplemental support to the staff during peak service periods. Department of Real Estate and Asset Management handles most routine locksmith service calls. However, only a small percentage of the work can be completed in-house with current staff strength. The County has only one locksmith to serve more than 350 facilities.

The contract also covers cost of hardware (locks, key blanks including security keys, door closers and door hardware like handles) and about 70% of the expenditure is towards cost of hardware.

Community Impact: Provide security of all County-owned facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

These are time and materials contracts. The requested spending authority in the total amount of \$90,000.00 will cover costs for replacement/components parts and hourly locksmith service Countywide for FY2024.

Project Implications: These contracts provide all the necessary supply of locks, door hardware and locksmith services needed to support the in-house maintenance staff.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these renewal contracts are not approved, the Department’s ability to address the needs for locks, door hardware and locksmith services, with its limited in-house staff, will suffer.

Contract Modification

(A) Overhead Door Company of Atlanta dba DH Pace Company

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0832	10/20/21	\$55,000.00
Increase Spending Authority No. 1	22-0825	11/2/22	\$43,000.00
1st Renewal	22-0707	10/5/22	\$55,000.00
2nd Renewal			\$55,000.00
Total Revised Amount			\$208,000.00

(B) Acme Security, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0832	10/20/21	\$35,000.00
1st Renewal	22-0707	10/5/22	\$35,000.00
2nd Renewal			\$35,000.00

Total Revised Amount			\$105,000.00
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Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value:** \$90,000.00**(A)****Contract Value:** \$55,000.00**Prime Vendor:** Overhead Door of Atlanta dba DH Pace Company, Inc.**Prime Status:** Non-Minority**Location:** Peachtree Corners, GA**County:** Gwinnett County**Prime Value:** \$55,000.00 or 100.00%**Total Contract Value:** \$55,000.00 or 100.00%**Total Certified Value:** \$0.00 or 0.00%**(B)****Contract Value:** \$35,000.00**Prime Vendor:** Acme Security, Inc.**Prime Status:** Non-Minority**Location:** Smyrna, GA**County:** Cobb County**Prime Value:** \$35,000.00 or 100.00%**Total Contract Value:** \$35,000.00 or 100.00%**Total Certified Value:** \$0.00 or 0.00%**Grand Contract Value:** \$90,000.00 or 100.00%**Grand Certified Value:** \$0.00 or 0.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Contract Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$90,000.00
Previous Adjustments: \$133,000.00
This Request: \$90,000.00
TOTAL: \$313,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$90,000
"Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 82**Would you select/recommend this vendor again?**

Yes

Report Period Start: 4/1/2023
Report Period End: 6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130533C-GS (A)

BID/RFP# TITLE: Locks, Doors and Hardware Countywide

ORIGINAL APPROVAL DATE: 10/20/2021

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$55,000.00

COMPANY'S NAME: Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc.

ADDRESS: 5105 Avalon Ridge Parkway

CITY: Peachtree Corners

STATE: GA

ZIP: 30071

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:**

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITB130533C-GS (A)

FULTON COUNTY, GEORGIA

**OVERHEAD DOOR COMPANY OF
ATLANTA DBA D.H. PACE
COMPANY, INC.**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Jeff Allen
Vice President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Real Estate and Asset Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130533C-GS (B)

BID/RFP# TITLE: Locks, Doors and Hardware Countywide

ORIGINAL APPROVAL DATE: 10/20/2021

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$35,000.00

COMPANY'S NAME: Acme Security, Inc.

ADDRESS: 1190 Winchester Parkway SE, Suite 110

CITY: Smyrna

STATE: GA

ZIP: 30080

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:**

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITB130533C-GS (B)

FULTON COUNTY, GEORGIA

ACME SECURITY, INC.

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Michael Hassebrock
President/Owner**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Real Estate and Asset Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E5
Project	Locks, Doors & Hardware Countywide
Project Number	21ITB130533C-GS
Supplier	DH Pace Company, Inc.
Supplier Project Contact	Jordan Fisher (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/04/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/04/2023 03:37 PM EDT
Completion Date	07/04/2023 03:37 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

The vendor provided parts and services of good quality. Their technicians were knowledgeable and prompt in service. Their work always complied with requirements in contract. They understood and comply with technical specifications. There has been no quality issues during the quarter.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Work was performed generally in line with agreed upon schedule. There has been no instance of delay in any of the work scheduled this quarter.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Vendor was quick to respond to inquiries and request for quotes or proposals. Vendor's Account Manager for Fulton County has been very effective as a liaison between the County and Vendor's sales and production teams

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Vendor continues to make efforts to sustain excellent customer satisfaction during this quarter. Their response to inquiries and service calls were prompt. They maintained good contact with DREAM's customers.

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

Even though the Vendor's prices were high compared to market standards, it was matched by quality of work. Invoices were accurate and timely in delivery. No changes were necessary during the review period

GENERAL COMMENTS

Comments

Vendor provides quality workmanship and sound technical solutions. Need to continue business with this vendor

Performance Evaluation Details

ID	E5
Project	Locks, Doors & Hardware Countywide
Project Number	21ITB130533C-GS
Supplier	Acme Security
Supplier Project Contact	Michael Hassebrock (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/04/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/04/2023 03:56 PM EDT
Completion Date	07/04/2023 03:56 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

During the review period, the contractor provided parts and services of good quality and in a timely manner. Work was completed in compliance with technical specifications and requirements in contract.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Vendor completed assigned tasks in a timely manner and within the deadlines set by the County. There has been no negative impact on County operations due to delay in performance by the vendor

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The vendor and their staff maintained good communication with Fulton County. Vendor was always very responsive to requests for quotes and other inquiries.
Response to service calls etc. were always prompt and useful. Always responded to emails, voicemails and phone calls within reasonable time

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Contractor provided services and parts that fulfilled quality requirements and performance expectations. Vendor communicated status of jobs in a timely manner. This resulted in high level of satisfaction on the side of customers.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Vendor's prices continue to be lowest compared to the price set by competitor for similar services. Invoices are accurate and in time. Invoice contained all required information. No errors or discrepancies were identified in invoices during the review period.

GENERAL COMMENTS

Comments

Vendor provided reliable alternate opportunity for assistance.

Contract Renewal Evaluation Form

Date:	July 21, 2023
Department:	Real Estate and Asset Management
Contract Number:	21ITB130553C-GS
Contract Title:	Locks, Doors & Hardware Countywide

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This is contract used for augmenting the in-house resources. Fulton County has in its employment only one locksmith and there are over 4 million square feet of building spaces owned or leased by County. This makes assistance from other sources necessary to keep buildings, movable assets and people in the building safe. Use of this contract is limited to work that cannot be accomplished in-house.

This contract is also used for procurement of security hardware which are not available for purchase in commercial hardware market.

These contracts furnish all parts, labor, equipment, transportation, and materials necessary to provide on-site locksmith services, to include the installation of new locks and door hardware as required for Fulton County facilities on an "as needed" basis. Additionally, this service provides supplemental support to the staff during peak service periods. Department of Real Estate and Asset Management handles most routine locksmith service calls. However, only a small percentage of the work can be completed in-house with current staff strength. The County has only one locksmith to serve more than 350 facilities.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ Internet search of pricing for same product or service:

Date of search:	July 23, 2023
Price found:	\$ 75 (minimum)
Different features / Conditions:	None
Percent difference between internet price and renewal price:	22 %

Explanation / Notes:

On an internet search for lock smith services, the National Average for hourly services was observed as \$ 75 per hour. For a call of 3-hour duration, Fulton County will be required to pay \$ 225 based on National Average. The lowest quote Fulton County received was \$ 45 per hour plus \$ 40 truck charges, with this contract it has to pay only \$175

Compared to any of the above the rates Fulton County is using are very inexpensive.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☐ **Other (Describe in detail the analysis conducted and the outcome):**

What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2023 The County allocated expenditures as of 9/11/2023, \$59,661.00

FY2022 The County spent \$90,411.03

FY2021 The County spent \$34,783.90

FY2020 The County spent \$37,642.87

FY2019 The County spent \$44,212.09

3. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Click here to enter text.

4. Is this a seasonal item or service? ☐ Yes ☒ No

5. Has an analysis been conducted to determine if this service can be performed in-house? ☒ Yes
☐ No If yes, attach the analysis.

Part of these services are performed in-house. However, County lacks capacity to complete all work through in-house resources.

6. What would be the impact on your department if this contract was not approved?

If this contract is not approved, County will not be able to ensure security of its buildings and other assets. Lack of security can lead to situations like break-ins where County could be held liable for life and safety of employees, customers, and visitors.

Vijay Nair
Vijay Nair, Building Maintenance Manager

September 11, 2023

Prepared by

Date

Joseph Davis
Joseph N. Davis

September 11, 2023

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0743

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138800C-MH, Scrap Metal Removal with M&M Waste Inc. (Atlanta, GA), to provide scrap metal recycling services for Fulton County facilities. This is a revenue generating contract and the anticipated revenue is \$10,579.00 annually. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

Yes

Summary & Background This contract allows the County to adhere to state law regarding disposal of scrap metal. Georgia law stipulates that scrap metal must be discarded in accordance with Environmental Protection Agency (EPA) guidelines.

Scope of Work: The scope of work also includes but not limited to the following concept for scrap metal removal:

1. The contractor will pick up accumulated scrap metal for recycling and will provide and service

commercial/industrial collection containers which would be needed on both a permanent and temporary basis at various Fulton County locations as required.

- The collection containers shall be the forty (40) cubic yard, open-top, roll-off, or trailer type. When a service call is placed to empty/replace/remove container, vendor must respond within twenty-four (24) hours from time of call.

The County generates a variety of scrap metals including copper, aluminum, brass, stainless steel, steel, cast iron and others. The vendor shall furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in this specification and shall be responsible for disposal of all material in a manner that conforms to local, state, and national codes.

Community Impact: This service impacts the community because it is necessary to maintain a safe environment for the patrons and employees in County facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

Procedures for Basis of Award

The County received and evaluated only one bid response to the solicitation. M&M Waste Inc is the only responsive and responsible bidder. A single bid analysis was conducted, and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

The revenue percent for each scrap metal item is:

<u>No</u>	<u>Description</u>	<u>Revenue Percent (%) of AMM Index Published</u>
<u>1</u>	<u>FERROUS METAL</u>	<u>70</u>
<u>2</u>	<u>COPPER</u>	<u>60</u>
<u>3</u>	<u>ALUMINUM</u>	<u>30</u>
<u>4</u>	<u>STAINLESS TEEL</u>	<u>60</u>
<u>5</u>	<u>BRASS</u>	<u>80</u>

We anticipate the scrap metal removal efforts for FY2024 to provide the County with \$10,579.00 in revenue.

Project Implications: This service is critical for the removal scrap metal from county wide agencies.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this contract is not approved, the County will not be able to provide scrap metal removal services with revenue generating.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: Revenue generating

Prime Vendor: M&M Waste, Inc.

Prime Status: White Female Business Enterprise

Location: Atlanta, GA

County: Fulton County

Prime Value: 100.00%

Total Contract Value: Revenue generating

Total Certified Value: Revenue generating

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor's Performance Report

Exhibit 3: Department Recommendation Memo

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: Revenue generating

TOTAL: Revenue generating

Grant Information Summary

Agenda Item No.: 23-0743

Meeting Date: 11/1/2023

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

All funds will be deposited into the following funding line: 100-520-5201-6460

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Two one-year renewal options

Overall Contractor Performance Rating: New award

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

BID TABULATION SHEET						
BID NUMBER# 23ITB138800C-MH						
BID DESCRIPTION: Scrap Metal Removal						
REQUESTING DEPARTMENT: Department of Real Estate and Asset Management						
			VENDOR CODE			NON RESPONSIVE VENDORS AND OTHER INFORMATION
			VENDOR NAME			
			M&M Waste LLC			
			ADDRESS			
			1328 Lakewood Ave SE Atlanta Ga 30315			
			TELEPHONE			
			404-964-5124			
			CONTACT: Ryan Weinstein			
No	Description	Unit	Percent of AMM Index Published			
1	FERROUS METAL (Revenue Percent of AMM Index Published)	Ton	70	\$179.00		
2	COPPER (Revenue Percent of AMM Index Published)	Ton	60	\$5,000.00		
3	ALUMINUM (Revenue Percent of AMM Index Published)	Ton	30	\$1,000.00		
4	STAINLESS TEEL (Revenue Percent of AMM Index Published)	Ton	60	\$800.00		
5	BRASS (Revenue Percent of AMM Index Published)	Ton	80	\$3,600.00		
TOTAL						
NOTES						
BASE BID AMOUNT:				\$10,579.00		
BIDS MAILED						
BIDS RECEIVED: 1			CONTACT: Mark Hawks			

BID TABULATION SHEET							
BID NUMBER# 09ITB1102K-JD				OPENING DATE:		11/2/2009	P
BID DESCRIPTION: North Service Center							
REQUESTING DEPARTMENT: General						CONTACT	
	VENDOR CODE			VENDOR CODE		VENDOR CODE	
	VENDOR NAME			VENDOR NAME		VENDOR NAME	
	EDT Consturctions. Inc.			Hogan Construction		Mooney Construction,	
	ADDRESS			ADDRESS		ADDRESS	
	1705 Enterprise Way, Suite 200			5075 Avalon Ridge		251 Heritage Walk.	
	TELEPHONE			TELEPHONE		TELEPHONE	
	(770)988-0400			(770)242-8588		(770) 516-8860	
	CONTACT:			CONTACT:		CONTACT:	
	Hassan Anvari, P.E.			Paul Hogan		Tim Mooney	
	QTY	UNIT	TOTAL	UNIT	TOTAL	UNIT \$	TOTAL
GeneralCondition/Requirements	1.00	LS	128,689.00	LS	100,000.00	LS	180,000.00
Site Work & Demolition	1.00	LS	157,137.00	LS	75,000.00	LS	102,000.00
Concrete	1.00	LS	0.00	LS	3,000.00	LS	10,000.00
Masonry/NA	1.00	LS	0.00	LS	0.00	LS	N/A
Structral & Misc. Steel	1.00	LS	0.00	LS	6,000.00	LS	3,000.00
Wood & Plastic	1.00	LS	49,098.00	LS	40,000.00	LS	45,000.00
Moisture Protection	1.00	LS	2,235.00	LS	25,000.00	LS	25,000.00
Doors & Windows	1.00	LS	106,285.00	LS	125,000.00	LS	\$120,000.00
Finishes	1.00	LS	279,938.00	LS	325,000.00	LS	350,000.00
Specialties	1.00	LS	22,103.00	LS	35,000.00	LS	35,000.00
Equipment/NA	1.00	LS	0.00	N/A	N/A	LS	0.00
Furnishing	1.00	LS	15,474.00	LS	2,500.00	LS	7,000.00
Special Construction/NA	1.00	LS	0.00	N/A	N/A	LS	0.00
Conveying System/NA	1.00	LS	0.00	N/A	N/A	LS	0.00

Mechanical	1.00	LS	616,975.00	LS	500,000.00	LS	640,000.00
Electrical	1.00	LS	245,059.00	LS	300,000.00	LS	260,000.00
Sub Total			1,622,993.00		1,536,500.00		1,777,000.00
Contractor Profit			\$84,006.00		N/A		N/A
Contractor Overhead			\$84,006.00		35,000.00		N/A
County Controlled Contingency			\$375,000.00		375,000.00		\$375,000.00
Sub Total			\$1,791,005.00		410,000.00		
Total Base Bid Amount-No Alternate			\$2,166,005		1,946,500.00		\$670,585.00
Alternates							
Alternate 1: Carpet tile		LS	\$29,843.00		58,685.00		(\$24,263.78)
Alternate 2: Replace on damage ceiling tile		LS	\$19,900.00		\$3,388.00		(\$30,150.00)
GRAND	627,898.00			670,568.00		670,585.00	
BIDS MA	1,122.00	NO RESPONSE:					
BIDS RE	5.00	NO-BIDS:		CONTACT: Joyce Daniel			

PAGE NUMBER:		1 of 1		
VENDOR CODE		VENDOR CODE		NON RESPONSIVE VENDORS AND OTHER INFORMATION
VENDOR NAME		VENDOR NAME		
Beatty Construction		South Core		
ADDRESS		ADDRESS		
6945 Oak Ridge Parkway,		6095 Pine Mountain		
TELEPHONE		TELEPHONE		
(678) 391-4501		(770)499-1393		
CONTACT:		CONTACT:		
Samuel D. Beatty		Jason Herr		
UNIT \$	TOTAL	UNIT \$	TOTAL	
LS	83,278.00	Lump	0.00	
LS	121,808.00	Lump	157,000.00	
LS	10,204.00	Lump	1,000.00	
LS		Lump	0.00	
LS	2,307.00	Lump	500.00	
LS	48,571.00	Lump	53,000.00	
LS	2,594.00	Lump	4,000.00	
LS	146,129.00	Lump	113,000.00	
LS	416,831.00	Lump	375,000.00	
LS	29,674.00	Lump	28,000.00	
		Lump	0.00	
LS	5,183.00	Lump	5,000.00	
	0.00	Lump	0.00	
	0.00	Lump	0.00	

LS	581,043.00	Lump	626,000.00	
LS	306,978.00	Lump	278,000.00	
	1,754,600.00		1,640,500.00	
		SZ	90,000.00	
		SZ	119,400.00	
	375,000.00		375,000.00	
	375,000.00		584,400.00	
	2,129,600.00		2,224,900.00	
LS	-20,380.00	Lump	12,784.00	
LS	-34,800.00	Lump	48,692.00	
723,000.00		671,794.00		
		DATE RECEIVED:		
		DATE COMPLETED:		



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: September 15, 2023

SUBJECT: Contractor's Performance Report – Scrap Metal Removal Services – 23ITB138800C-MH

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Scrap Metal Removal Services

PROJECT NO.: 23ITB138800C-MH

CONTRACTOR: M&M Waste Inc.
1328 Lakewood Ave SE
Atlanta, GA 30315

POC: Ryan Weinstein

PHONE: (404)964-5124

EMAIL: ryanw@mandmwaste.com

If you have any questions, please contact Joanna Hernandez at (404) 612-6127.

JD/TD/JA/CG/kf

C: Tim Dimond, DREAM Deputy Director
Calvin Gamble, DREAM Material Management Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Director of Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: September 14, 2023

SUBJECT: Recommendation Award – ITB #23ITB138800C-MH,
Scrap Metal Removal Services-FY2024

Recommendation: We are recommending approval of the lowest bidder for, ITB #, 23ITB138800C-MH, Scrap Metal Removal Services in the amount of \$10,000 with \$10,579.00, with M&M Waste Inc. (Atlanta, GA), to provide scrap metal recycling services for Fulton County facilities. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

DISCUSSION: The Department of Real Estate and Asset Management recommends approval of the revenue generating responsible bidder to furnishing all materials, labor, tools, equipment and appurtenances necessary to provide pick up accumulated scrap metal for recycling for all Fulton County facilities on an “as needed” basis for fiscal year 2024. To ensure this contractor collects obsolete and scrap metal and provides revenue for Fulton County.

The County received and evaluated only one bid response to the solicitation. M&M Waste Inc is the only one responsive and responsible bid submitted the revenue percent for each scrap metal item as below;

<u>No</u>	<u>Description</u>	<u>Revenue Percent (%) of AMM Index Published</u>
<u>1</u>	<u>FERROUS METAL</u>	<u>70</u>
<u>2</u>	<u>COPPER</u>	<u>60</u>
<u>3</u>	<u>ALUMINUM</u>	<u>30</u>
<u>4</u>	<u>STAINLESS TEEL</u>	<u>60</u>
<u>5</u>	<u>BRASS</u>	<u>80</u>

We anticipated the scrap metal removal efforts for FY2024 to be anticipated revenue amount as \$10,579.00.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 9/14/2023
(By Director/Deputy Director)

If you require additional information, contact Joanna Hernandez at (404) 612-6127.

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Calvin Gamble, Building Maintenance Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM

Single Bid/Quote Analysis Form

Date: October 2, 2023

Requesting Department: Real Estate and Asset Management

Solicitation Number 23ITB138800C- MH

Title: Scrap Metal Removal 2024

Bid / Proposal Due Date: 7/11/2023

Brief Description: The successful vendor will pick up accumulated scrap metal for recycling and also will provide and service commercial/industrial collection containers.

Number of Notifications:22

Instructions: Complete this form when only one bid is received in response to an ITB, RFP or E-Quote.

RANDOM CANVASSING OF OTHER VENODRS:

(1) Lack competency (2) Poor timing (3) Lack resources (4) Short response due date (5) Other

1. Vendor:	US Home Solutions
Contact Person:	Samantha Rodney
Phone Number:	954-295-1184
Reason for not responding:	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Could not find a vendor to partner with
2.Vendor:	FKB Recycling II, LLC
Contact Person:	Finus Beavers
Phone Number:	470-352-6593
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	Click here to enter text.
3.Vendor:	Allied Sollutions
Contact Person:	Jason Collier
Phone Number:	877-328-4432
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response

Comments	Click here to enter text.
4.Vendor:	Ed Castro
Contact Person:	Trina Brown
Phone Number:	770-286-3509
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Click here to enter text.
5.Vendor:	KPB Construction Plus, LLC
Contact Person:	Bohdan Kopach
Phone Number:	716-348-2463
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Person responsible for submitting the bid did not tell the organization about the opportunity.

Additional vendors can be added if needed.

RECOMMENDATION AND SUGGESTIVE COURSE OF ACTION:

Award to the Single Bidder

☒ **Award Contract Basis: this is a hard project to get competent bidders.**

☐ **Re-solicit**

☐ **Other**

Click here to enter text.

Mark Hawks _____
Purchasing Representative
(CAPA/APA/PO Completing Form)

Chief Assistant Purchasing Agent____
Title

October 9, 2023 _____
Date

Purchasing Director

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0744

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 22RFP148596K-BKJ, Airport Planning and Environmental Consulting in the amount of \$125,000.00 with Michael Baker International, Inc. (Norcross, GA) to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Charlie Brown Field. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Infrastructure and Economic Development

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: The Fulton County Executive Airport - Charlie Brown Field receives federal funds and pursuant to the Georgia Department of Transportation and the Federal Aviation Administration, the airport is required to have a consultant who oversees environmental and planning activities.

Scope of Work: The scope of services within the contract includes typical planning and

environmental services normally associated with airport development. Potential assignments include, but are not limited to:

- Airport system/master planning
- Airport noise compatibility planning
- Environmental assessments
- Airport data collection/facility inventories
- Aviation forecasts and demand/capacity analyses
- Airport layout and terminal area plan development
- Compatible land-use planning in the vicinity of airports
- Airport site selection studies
- Airport financial planning and benefit-cost analysis
- Airport Cost and Fee Analysis, and Airport Fair Market Rate Studies

Community Impact: All planning and environmental activities include public comment periods so the surrounding community will be made aware of all projects.

Department Recommendation: Department of Public Works recommends approval.

Project Implications: No current project implications.

Community Issues/Concerns: None have been expressed by the community.

Department Issues/Concerns: No issues or concerns have been raised by Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0946	12/7/2022	\$125,000.00
1st Renewal			\$125,000.00
Total Revised Amount			\$250,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$125,000.00

Prime Vendor: Michael Baker International
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$81,250.00 or 65.00%

Subcontractor: Brockington & Associates, Inc.
Subcontractor Status: DBE
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$15,000.00 or 12.00%

Subcontractor: Lumenor Consulting Group
Subcontractor Status: DBE
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$10,000.00 or 8.00%

Subcontractor: Quantum Spatial, Inc. dba NV5 Geospatial
Subcontractor Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$6,250.00 or 5.00%

Subcontractor: Smartegies, LLC
Subcontractor Status: DBE
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$12,500.00 or 10.00%

Total Contract Value: \$125,000.00 or 100.00%
Total Certified Value: \$37,500.00 or 30.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

David Clark, Director, Public Works, (404) 612-2804

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$125,000.00
Previous Adjustments: \$0.00
This Request: \$125,000.00
TOTAL: \$250,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

200-540-5601-1160: Airport, Public Works, Professional Services - \$125,000.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 2 options remain

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22RFP148596K-BKJ

BID/RFP TITLE: Airport Planning and Environmental Consulting

ORIGINAL APPROVAL DATE: December 7, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 1 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: \$125,000.00

COMPANY'S NAME: Michael Baker International, Inc.

ADDRESS: 420 Technology Parkway, Suite 150

CITY: Norcross

STATE: GA

ZIP: 30092

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Michael Baker International, Inc.

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Quintin Watkins
Vice President – Office Executive**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 27, 2023
Department:	Public Works
Contract Number:	22RFP148596K-BKJ
Contract Title:	Airport Planning and Environmental Consulting

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The Scope and Fee for this contract remains the same as the approved original contract. The work that is needed can be funded with the budgeted amount. Much of the work conducted by Michael Baker International are to assist with Federal grants and projects funded by State and Federal.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☒ **Other (Describe in detail the analysis conducted and the outcome):**

The service provided by MBI is highly specialized and hard to quantify based on simplistic numbers. The service was awarded based on a proposal that was evaluated by key County personnel. The Airport is conducting permitting work for expansion of the airport and the cost estimates determine that the budgeted contract amount meets the needs of the airport.

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**

\$125,000.00

4. **Does the renewal option include an adjustment for inflation?** ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☒ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. **Is this a seasonal item or service?** ☐ Yes ☒ No

6. **Has an analysis been conducted to determine if this service can be performed in-house?** ☐ Yes ☒ No
If yes, attach the analysis.

7. **What would be the impact on your department if this contract was not approved?**

The Federal Aviation Administration requires that the Airport have a consultant under contract to received federal funding.

Performance Evaluation Details

ID	E2
Project	Airport Planning and Environmental Consulting Services
Project Number	22RFP148596K-BKJ
Supplier	Michael Baker International, Inc.
Supplier Project Contact	Andrew Lewis (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	10/02/2023
Evaluation Type	Formal
Interview Date	09/27/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/02/2023 09:51 AM EDT
Completion Date	10/02/2023 09:51 AM EDT
Evaluation Score	100



10/04/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0745

Meeting Date: 11/1/2023

Department

Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to enter into two Memorandums of Understanding (MOUs) between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD), with Sub-recipients for the extended grant award in the amount of \$3,900,000.00 from the U.S. Department of Health & Human Services (Office of the Assistant Secretary for Health). The two MOUs are with (a) the Fulton County Board of Health (FCBOH) in the amended amount of \$812,690.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations, and (b) Morehouse School of Medicine (MSM), in the amount of \$800,000.00 to provide quality improvement activities and program evaluation. The County Attorney is authorized to approve the two MOUs as to form and make necessary changes thereto prior to execution. The MOUs are effective August 1, 2023 through October 1, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to O.C.G.A. § 36-10-1, all official contract entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The purpose of the project is to increase awareness about COVID-19 mitigation efforts and behavioral health services; increase COVID-19 testing, vaccine confidence, and vaccine uptake; and decrease stigma related to behavioral health, increase behavioral health literacy, and increase usage of behavioral health services in Fulton County. Fulton DBHDD is providing oversight for the project, which includes subrecipients Fulton County Board of Health and Morehouse School of Medicine (MSM). Fulton County BOH is responsible for the use of an Organizational Health Literacy Initiative for primary and behavioral health providers that includes train-the-trainer, evidenced-based teach backs, toolkits/discussion guides, and plain language materials in order to align with the Healthy People 2030 objectives related to provider/patient communication (HC/HIT-01, HC/HIT-02 and HC/HIT-03). Morehouse School of Medicine is responsible for quality improvement activities and program evaluation. Together, they will expand Fulton County's efforts to improve health literacy, enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations.

Community Impact:

Department Recommendation: Fulton County Department of Behavioral Health & Developmental Disabilities requests approval of two Memoranda of Understanding (MOUs) between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD) with Sub-recipients for the extended grant award in the amount of \$3,900,000.00 from the US Department of Health & Human Services (Office of the Assistant Secretary for Health), effective August 1, 2023 through October 1, 2024.

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

461 755 AHL1 1160

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
US Department of Health & Human Services (Office of the Assistant Secretary for Health),
Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19

SUBRECEPIENT AWARD

AND

MEMORANDUM OF UNDERSTANDING

GRANT NUMBER: 1 CPIMP211236-01-00

THIS AGREEMENT "Agreement"), entered into this 1st day of July, 2021, by and between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("BOC"), and **Morehouse School of Medicine, Inc.**, a domestic non-profit corporation with a principal place of business at 720 Westview Drive, S.W., Atlanta, Georgia 30310 ("MSM") .

On April 21, 2021, Item# 21-0353 GAR, the BOC accepted a grant from the US Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 in the amount of \$3,900,000.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations.

MSM, with an emphasis on people of color and the underserved urban and rural populations in Georgia, the nation and the world, exist is to improve the health and wellbeing of individuals and communities; increase diversity of the health professional and scientific workforce; and address primary health care through programs in education, research and service. The program will partner with MSM's Prevention Research Center for Health Literacy for quality improvement activities and program evaluation. The grant does not require a cash match. The anticipated start date of the awarded grant activities is July 1, 2021.

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the US Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable

Community Responses to COVID-19 Award through the Chairman of the Board of Commissioners of Fulton County ("BOC"), has been awarded grant funds initially approved by the BOC (Agenda Item# 21-0353 – Ratification of the Grants Activity Report dated 04/21/2021 (As reference, BOC Agenda Item# _____, dated _07/01/2021_____ was for the approval of the DBHDD MOU between _Fulton County Georgia and Morehouse School of Medicine Prevention Research Center (hereinafter referred to as "Contractor" or "Subrecipient"))_,

WHEREAS, the County, through DBHDD, has recommended funding to **Morehouse School of Medicine Prevention Research Center** to facilitate approved programs (the "Project") as further defined below, for a total amount not to exceed **\$800,000**, subject to the availability of federal funding and disbursement; and

WHEREAS, the Subrecipient has represented to the 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, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. MSM and the Contractor acknowledges and agrees that the Special Condition and other requirements attached hereto as Attachment "A" are a material party of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.
2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.
3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that MSM and Contractor will render the services defined and required herein.

Paragraph 1.2. Contractor represents that Dr. Sandra Harris-Hooker is authorized to bind **MSM and Contractor** to the terms and conditions of the Agreement and that she is authorized to enter into this Agreement on behalf of MSM and Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor represents that **MSM** is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c)(3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. Contractor shall:

Project Goal

Implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, vaccine confidence and the cross-cutting urgency of behavioral health literacy. In addition, access to related services among racial and ethnic minority populations and other socially vulnerable populations.

Scope of Work

Morehouse School of Medicine Prevention Research Center (MSM PRC) is responsible for quality improvement activities and program evaluation for the health literacy program. MSM PRC will recruit and engage community members from Fulton County's six Board of Commissioner Districts to form the Community Coalition Board (CCB). The CCB will meet regularly to discuss, subject to HIPAA requirements, the data related to minority communities, issues impacting vulnerable communities, their needs, and how to best connect individuals with services. MSM PRC will work with the CCB to ensure community-responsive evaluation planning, implementation, and monitoring of the health literacy program.

MSM PRC will work closely with the CCB on all aspects of planning and implementing evaluation activities. MSM PRC will develop the logic model for the project; co-develop with the CCB the pre and post surveys and focus group interview guides; administer surveys and focus groups; conduct analyses of the survey and focus groups data; synthesize the results of these activities; and write evaluation reports. MSM PRC will also be responsible for communicating with team members to provide feedback regarding the status of the evaluation.

Deliverables

- Participation in administrative meetings designed to effectively plan implement and evaluate the initiative
- Collaborate in the formation of a CCB through recruiting community- based representatives from each of Fulton County's six Board of Commissioner Districts
- Administer online pre-test surveys to assess people's perceptions, attitudes, and behaviors about COVID-19 and mental and behavioral health (Year 1)
- Conduct 12 focus groups to obtain more detailed information about people's perceptions, attitudes, and behaviors about COVID-19 and mental and behavioral health and related health literacy considerations (Year 1)
- Evaluation report of results of the pre-test surveys and focus groups (Year 1)
- Administer online post-test surveys to assess the health literacy program's progress, results, and identify themes for program improvement (Year 2)
- Conduct 12 focus groups to assess the health literacy program towards responsiveness to the unique nuances of culture and experiences not otherwise understood through homogeneous quantitative data masking distinctions in needs within race-ethnic segments and special populations (Year 2)
- Evaluation report of results of the post-test surveys and focus groups to assess the effectiveness of the health literacy program (Year 2)

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification to the treatment provider list or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by Health Literacy Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPAA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Contractor agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later 5th business day of each month. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time.

Paragraph 3.3.a. All quarterly progress reports must be submitted to Contractor's assigned County Project Officer.

Paragraph 3.4. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.5. Any Contractor receiving Health Literacy funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.6. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

Paragraph 3.7. Any Contractor receiving Health Literacy funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.8. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Contractor for an allocation of Health Literacy funds, in an amount not to exceed **\$800,000**. The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all Health Literacy funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Contractor shall use the Health Literacy funding only for the following:

- Conferences/Training
- Salary/Fringe Benefits
- Office Equipment/Supplies
- Furniture
- Computer Equipment/Supplies
- Client Benefits
- Mileage Reimbursement
- Promotional Materials
- Printing
- Publications
- Subscriptions
- Space Rental

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT)

Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If the Contractor fails to adhere to Paragraph 4.5 of this Contract to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Contractor by the County, the County shall not be responsible for the resulting delay of the processing and payment of related Health Literacy funds, which shall not be unreasonably delayed, until such documentation has been satisfactorily submitted.

Paragraph 4.7. If the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall not be responsible for the resulting delay of the processing of related Health Literacy payments, which shall not be unreasonably delayed, until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon execution by all parties, and shall run through July 30, 2023, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant, but shall not extend beyond July 30, 2023.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Where requested, Contractor shall provide County access to any books, documents, papers and records of Contractor, which are directly pertinent to work performed for the purpose of making audits, examinations, excerpts and transcriptions.

Paragraph 6.3. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Where requested, Contractor shall provide County access to any books, documents, papers, and records of Contractor, which are directly pertinent to work performed for the purpose of making audits, examinations, excerpts and transcriptions. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and Translating Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2021.

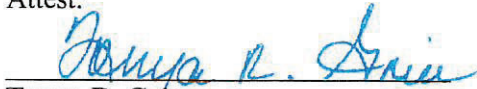
FULTON COUNTY, GEORGIA

Approved:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:



Tonya R. Grier
Clerk to the Commission (Seal)



Approved as to Content:



LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:


Office of the County Attorney



12/02/2021

MEDICINE Approved:
Sandra Harris-Hooker, PhD
Executive Vice Dean for Research and Academic Administration

Attest:


Tabia Henry Akintobi, PhD
Principal Investigator

ITEM # 21-1614 RCS 8/18/21
RECESS MEETING

ATTACHMENT "A"

SPECIAL CONDITIONS

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
US Department of Health & Human Services (Office of the Assistant Secretary for Health),
Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19

SUBRECIPIENT AWARD

AND

MEMORANDUM OF UNDERSTANDING

GRANT NUMBER: 1 CPIMP211236-01-00

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), entered into this 18 day of Sept, 2021, by and between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("BOC"), and **Fulton County Board of Health ("BOH")**, an entity created under the laws of Georgia (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, on April 21, 2021, Item# 21-0353 GAR, the BOC accepted a grant from the US Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 in the amount of \$3,900,000.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations; and

WHEREAS, the County, through its Department of Behavioral Health and Developmental Disabilities ("DBHDD"), has recommended funding to **Fulton County Board of Health** (Subrecipient) to facilitate approved programs (the "Project") as further defined below, for a total amount not to exceed **\$748,144.00**, subject to the availability of federal funding and disbursement; and

WHEREAS, the Subrecipient has represented to the 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, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Condition (if applicable) and other requirements attached hereto as Attachment "A" are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.
2. Non-compliance of any of the Special Conditions (if applicable) contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.
3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).
4. Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

SUBRECIPIENT SERVICES

Paragraph 1. The County retains Subrecipient and Subrecipient accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Subrecipient represents and the County acknowledges that Subrecipient (BOH) will render the services defined and required herein.

Paragraph 1.2. Subrecipient represents that Lynn Paxton, District Health Director, is authorized to bind BOH to the terms and conditions of the Agreement and that he/she is authorized to enter into this Agreement on behalf of Subrecipient. Subrecipient shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Subrecipient represents that BOH is an eligible public non-profit governmental entity and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their tax exempt status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. BOH shall:

Fulton County Board of Health Responsibilities:

- a) Identify a minimum of one staff member with subject matter expertise in health communication to serve on the multi-sectoral Community Coalition that will develop and implement the health literacy and sustainability plans.
- b) In collaboration with the Fulton County Health Literacy Community Advisory Board develop an Organizational Health Literacy Initiative (OHLI) plan that aligns to the following Healthy People 2030 objectives:
 - (1) Increase the proportion of adults whose health care provider checked their understanding
 - (2) Decrease the proportion of adults who report poor communication with their health care provider.
 - (3) Increase the proportion of adults with limited English proficiency who say their providers explain things clearly.
- c) Identify and recruit 15 health care centers, including centers operated by the BHDD, for participation in the OHLI initiative with a special focus on clinics serving communities and population groups with high social vulnerability index as identified in the disparities impact statement.
- d) Implement quality improvement strategies using tools adapted from existing health literacy toolkits to include the following:
 - (1) Organizational assessments of clinic policies and practices to determine alignment with attributes of health literate organizations.
 - (2) Provision of technical assistance to health care centers to assist the centers in the development of improvement plans in response to gaps identified in organizational assessments and the needs of the patient populations served by the centers.
 - (3) Conducting trainings for clinic personnel on methodologies and tools to improve patient provider communication.
- e) Promote the OHLI initiative to community stakeholders;
- f) Curate materials for an electronic library of plain language health materials.
- g) Provide data responsive to BHDD's Performance Measure reporting system and participate in a quality improvement activities.
- h) Co-host community events with BHDD.
- i) Ensures that OHLI meets proposed goals and objectives of the Fulton County Health Literacy Plan.
- j) Collaborate with BHDD on the implementation of a behavioral health and public health integration strategy

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Subrecipient's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification to the scope of work or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Subrecipient's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Subrecipient agrees to submit data responsive to all programmatic and financial reporting requirements of BHDD receive services supported by Health Literacy Grant funds.

Subrecipient must submit a plan and timeline for correcting reporting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Subrecipient agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Subrecipient agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 5th business day of each month. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time.

Paragraph 3.3.a. All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer.

Paragraph 3.4. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.5. Any Subrecipient receiving Health Literacy funding shall establish and maintain a system that tracks and reports the following:

- Number of healthcare providers trained
- Number of trainings conducted
- Number of clients served by target population
- Name and number of healthcare centers engaged through the Organizational Health Literacy Initiative (OHLI)
- The demographics of the population served by the healthcare provider (e.g. race, ethnicity, zip code, language if made available by the organization)
- The organizations progress towards implementation of the OHLI

Paragraph 3.6. Subrecipient agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Subrecipient for an allocation of Health Literacy funds, in an amount not to exceed \$748,144.00. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Subrecipient shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all Health Literacy funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Subrecipient shall use the Health Literacy funding only for the following:

- Approved costs within submitted budget
- Personnel and fringe benefits
- Training and travel
- Event expenditures
- Marketing and literature
- Publications
- Computer equipment and office supplies
- Contractual services

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days after receipt of a correct monthly Cumulative Contract Expenditure Report, transmit by appropriately approved electronic funds transfer (EFT) Subrecipient those payments called for under this Agreement, provided the Subrecipient has delivered the required documentation and the electronic spreadsheet which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Health Literacy funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Health Literacy payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon execution by all parties, and shall run through July 30, 2023, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant, but shall not extend beyond July 30, 2023.

ACCURACY OF WORK

Paragraph 5. Subrecipient shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall use all reasonable efforts to give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. Subject to reasonable HIPAA-based limitations, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times as further detailed herein. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until

Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

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Paragraph 6.3. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and Translated Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the 9th
day of November, 2021.

FULTON COUNTY, GEORGIA

Approved:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

ITEM # 21-064
RECESS MEETING


RCS 8

RD


Tonya R. Grier
Clerk to the Commission (Seal)




Approved as to Content:


LaTrina Foster, LPC, Director
Fulton County BHDD

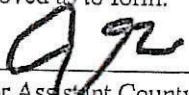
Approved as to Form:


Office of the County Attorney

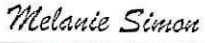
FULTON COUNTY BOARD OF HEALTH


Lynn A. Paxton, MD, MPH, District Health Director

Approved as to form:


Senior Assistant County Attorney
Counsel for the Fulton County Board of Health

Approved as to form:


General Counsel
Georgia Department of Public Health
Authorized Signatory

ITEM # 21-0614 RCS 81821
RECESS MEETING

EXHIBIT "A" (Not Applicable)

SPECIAL CONDITIONS (if applicable)

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Notice of Award

Award# 6 CPIMP211236-01-04

FAIN# CPIMP211236

Federal Award Date: 06/23/2023

Recipient Information

1. Recipient Name

COUNTY OF FULTON
141 PRYOR ST SW
FULTON CNTY DEPT HLTH & WELLNESS
ATLANTA, GA 30303-3444
[NO DATA]

2. Congressional District of Recipient

05

3. Payment System Identifier (ID)

1586001729A1

4. Employer Identification Number (EIN)

586001729

5. Data Universal Numbering System (DUNS)

133894167

6. Recipient's Unique Entity Identifier (UEI)

J3Y1XYZYUFQ5

7. Project Director or Principal Investigator

Erika Williams-Walker
Behavioral Health Program Manager
erika.williams-walker@fultoncountygga.gov
404-613-1053

8. Authorized Official

Ms. LaTrina Foster
Director
latrina.foster@fultoncountygga.gov
404-612-1687

Federal Agency Information

OASH Grants and Acquisitions Management Division

9. Awarding Agency Contact Information

Mrs. Jessica Hall-Shields
Grants Specialist
Jessica.Shields@hhs.gov
240-453-8839

10. Program Official Contact Information

Mr. Alexis Leal
Project Officer
alexis.leal@hhs.gov
240-453-0490

Federal Award Information

11. Award Number

6 CPIMP211236-01-04

12. Unique Federal Award Identification Number (FAIN)

CPIMP211236

13. Statutory Authority

42 U.S.C. § 300u-6, (Section 1707 of the Public Health Service Act)

14. Federal Award Project Title

Fulton County DBHDD Advancing Health Literacy

15. Assistance Listing Number

93.137

16. Assistance Listing Program Title

Community Program to Improve Minority Health

17. Award Action Type

Budget Revision

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 07/01/2021 - End Date 06/30/2024

20. Total Amount of Federal Funds Obligated by this Action \$0.00

20a. Direct Cost Amount \$18,466.00

20b. Indirect Cost Amount (\$18,466.00)

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$3,900,000.00

24. Total Approved Cost Sharing or Matching, where applicable \$0.00

25. Total Federal and Non-Federal Approved this Budget Period \$3,900,000.00

26. Period of Performance Start Date 07/01/2021 - End Date 06/30/2024

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$3,900,000.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Dr. Scott Moore
OASH Grants Management Officer

30. Remarks

This action approves the budget revision and has updated the line items. All prior terms and conditions remain in effect unless specifically removed.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Notice of Award

Award# 6 CPIMP211236-01-04

FAIN# CPIMP211236

Federal Award Date: 06/23/2023

Recipient Information

Recipient Name

COUNTY OF FULTON
141 PRYOR ST SW
FULTON CNTY DEPT HLTH & WELLNESS
ATLANTA, GA 30303-3444
[NO DATA]

Congressional District of Recipient

05

Payment Account Number and Type

1586001729A1

Employer Identification Number (EIN) Data

586001729

Universal Numbering System (DUNS)

133894167

Recipient's Unique Entity Identifier (UEI)

J3Y1XYZYUFQ5

31. Assistance Type

Project Grant

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$904,082.00
b. Fringe Benefits	\$472,210.00
c. Total Personnel Costs	\$1,376,292.00
d. Equipment	\$346,000.00
e. Supplies	\$73,563.00
f. Travel	\$4,000.00
g. Construction	\$0.00
h. Other	\$171,570.00
i. Contractual	\$1,775,690.00
j. TOTAL DIRECT COSTS	\$3,747,115.00
k. INDIRECT COSTS	\$152,885.00
l. TOTAL APPROVED BUDGET	\$3,900,000.00
m. Federal Share	\$3,900,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-199CVBE	CPIMP1236C5	MPD-52	41.51	93.137	\$0.00	75-2122-0140

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
US Department of Health & Human Services (Office of the Assistant Secretary for Health),
Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19

SUBRECIPIENT AWARD

AND

MEMORANDUM OF UNDERSTANDING

GRANT NUMBER: 6 CPIMP211236-01-04

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), entered into this ___ day of _____, 2023, by and between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“**BOC**”), and **Fulton County Board of Health (“BOH”)**, an entity created under the laws of Georgia (hereinafter referred to as “Subrecipient”).

W I T N E S S E T H:

WHEREAS, on April 21, 2021, Item# 21-0353 GAR, the BOC accepted a grant from the US Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 in the amount of \$3,900,000.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations; and

WHEREAS, the County, through its Department of Behavioral Health and Developmental Disabilities (“DBHDD”), has recommended funding to **Fulton County Board of Health (Subrecipient)** to facilitate approved programs (the “Project”) as further defined below, for a total amount not to exceed **\$812,690.00**, subject to the availability of federal funding and disbursement; and

WHEREAS, the Subrecipient has represented to the 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, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Conditions (if applicable) and other requirements attached hereto as Attachment “A” are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.
2. Non-compliance of any of the Special Conditions (if applicable) contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.
3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).
4. Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

SUBRECIPIENT SERVICES

Paragraph 1. The County retains Subrecipient and Subrecipient accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Subrecipient represents and the County acknowledges that Subrecipient (**BOH**) will render the services defined and required herein.

Paragraph 1.2. Subrecipient represents that Lynn Paxton, District Health Director, is authorized to bind **BOH** to the terms and conditions of the Agreement and that he/she is authorized to enter into this Agreement on behalf of Subrecipient. Subrecipient shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Subrecipient represents that **BOH** is an eligible public non-profit governmental entity and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their tax exempt status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. **BOH** shall:

Fulton County Board of Health Responsibilities:

- a) Identify a minimum of one staff member with subject matter expertise in health communication to serve on the multi-sectoral Community Coalition that will develop and implement the health literacy and sustainability plans.
- b) In collaboration with the Fulton County Health Literacy Community Advisory Board develop an Organizational Health Literacy Initiative (OHLI) plan that aligns to the following Healthy People 2030 objectives:
 - (1) Increase the proportion of adults whose health care provider checked their understanding
 - (2) Decrease the proportion of adults who report poor communication with their health care provider.
 - (3) Increase the proportion of adults with limited English proficiency who say their providers explain things clearly.
- c) Identify and recruit 15 health care centers, including centers operated by the Department of BHDD, for participation in the OHLI initiative with a special focus on clinics serving communities and population groups with high social vulnerability index as identified in the disparities impact statement.
- d) Implement quality improvement strategies using tools adapted from existing health literacy toolkits to include the following:
 - (1) Organizational assessments of clinic policies and practices to determine alignment with attributes of health literate organizations.
 - (2) Provision of technical assistance to health care centers to assist the centers in the development of improvement plans in response to gaps identified in organizational assessments and the needs of the patient populations served by the centers.
 - (3) Conducting trainings for clinic personnel on methodologies and tools to improve patient provider communication.
- e) Promote the OHLI initiative to community stakeholders;
- f) Curate materials for an electronic library of plain language health materials.
- g) Provide data responsive to BHDD's Performance Measure reporting system and participate in a quality improvement activities.
- h) Co-host community events with BHDD.
- i) Ensures that OHLI meets proposed goals and objectives of the Fulton County Health Literacy Plan.
- j) Collaborate with BHDD on the implementation of a behavioral health and public health integration strategy

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Subrecipient's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification to the scope of work or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Subrecipient's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Subrecipient agrees to submit data responsive to all programmatic and financial reporting requirements of BHDD receive services supported by Health Literacy Grant funds.

Subrecipient must submit a plan and timeline for correcting reporting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Subrecipient agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Subrecipient agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later than the 5th business day of each month. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time.

Paragraph 3.3.a. All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer.

Paragraph 3.4. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.5. Any Subrecipient receiving Health Literacy funding shall establish and maintain as system that tracks and reports the following:

- Number of healthcare providers trained Dollars expended by target population
- Number of trainings conducted Number of clients served by target population
- Name and number of healthcare centers engaged through the Organizational Health Literacy Initiative (OHLI) The demographics of the population served by the healthcare provider (e.g. race, ethnicity, zip code, language if made available by the organization)
- The organizations progress towards implementation of the OHLI

Paragraph 3.8. Subrecipient agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Subrecipient for an allocation of Health Literacy funds, in an amount not to exceed **\$812,690.00**. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Subrecipient shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all Health Literacy funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Subrecipient shall use the Health Literacy funding only for the following:

- Approved costs within submitted budget
- Personnel and fringe benefits
- Training and travel
- Event expenditures
- Marketing and literature
- Publications
- Computer equipment and office supplies
- Contractual services

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days after receipt of a correct monthly Cumulative Contract Expenditure Report, transmit by appropriately approved electronic funds transfer (EFT) Subrecipient those payments called for under this Agreement, provided the Subrecipient has delivered the required documentation and the electronic spreadsheet which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Health Literacy funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Health Literacy

payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective August 1, 2023, and shall run through October 1, 2024, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant, but shall not extend beyond October 1, 2024.

ACCURACY OF WORK

Paragraph 5. Subrecipient shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall use all reasonable efforts to give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. Subject to reasonable HIPAA-based limitations, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times as further detailed herein. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 6.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure

that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and Translated Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2023.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

Office of the County Attorney

FULTON COUNTY BOARD OF HEALTH

Lynn A. Paxton, MD, MPH, District Health Director

Approved as to form:

Counsel for the Fulton County Board of Health

Approved as to form:

Georgia Department of Public Health

Authorized Signatory

EXHIBIT “A” (Not Applicable)

SPECIAL CONDITIONS (if applicable)

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
US Department of Health & Human Services (Office of the Assistant Secretary for Health),
Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19

SUBRECEPIENT AWARD

AND

MEMORANDUM OF UNDERSTANDING

GRANT NUMBER: 6 CPIMP211236-01-04

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), entered into this ___ day of _____, 2023, by and between **Fulton County, Georgia** (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“BOC”), and **The Morehouse School of Medicine, Inc., a domestic non-profit corporation with a principal place of business at 720 Westview Drive, S.W., Atlanta, Georgia 30310 (“MSM”).**

On April 21, 2021, Item# 21-0353 GAR, the BOC accepted a grant from the U.S. Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 in the amount of \$3,900,000.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations.

On June 23, 2023, the U.S. Department of Health & Human Services (Office of the Assistant Secretary for Health) issued a no-cost extension of the of \$3,900,000.00 grant through June 30, 2024. The start date of the awarded grant activities was July 1, 2021. The final report is due to the Grantor on September 30, 2024.

MSM, with an emphasis on people of color and the underserved urban and rural populations in Georgia, the nation and the world, exists to improve the health and wellbeing of individuals and communities; increase diversity of the health professional and scientific workforce; and address primary health care through programs in education, research and service. The program will partner with MSM’s Prevention Research Center for Health Literacy for quality improvement activities and program evaluation. The grant does not require a cash match.

W I T N E S S E T H:

WHEREAS, the County, as the recipient of the U.S. Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community

Responses to COVID-19 Award through the Chairman of the BOC, has been awarded on April 21, 2021, Item# 21-0353 GAR, a grant in the amount of \$3,999,776.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations; and

WHEREAS, the U.S. Department of Health & Human Services (Office of the Assistant Secretary for Health) has issued a no-cost extension of this grant through June 30, 2024 with a final report due to the Grantor on September 30, 2024;

WHEREAS, the County, through DBHDD, has recommended funding to **Morehouse School of Medicine Prevention Research Center (“Subrecipient”)** to facilitate approved programs (the “Project”) as further defined below, for a total amount not to exceed **\$800,000.00**, subject to the availability of federal funding and disbursement; and

WHEREAS, the Subrecipient has represented to the 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, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Condition and other requirements attached hereto as Attachment “A” (if applicable) are a material party of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.
2. Non-compliance of any of the Special Conditions (if applicable) contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.
3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).
4. Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

SUBRECIPIENT SERVICES

Paragraph 1. The County retains Subrecipient and Subrecipient accepts retention by the County to render services described herein, with all such services to be performed in the manner and to the extent required

by the parties herein, and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Subrecipient represents and the County acknowledges that Subrecipient (**MSM**) will render the services defined and required herein.

Paragraph 1.2. Subrecipient represents that Dr. Sandra Harris Hooker is authorized to bind **MSM and Subrecipient** to the terms and conditions of the Agreement and that he/she is authorized to enter into this Agreement on behalf of Subrecipient. Subrecipient shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Subrecipient represents that **MSM** is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 1.4. Subrecipient shall not enter into any contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

Paragraph 1.5. **MSM** shall:

Project Goal

Implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, vaccine confidence and the cross-cutting urgency of behavioral health literacy. In addition, access to related services among racial and ethnic minority populations and other socially vulnerable populations.

Scope of Work

Morehouse School of Medicine Prevention Research Center (MSM PRC) is responsible for quality improvement activities and program evaluation for the health literacy program. MSM PRC will recruit and engage community members from Fulton County's six Board of Commissioner Districts to form the Community Coalition Board (CCB). The CCB will meet regularly to discuss the data related to minority communities, issues impacting vulnerable communities, their needs, and how to best connect individuals with services. MSM PRC will work with the CCB to ensure community-responsive evaluation planning, implementation, and monitoring of the health literacy program.

MSM PRC will work closely with the CCB on all aspects of planning and implementing evaluation activities. MSM PRC will develop the logic model for the project; co-develop with the CCB the pre and post surveys and focus group interview guides; administer surveys and focus groups; conduct analyses of the survey and focus groups data; synthesize the results of these activities; and write evaluation reports. MSM PRC will also be responsible for communicating with team members to provide feedback regarding the status of the evaluation.

Deliverables

- Participation in administrative meetings designed to effectively plan implement and evaluate the initiative
- Collaborate in the formation of a CCB through recruiting community- based representatives from each of Fulton County's six Board of Commissioner Districts
- Administer online pre-test surveys to assess people's perceptions, attitudes, and behaviors about COVID-19 and mental and behavioral health (Year 1)
- Conduct 12 focus groups to obtain more detailed information about people's perceptions, attitudes, and behaviors about COVID-19 and mental and behavioral health and related health literacy considerations (Year 1)
- Evaluation report of results of the pre-test surveys and focus groups (Year 1)
- Administer online post-test surveys to assess the health literacy program's progress, results, and identify themes for program improvement (Year 2)
- Conduct 12 focus groups to assess the health literacy program towards responsiveness to the unique nuances of culture and experiences not otherwise understood through homogeneous quantitative data masking distinctions in needs within race-ethnic segments and special populations (Year 2)
- Evaluation report of results of the post-test surveys and focus groups to assess the effectiveness of the health literacy program (Year 2)

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Subrecipient's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.a. No modification to the treatment provider list or other operational matters specified in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Subrecipient's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Subrecipient agrees to track and provide data for tracking all individuals who receive services supported by Health Literacy Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Subrecipients will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Subrecipient must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Subrecipient agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other

applicable regulations.

Paragraph 3.3. Subrecipient agrees to submit Quarterly Progress Reports which shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served not later 5th business day of each month. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time.

Paragraph 3.3.a. All quarterly progress reports must be submitted to Subrecipient's assigned County Project Officer.

Paragraph 3.4. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.5. Any Subrecipient receiving Health Literacy funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.6. Subrecipient(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

Paragraph 3.7. Any Subrecipient receiving Health Literacy funding shall establish and maintain as system that tracks and reports the following:

- Dollars expended by target population
- Number of clients served by target population
- Units of services overall and by race and ethnicity, women, infants, children and youth
- Client-level health outcomes

Paragraph 3.8. Subrecipient agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described in the Agreement herein shall be performed by Subrecipient for an allocation of Health Literacy funds, in an amount not to exceed **\$800,000.00**. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Subrecipient shall provide County with projected spending plans detailed in Budget Spend Plan.

Paragraph 4.3. The budget attached to the Agreement is a complete, approved budget for expenditures of all Health Literacy funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Subrecipient shall use the Health Literacy funding only for the following:

- Conferences/Training
- Salary/Fringe Benefits
- Office Equipment/Supplies
- Furniture
- Computer Equipment/Supplies
- Client Benefits
- Mileage Reimbursement
- Promotional Materials
- Printing
- Publications
- Subscriptions
- Space Rental

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, the County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Subrecipient payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be

made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Health Literacy funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Health Literacy payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective August 1, 2023, and shall run through October 1, 2024, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the eligibility period of the grant, but shall not extend beyond October 1, 2024.

ACCURACY OF WORK

Paragraph 5. Subrecipient shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 6.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure that agency's staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2023.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

Office of the County Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

MOREHOUSE SCHOOL OF MEDICINE, INC.

Approved:

Executive Director

Attest:

ATTACHMENT “A”

SPECIAL CONDITIONS (if applicable)

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0746

Meeting Date: 11/1/2023

Department

Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to extend the contract for professional services - Department of Behavioral Health and Developmental Disabilities (DBHDD), RFP#21RFP000026A-CJC, Advancing Health Literacy Grant in the amended amount of \$172,520.00 with The Black Cross Inc (Atlanta, GA) to implement health communication strategies in underserved communities and to form lead and facilitate a community coalition board (CCB) and develop an online Hub as a part of the US Department of Health & Human Services (Office of the Assistant Secretary for Health), Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 grant. 100% grant funded. The original effective dates of the contract were from October 1, 2022 - September 30, 2023. The extension is effective October 1, 2023 to September 30, 2024, with no renewal option.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Request approval to extend the contract for professional services - Department of Behavioral Health and Developmental Disabilities (DBHDD), RFP#21RFP000026A-CJC, Advancing Health Literacy Grant in the amended amount of \$172,520.00 with The Black Cross Inc (Atlanta, GA).

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background Fulton County Department of Behavioral Health and Developmental

Disabilities (DBHDD) has been awarded funding in the amount of \$3,900,000.00. The purpose of the project is to increase awareness about COVID-19 mitigation efforts and behavioral health services; increase COVID-19 testing, vaccine confidence, and vaccine uptake; and decrease stigma related to behavioral health, increase behavioral health literacy, and increase usage of behavioral health services in Fulton County.

Scope of Work: The successful respondent for the non-governmental, Community Based Organization (CBO) shall be experienced in implementing health communication strategies in underserved communities as following: Develop a 15 person Community Coalition Board (CCB) that includes representatives from racial, minority and socially vulnerable populations, community based organizations, community health centers, and Morehouse School of Medicine Prevention Research Center (MSM PRC). Recruit community-based representatives from each of Fulton County's six Board of Commissioner Districts. Community Members will use their influence to promote strategies and services with their communities. The Community Coalition Board led by the selected Community Based Organization will meet monthly or more frequently to discuss the data related to minority communities, issues impacting vulnerable communities, their needs, and how to best connect individuals with services. The CCB will be instrumental in facilitating partnership between communities, academic institutions, and local government towards community-responsive evaluation planning, implementation and monitoring of the health literacy project. The CCB concept will be adapted from the Morehouse School of Medicine Prevention Research Center model² to ensure community leadership and input in the evaluation process. The coalition will recruit people from diverse perspectives to constructively share their beliefs and ideas, serve as subject matter experts and inform on-the-ground solution design and community engagement in all community input and data gathering. CCB will help co-lead development of evaluation assessment for appropriate data collection; communicate and disseminate health literacy strategies; and develop strategies on the best methods to connect people to behavioral health services. Focus groups will be conducted and the CCB's input will be utilized to develop guides and audience segmentation. The community based organization will also implement a dynamic online culturally responsive HUB as a resource for utilizing the evidence-based model of community care coordination that focuses on addressing social determinants of health. The site will be user-friendly, written in plain language, provide translation services for individuals with limited English proficiency, and be simple to navigate. Users can access live chat or text options and schedule appointments. The site will promote a "no wrong door" concept where users can find resources and services.

Community Impact: Fulton County, through DBHDD desires to provide shared resources to support an implementation of a health literacy program that will address personal and organizational health literacy through culturally appropriate strategies.

Department Recommendation: DBHDD recommends the approval of the contract extension.

Project Implications: The COVID pandemic has negatively affected the overall mental health of Fulton County citizens. This project will target underserved communities that have been most adversely affected by the pandemic to advocate and educate about behavioral health & facilitate their access to behavioral health services in Fulton County.

Community Issues/Concerns: None

Agenda Item No.: 23-0746

Meeting Date: 11/1/2023

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461-755-AHL1-1160



CONTRACT DOCUMENTS FOR

21RFP000026A-CJC

Advancing Health Literacy Grant

For

**Department of Behavioral Health and Development
Disabilities (DBHDD)**

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CONTRACT AGREEMENT

Consultant: The Black Cross, LLC

Contract No.: 21RFP000026A-CJC, Advancing Health Literacy Grant

Address: 848 Oglethorpe Ave. SW
City, State Atlanta, Georgia 30310

Telephone: 718-450-4420

Email: gail@theblkcross.com

Contact: Gail Brooks
Strategic Principal

This Agreement made and entered into effective the 1st day of January 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **THE BLACK CROSS, LLC** hereinafter referred to as “**Consultant**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Behavioral Health and Disabilities (DBHDD) hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Consultant to perform health communication strategies in underserved communities to form, lead and facilitate a Community Coalition Board (CCB). The CCB is responsible for the development and implementation of marketing and outreach strategy that uses culturally responsive community health and behavioral health literacy strategies to advance healthy people hereinafter, referred to as the “**Project**”.

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

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

The Agreement was approved by the Fulton County Board of Commissioners on January 19, 2022, BOC Item# 22-0039.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform health communication strategies in underserved communities to form, lead and facilitate a Community Coalition Board (CCB). The CCB is responsible for the development and implementation of marketing and outreach strategy that uses culturally responsive community health and behavioral health literacy strategies to advance healthy people. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. SCHEDULE OF WORK

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

ARTICLE 9. CONTRACT TERM

The initial term of the contract shall be for (6) months, with one (1) year renewal options.

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 January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 30th day of September 2022. 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 one (1) 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 on the 1st day of October, 2022 and shall end no later than the 30th day of September, 2023. 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 10. COMPENSATION

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

The total contract amount for the Project shall not exceed \$150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the

services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

ARTICLE 12. SUSPENSION OF WORK

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

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

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

ARTICLE 13. DISPUTES

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

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

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

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

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed

statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees.

Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. **INDEMNIFICATION**

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

or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

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

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

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

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge

such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

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

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

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

ARTICLE 23. **CONFIDENTIALITY**

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

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

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

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

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

licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 31. **AUDITS AND INSPECTORS**

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

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

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. VERBAL AGREEMENT

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

ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

Program Manager
2 Peachtree Street, NW
24th Floor
Atlanta, Georgia 30303
Telephone: 404-613-1053
Email: erika.williams-walker@fultoncountyga.gov
Attention: Erika Williams-Walker

With a copy to:

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

Notices to Consultant shall be addressed as follows:

Gail Brooks
848 Oglethorpe Ave. SW
Atlanta, Georgia 30310
Telephone: 718-450-4420
Email: gail@theblkcross.com
Attention: Strategic Principal

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason

beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services

that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name

b. Department Representative Name

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

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

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

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

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County

shall have no liability to the Consultant for payment of any tax from which it is exempt.

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

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

ARTICLE 43. **NON-APPROPRIATION**

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

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

ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

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Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Denival Stewart

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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

LaTrina R. Foster

F89646A7B011429...

LaTrina Foster, Director
Behavioral Health and Development
Disabilities (DBHDD)

CONSULTANT:

THE BLACK CROSS, LLC

Gail Brooks

Gail Brooks
Strategic Principal

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

[Signature]
Notary Public

County: Fulton

Commission Expires: 3/20/23

(Affix Notary Seal)



2022-0039

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

1419/2021 Recess Meeting

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:

THE BLACK CROSS, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Gail Brooks
Strategic Principal

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

LaTrina Foster, Director
Behavioral Health and Development
Disabilities (DBHDD)

Commission Expires: _____

(Affix Notary Seal)

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



**FULTON
COUNTY**

Date: October 6, 2021

Project Number: 21RFP000026A-CJC

Project Title: Advancing Health Literacy Grant

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

ADDENDUM NO. 1

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

This is to acknowledge receipt of Addendum No.1, 9 day of February, 2021/2

The BLACK CROSS, Inc.
Legal Name of Bidder/Proposer

Joe A. Brooks
Signature of Authorized Representative

Principal Strategist
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall:

- Develop a 15 person Community Coalition Board (CCB) that includes representatives from racial, minority and socially vulnerable populations, community based organizations, community health centers, and Morehouse School of Medicine Prevention Research Center (MSM PRC).
- Recruit community-based representatives from each of Fulton County's six Board of Commissioner Districts. Community Members will use their influence to promote strategies and services with their communities.
- Meet monthly or more frequently to discuss the data related to minority communities, issues impacting vulnerable communities, their needs, and how to best connect individuals with services.
- Be instrumental in facilitating partnership between communities, academic institutions, and local government towards community-responsive evaluation planning, implementation and monitoring of the health literacy project.
- Adapt from the Morehouse School of Medicine Prevention Research Center model² to ensure community leadership and input in the evaluation process.
- Recruit people from diverse perspectives to constructively share their beliefs and ideas, serve as subject matter experts and inform on-the-ground solution design and community engagement in all community input and data gathering.
- Help co-lead development of evaluation assessment for appropriate data collection; communicate and disseminate health literacy strategies; and develop strategies on the best methods to connect people to behavioral health services

- Establish focus group that will be conducted and the CCB's input will be utilized to develop guides and audience segmentation.

Implement a dynamic online culturally responsive HUB as a resource for utilizing the evidence-based model of community care coordination that focuses on addressing social determinants of health. The site will be user-friendly, written in plain language, provide translation services for individuals with limited English proficiency, and be simple to navigate. Users can access live chat or text options and schedule appointments. The site will promote a “no wrong door” concept where users can find resources and services

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Project Deliverables will be included in the scope of work

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents). The detailed costs are provided below:

COST PROPOSAL

<u>NAME AND POSITION TITLE</u>	<u>JOB DESCRIPTION</u>	<u>ANNUAL SALARY</u>	<u>% OF TIME</u>	<u>AMOUNT REQUESTED</u>
Project Manager	Project Oversight	\$29,000.00	30%	\$43,500.00
Outreach Liaison	Daily coordination	\$20,000.00	50%	\$30,000.00

PERSONNEL TOTAL \$73,500.00

FRINGE BENEFITS

\$0

SOCIAL MEDIA/MARKETING COSTS

\$0

SUPPLIES/EQUIPMENT

\$500.00

WEBSITE DEVELOPMENT

\$58,547.00

OTHER COSTS

\$16,500.00

TOTAL BUDGET PROPOSAL COSTS: \$149,047.00

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

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 The Black Cross, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1725032

EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent

Principal

Title of Authorized Officer or Agent of Contractor

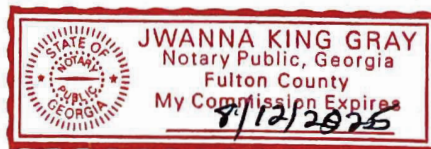
Gail A. Brooks

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 5th day of November, 2021. Notary Public:

[Signature]
County: Fulton

Commission Expires: 8/12/2025



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

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

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

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

EEV/Basic Pilot Program* User Identification Number

ASHLIN Management Group, Inc.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Chief Executive Officer-CEO

Title of Authorized Officer or Agent of Subcontractor

Linda W. Botts

Printed Name of Authorized Officer or Agent

Linda W. Botts

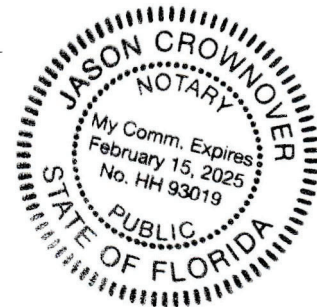
Sworn to and subscribed before me,

This 11th day of February (Date) 2022

[Signature]

(Notary Public)

(Seal)



Commission Expires: 02/15/2025

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

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

OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Gail A. Brooks, Principal, President and Sole Member
848 Oglethorpe Avenue SW #11500
Atlanta, Georgia 30310

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

The Black Cross, LLC was formed in May 2020 as a health equity consultancy.

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

The Black Cross, LLC has completed two contracts with Fulton County dated July, 2020 and April, 2021 pursuant to which The Black Cross, LLC developed and implemented two COVID-19 outreach campaigns targeting at-risk communities of color.

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 ☐

for 2/9/22

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

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

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

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

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 5th day of November, 2021

The Black Cross, LLC 11/5/21
(Legal Name of Proponent) (Date)

[Signature] 11/5/21
(Signature of Authorized Representative) (Date)

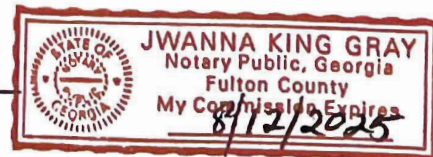
Principal
(Title)

Sworn to and subscribed before me,

This 5th day of November, 2021

Jwanne King Gray
(Notary Public) (Seal)

Commission Expires 8/12/2025
(Date)





(https://atlantaga-energov.tylerhost.net/apps/selfService/#/home)

Gail Brooks ▾ ()



License Number: LGB-190197-2020

THE BLACK CROSS, LLC

- License cannot be printed at this time. License has not been issued.

License Details () | Tab Elements () | Main Menu ()

License Details

License Type: General Business License - Other Services except Public Administration

District: 1

Applied Date: 04/30/2021

Account Number:

Issued By:

Period Start Date:

Status: Fees Paid - Online

Expiration Date:

Description:

- Business
- Locations
- Fees
- Inspections
- Attachments
- Contacts
- Classifications
- More Info

Business () | Next Tab () | License Details () | Main Menu ()

**STATE OF GEORGIA
COUNTY OF FULTON**

LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror The Black Cross, LLC is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

The Black Cross, LLC

(BUSINESS NAME)

1277 Avon Avenue, Atlanta, Georgia 30310

(FULTON COUNTY BUSINESS ADDRESS)

Principal

(OFFICIAL TITLE OF AFFIANT)

Gail A. Brooks

(NAME OF AFFIANT)

Gail A. Brooks

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 5th day of November, 2021

JWanna King Gray

(Notary Public) (Seal)

Commission Expires: 8/12/2025

(Date)

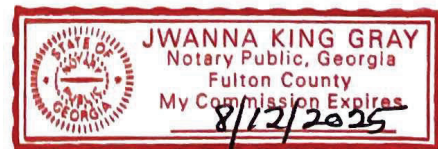


EXHIBIT G

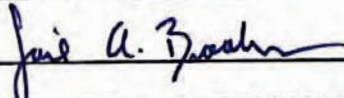
OFFICE OF CONTRACT COMPLIANCE FORMS

PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I, Gail A. Brooks of The Black Cross, LLC, (hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

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

NAME: Gail A. Brooks **TITLE:** Principal

SIGNATURE: 

ADDRESS: 848 Oglethorpe Avenue SW #11500, Atlanta, Georgia 30310

PHONE NUMBER: 718.450.4420 **EMAIL:** gail@theblkcross.co

EXHIBIT B2 FORM

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

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

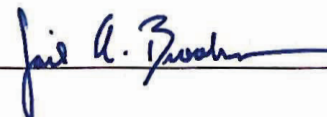
[illegible]

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW
IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE
RESPONDING CONTRACTOR/VENDOR.

COMPANY: The Black Cross, LLC

SIGNATURE: 

NAME: Gail A. Brooks

TITLE: Principal

DATE: November 4, 2021

Performance Evaluation Details

ID	E4
Project	Advancing Health Literacy Grant
Project Number	21RFP000026A-CJC
Supplier	The Black Cross, LLC
Supplier Project Contact	Gail A Brooks (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2023 to 03/31/2023
Effective Date	06/27/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/27/2023 09:25 AM EDT
Completion Date	06/27/2023 09:25 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

The contractor Blk Cross Inc has shown improvement with each quarter in better understanding the contractual requirements and their scope of work. There have been minimal interruptions to their work flow and for the most part have corrected any problems that have arisen through the project.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

There have been minimal delays with fulfilling contractual obligations, there is typically a process that has to be followed in order to update content on the online HUB website. Blk Cross Inc has been able to minimize any delays once the full scope of the work required was understood.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The key personnel for the project as been responsive to requests by the User Department. Blk Cross Inc works to reconcile any concerns or issues raised by the User Department and other partners/stakeholders on the project.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

The Contractor's key personnel is highly communicative, professional and provides a high level of energy and enthusiasm for the project. The organization as a whole has been promptly responsive to information requests and does not hesitate to ask for clarity to assure everyone is a mutual understanding of the problems and solutions.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

The contractor Blk Cross Inc has provide detailed invoicing that is appropriate for the level of services they are providing. Invoices on submitted in a timely manner on a monthly basis.

GENERAL COMMENTS

Comments

The Blk Cross Inc has been a relatively easy company to work with and the User Department has enjoyed their partnership and looks forward to their continued work throughout the life of the project.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0747

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 40,242 square feet to Fulton County, a political subdivision of the State of Georgia, from Meritage Homes of Georgia, Inc., for the purpose of constructing the Creekside at Oxford Project at 7255 Hall Road, South Fulton, Georgia 30213.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☒
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed Creekside at Oxford Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 40,242 square feet and located in Land Lots 105, 106, 119 and 120 of the 7th District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new residential subdivision.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. - Suite 8021
Atlanta, Georgia 30303

Project Name: Creekside at Oxford Park Phase I
Tax Parcel Identification No.: 07 180001190631
Land Disturbance Permit No.: 19S-044WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 16th day of August, 2023, between
MERITAGE HOMES OF GEORGIA, INC, a corporation duly organized under
the laws of the State of ARIZONA, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 105, 106, 119 & 120 of the District, 7 Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Creekside at Oxford Park Phase I

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 16
day of August 20 23
in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]



GRANTOR:

Meritage Homes of Georgia, Inc
CORPORATE NAME

By:

Print Name:

Title:

By:

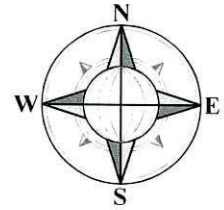
Print Name:

Title:

[Signature]
Jonathan White
Division President



[CORPORATE SEAL]



GRID NORTH
GA. WEST ZONE
NAD 1983

SCALE: 1"=100'

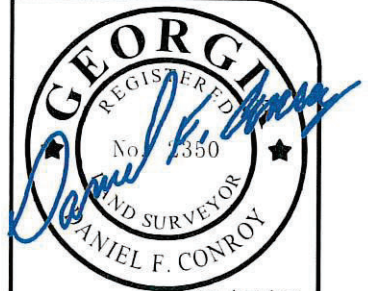
LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND BEING A 20' SANITARY SEWER EASEMENT BEING IN LAND LOTS 119 AND 120, 7 TH DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HOBGOOD ROAD AND RIVERTOWN ROAD; THENCE N88°15'37"E A DISTANCE OF 1331.43' FEET TO THE POINT OF BEGINNING ON THE SOUTHEASTERLY RIGHT-OF WAY OF RICHMOND TRAIL; THENCE S 51°57'57" E FOR A DISTANCE OF 269.63' TO A POINT; RUNNING THENCE N 67°23'31" E FOR A DISTANCE OF 83.60' TO A POINT ON THE SOUTHWESTERLY RIGHT-OF WAY OF DURHAM LANE; THENCE FOLLOWING A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.14' AND A RADIUS OF 50.00', WITH A CHORD BEARING OF S 22°36'29" E, AND A CHORD LENGTH OF 20.00' TO A POINT; RUNNING THENCE S 67°23'31" W FOR A DISTANCE OF 95.30' TO A POINT; RUNNING THENCE N 51°57'57" W FOR A DISTANCE OF 292.57' TO A POINT; RUNNING THENCE N 67°23'31" E FOR A DISTANCE OF 22.95' WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.17 ACRES 7,397 SQUARE FEET), MORE OR LESS.

"EXHIBIT"
20' SANITARY SEWER EASEMENT
PREPARED FOR: MERITAGE HOMES
OF GEORGIA, INC.
LAND LOTS 105, 106, 119 & 120,
7TH DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA - 08/17/2023



08/17/23
FOR THE FIRM
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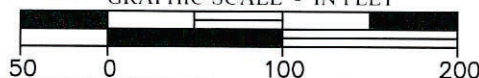
BOUNDARY
zone, inc. LAND SURVEYING SERVICES
WWW.BOUNDARYZONE.COM
(770) 271-5772 / (919) 363-9226

SUWANEE
454 SATELLITE BLVD. SUITE 200
SUWANEE, GEORGIA 30024

ATLANTA
1100 PEACHTREE STREET SUITE 200
ATLANTA, GA 30309

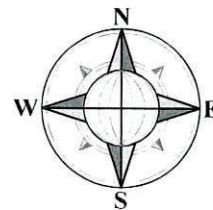
KENNESAW (678) 750-4375
125 TOWN PARK DRIVE SUITE 300
KENNESAW, GA 30144

GRAPHIC SCALE - IN FEET



PROJECT
23679-01

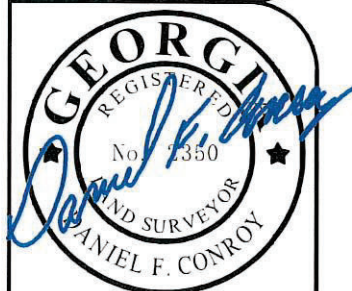
SHEET
1 OF 2



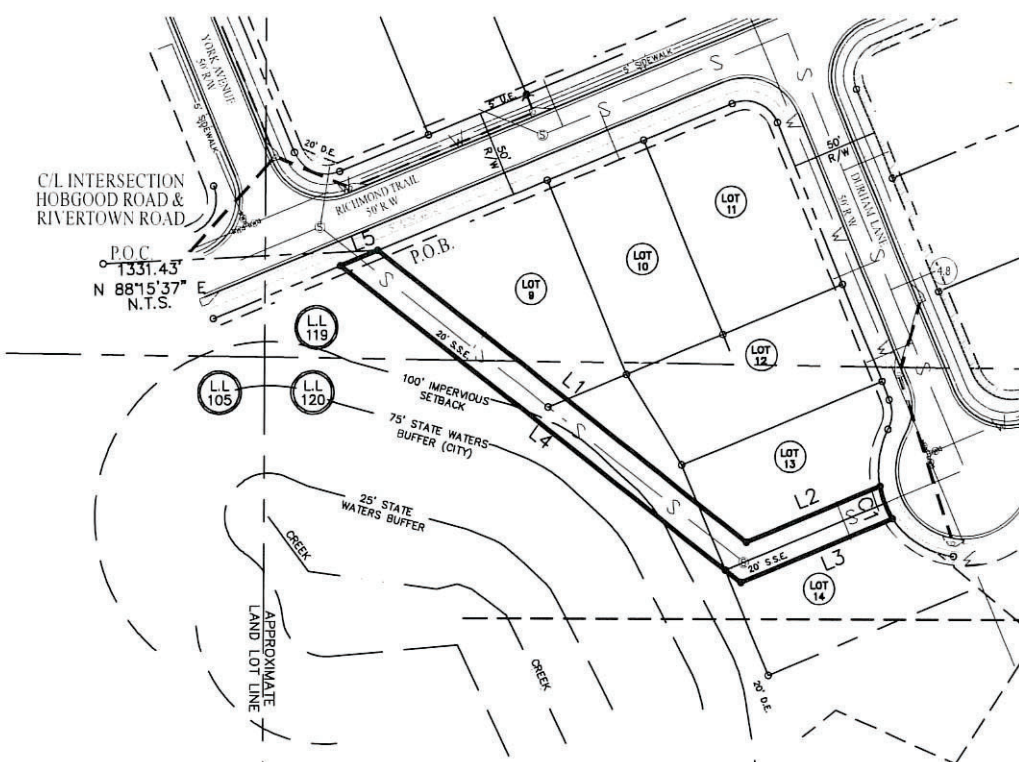
GRID NORTH
GA. WEST ZONE
NAD 1983

SCALE: 1"=100'

"EXHIBIT"
20' SANITARY SEWER EASEMENT
PREPARED FOR: MERITAGE HOMES
OF GEORGIA, INC.
LAND LOTS 105, 106, 119 & 120,
7TH DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA - 08/17/2023



8/17/2023
FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE



LINE	BEARING	DISTANCE
L1	S 51°57'57" E	269.63'
L2	N 67°23'31" E	83.60'
L3	S 67°23'31" W	95.30'
L4	N 51°57'57" W	292.57'
L5	N 67°23'31" E	22.95'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20.14'	50.00'	S 22°36'29" E	20.00'

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zone, inc. LAND SURVEYING SERVICES

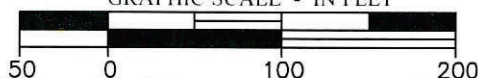
WWW.BOUNDARYZONE.COM
(770) 271-5772 / (919) 363-9226

SUWANE
454 SATELLITE BLVD. SUITE 200
SUWANE, GEORGIA 30024

ATLANTA
1100 PEACHTREE STREET SUITE 200
ATLANTA, GA 30309

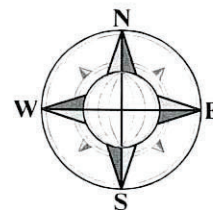
KENNESAW (678) 750-4503
125 TOWN PARK DRIVE SUITE 300
KENNESAW, GA 30144

GRAPHIC SCALE - IN FEET



PROJECT
23679-01

SHEET
2 OF 2



GRID NORTH
GA. WEST ZONE
NAD 1983

SCALE: 1"=100'

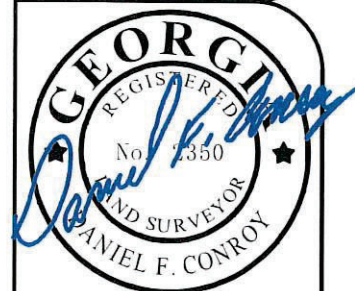
LEGAL DESCRIPTION:

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COMMENCING AT THE CENTERLINE INTERSECTION OF HOBGOOD ROAD AND RIVERTOWN ROAD; THENCE N84°42'39"E A DISTANCE OF 2281.34' FEET TO THE POINT OF BEGINNING ON THE SOUTHERLY RIGHT-OF WAY OF RICHMOND TRAIL, RUNNING THENCE S 00°46'39" W FOR A DISTANCE OF 220.00' TO A POINT ON THE NORTHERLY RIGHT-OF WAY OF PLYMOUTH DRIVE; THENCE FOLLOWING A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 20.00', AND A RADIUS OF 545.00', WITH A CHORD BEARING OF N 88°15'07" W, AND A CHORD LENGTH OF 20.00' TO A POINT; RUNNING THENCE N 00°46'39" E FOR A DISTANCE OF 220.23' TO A POINT; THENCE FOLLOWING A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.01', AND A RADIUS OF 325.00', WITH A CHORD BEARING OF S 87°35'39" E, AND A CHORD LENGTH OF 20.01'; WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.10 ACRES 4401 SQUARE FEET), MORE OR LESS.

"EXHIBIT"
20' SANITARY SEWER EASEMENT
PREPARED FOR: MERITAGE HOMES
OF GEORGIA, INC.
LAND LOTS 105, 106, 119 & 120,
7TH DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA - 08/17/2023



08/17/23
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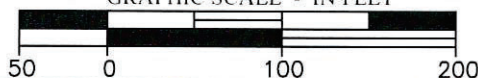
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454 SATELLITE BLVD. SUITE 200
SUWANEE, GEORGIA 30024

ATLANTA
1100 PEACHTREE STREET SUITE 200
ATLANTA, GA 30309

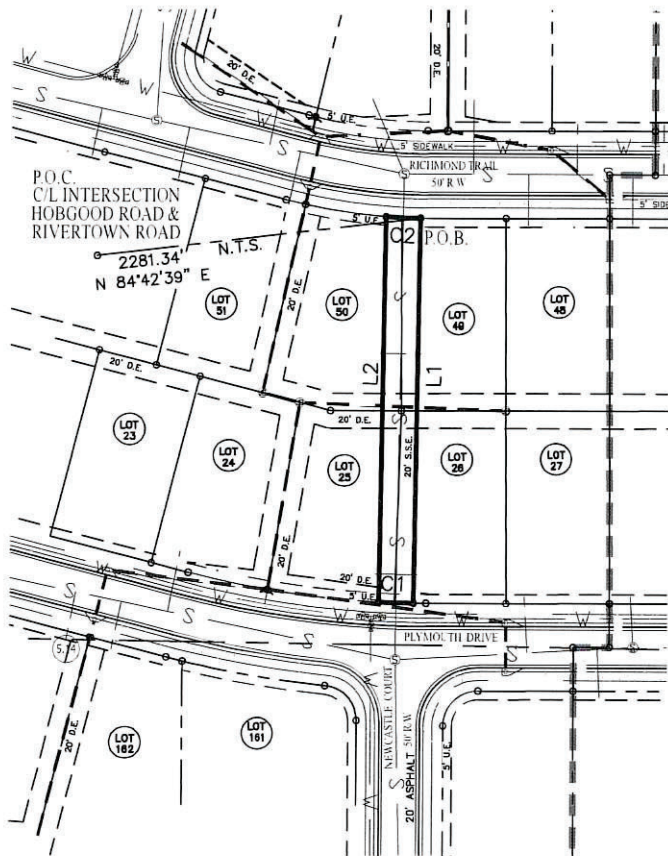
KENNESAW (678) 750-4503
125 TOWN PARK DRIVE SUITE 300
KENNESAW, GA 30144

GRAPHIC SCALE - IN FEET



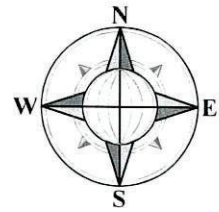
PROJECT
23679-01

SHEET
1 OF 2



LINE	BEARING	DISTANCE
L1	S 00°46'39" W	220.00'
L2	N 00°46'39" E	220.23'

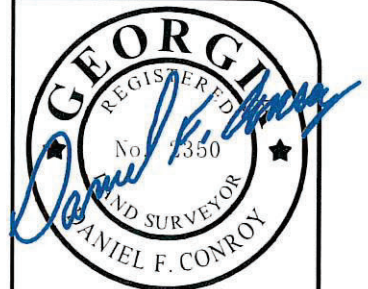
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20.00'	545.00'	N 88°15'07" W	20.00'
C2	20.01'	325.00'	S 87°35'39" E	20.01'



GRID NORTH
GA. WEST ZONE
NAD 1983

SCALE: 1"=100'

"EXHIBIT"
20' SANITARY SEWER EASEMENT
PREPARED FOR: MERITAGE HOMES
OF GEORGIA, INC.
LAND LOTS 105, 106, 119 & 120,
7TH DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA - 08/17/2023



3/28/2022
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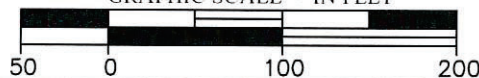
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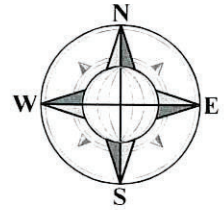
KENNESAW (770) 730-4393
125 TOWNPARK DRIVE SUITE 300
KENNESAW, GA 30144

GRAPHIC SCALE - IN FEET



PROJECT
23679-01

SHEET
2 OF 2



GRID NORTH
GA. WEST ZONE
NAD 1983

SCALE: 1"=100'

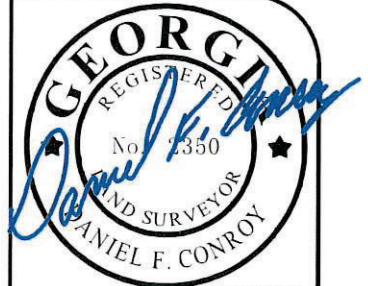
LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND BEING A 20' SANITARY SEWER EASEMENT BEING IN LAND LOT 120, 7 TH DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF HOBGOOD ROAD AND RIVERTOWN ROAD; THENCE S85°46'37"E A DISTANCE OF 1702.11' FEET TO THE POINT OF BEGINNING ON THE SOUTHEASTERLY RIGHT-OF WAY OF PLYMOUTH DRIVE; RUNNING THENCE S 22°36'29" E FOR A DISTANCE OF 99.45' TO A POINT; RUNNING THENCE S 67°23'31" W FOR A DISTANCE OF 20.00' TO A POINT; RUNNING THENCE N 22°36'29" W FOR A DISTANCE OF 94.35' TO A POINT; THENCE FOLLOWING A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.11', AND A RADIUS OF 55.00', WITH A CHORD BEARING OF N 67°23'31" E. AND A CHORD LENGTH OF 20.00' WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.04 ACRES 1975 SQUARE FEET), MORE OR LESS.

"EXHIBIT"
20' SANITARY SEWER EASEMENT
PREPARED FOR: MERITAGE HOMES
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FULTON COUNTY, GEORGIA - 08/17/2023



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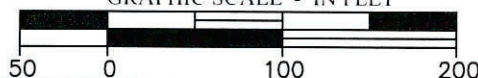
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SUWANEE, GEORGIA 30024

ATLANTA
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ATLANTA, GA 30309

KENNESAW (770) 750-4373
125 TOWN PARK DRIVE SUITE 300
KENNESAW, GA 30144

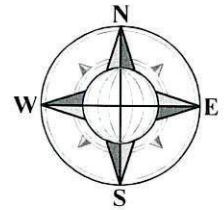
GRAPHIC SCALE - IN FEET



PROJECT
23679-01

SHEET
1 OF 2





GRID NORTH
GA. WEST ZONE
NAD 1983

SCALE: 1"=100'

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COMMENCING AT THE CENTERLINE INTERSECTION OF HOBGOOD ROAD AND RIVERTOWN ROAD; THENCE S56°03'44"E A DISTANCE OF 3125.31' FEET TO THE POINT OF BEGINNING ON THE SOUTHWESTERLY RIGHT-OF WAY OF NEWCASTLE COURT; RUNNING THENCE S 30°18'20" W FOR A DISTANCE OF 126.31' TO A POINT; RUNNING THENCE S 76°25'20" W FOR A DISTANCE OF 85.73' TO A POINT; RUNNING THENCE S 43°49'05" W FOR A DISTANCE OF 181.76' TO A POINT; RUNNING THENCE S 25°17'33" E FOR A DISTANCE OF 530.68' TO A POINT; RUNNING THENCE S 26°02'44" W FOR A DISTANCE OF 258.61' TO A POINT; RUNNING THENCE N 88°57'51" W FOR A DISTANCE OF 125.85' TO A POINT; RUNNING THENCE S 00°25'11" E FOR A DISTANCE OF 6.60' TO A POINT; RUNNING THENCE N 89°15'46" W FOR A DISTANCE OF 20.00' TO A POINT; RUNNING THENCE N 00°25'11" W FOR A DISTANCE OF 26.71' TO A POINT; RUNNING THENCE S 88°57'51" E FOR A DISTANCE OF 133.63' TO A POINT; RUNNING THENCE N 26°02'44" E FOR A DISTANCE OF 236.26' TO A POINT; RUNNING THENCE N 25°17'33" W FOR A DISTANCE OF 534.84' TO A POINT; RUNNING THENCE N 43°49'05" E FOR A DISTANCE OF 201.38' TO A POINT; RUNNING THENCE N 76°25'20" E FOR A DISTANCE OF 83.07' TO A POINT; RUNNING THENCE N 30°18'20" E FOR A DISTANCE OF 117.79' TO A POINT; THENCE FOLLOWING A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.14', AND A RADIUS OF 50.00', WITH A CHORD BEARING OF S 59°41'40" E, AND A CHORD LENGTH OF 20.00' WHICH IS THE TRUE POINT OF BEGINNING.

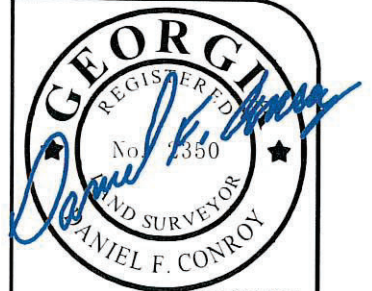
SAID TRACT OR PARCEL OF LAND CONTAINING 0.61 ACRES 26469 SQUARE FEET), MORE OR LESS.

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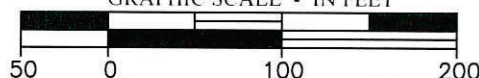
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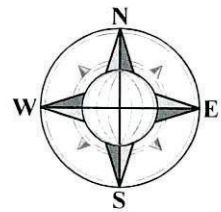
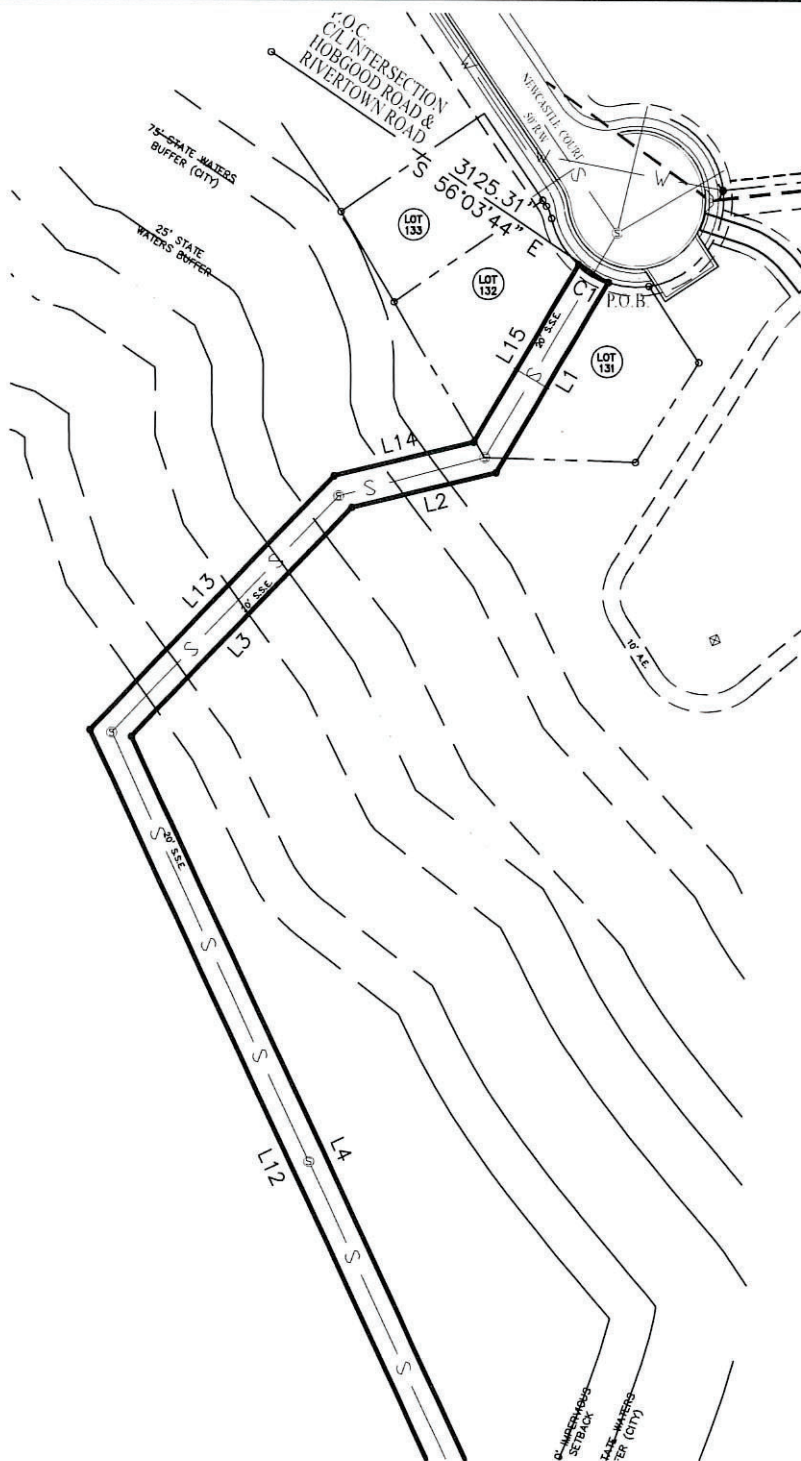
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GRAPHIC SCALE - IN FEET



PROJECT
23679-01

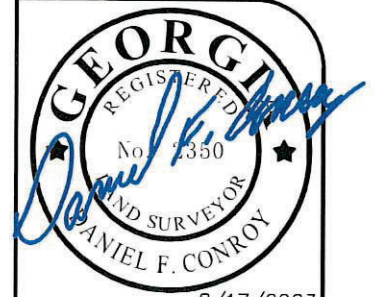
SHEET
1 OF 3



GRID NORTH
GA. WEST ZONE
NAD 1983

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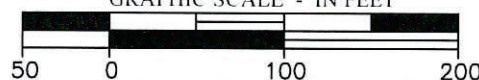
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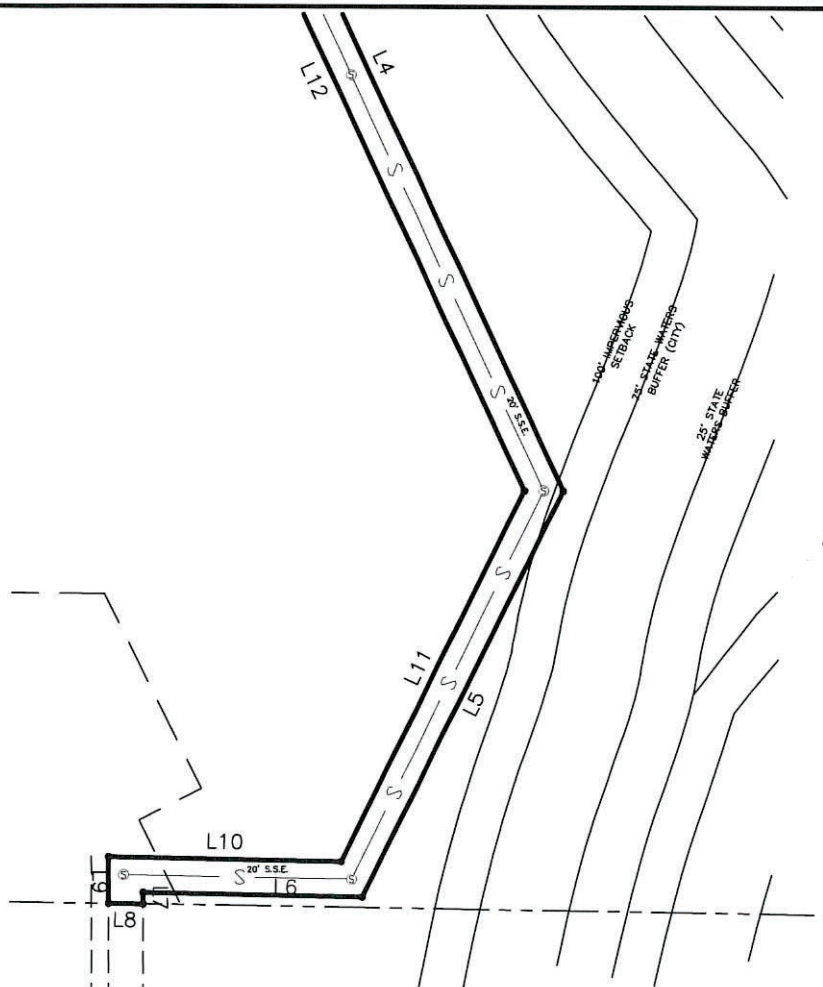
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125 DOWN PARK DRIVE SUITE 300
KENNESAW, GA 30144

GRAPHIC SCALE - IN FEET



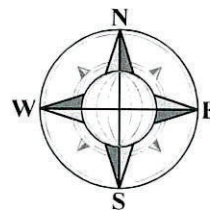
PROJECT
23679-01

SHEET
2 OF 3



CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20.14'	50.00'	S 59°41'40" E	20.00'

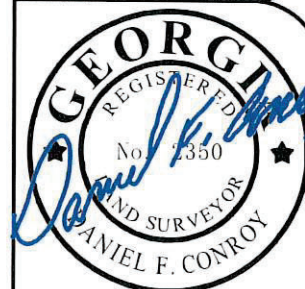
LINE	BEARING	DISTANCE
L1	S 30°18'20" W	126.31'
L2	S 76°25'20" W	85.73'
L3	S 43°49'05" W	181.76'
L4	S 25°17'33" E	530.68'
L5	S 26°02'44" W	258.61'
L6	N 88°57'51" W	125.85'
L7	S 00°25'11" E	6.60'
L8	N 89°15'46" W	20.00'
L9	N 00°25'11" W	26.71'
L10	S 88°57'51" E	133.63'
L11	N 26°02'44" E	236.26'
L12	N 25°17'33" W	534.84'
L13	N 43°49'05" E	201.38'
L14	N 76°25'20" E	83.07'
L15	N 30°18'20" E	117.79'



GRID NORTH
GA. WEST ZONE
NAD 1983

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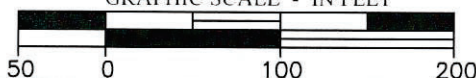
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125 DOWN PARK DRIVE SUITE 900
KENNESAW, GA 30144

GRAPHIC SCALE - IN FEET



PROJECT
23679-01

SHEET
3 OF 3



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0748

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 10,977 square feet to Fulton County, a political subdivision of the State of Georgia, from Darius D. Barlow, an individual, for the purpose of constructing the Creekside at Oxford Project at 0 Hobgood Road Rear, South Fulton, Georgia 30213.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☒
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed Creekside at Oxford Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 10,977 square feet and located in Land Lot 120 of the 7th District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new residential subdivision.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

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Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite
8021 Atlanta, Georgia 30303

Project Name : Creekside at Oxford Park
Tax Parcel Identification No.: 07 180201200339
Land Disturbance Permit No.: 19S-044WR
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Individual Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 16th day of September, 2023, between Darius D. Barlow of said state and county, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part (hereinafter referred to as Grantee).

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor(s) has (have) granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 120, _____ Section (if applicable) of District 7, Fulton County, Georgia, and more particularly described as follows: To wit:

Creekside at Oxford Park

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby conveys (convey) and relinquishes (relinquish) to FULTON COUNTY a right of access over Grantor's (Grantors') remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

I (We) hereby warrants (warrant) that I (we) have the right to sell and convey said sewer line easement and right of access and bind myself (ourselves), my (our) heirs, executors, and administrators, forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor(s) hereby waives (waive) for him/herself (their selves), him/her (their) heirs, and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her (their) hand(s) and seal(s) on the day and year first above written.

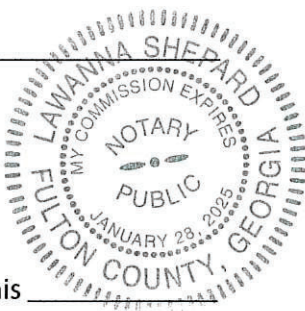
Signed, sealed and delivered this 19
day of September, 20 23
in the presence of:

Witness

Lawanna Shepl

Notary Public

[NOTARIAL SEAL]



Signed, sealed and delivered this _____
day of _____, 20 _____
in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

By: Darius Barlow (L.S.)

Print Name: DARIUS BARLOW (L.S.)

By: _____ (L.S.)

Print Name: _____ (L.S.)

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND BEING A 20' SANITARY SEWER EASEMENT BEING IN LAND LOT 120, 7 TH DISTRICT, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

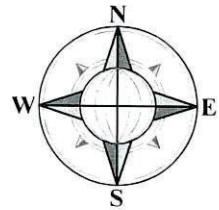
COMMENCING AT THE CENTERLINE INTERSECTION OF HOBGOOD ROAD AND RIVERTOWN ROAD; THENCE S36°11'00"E A DISTANCE OF 3366.90 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWESTERLY CORNER OF CREEKSIDE AT OXFORD PARK, PHASE I; THENCE S89°15'46"E ALONG THE SOUTHERLY LINE OF SAID CREEKSIDE AT OXFORD PARK, PHASE I, A DISTANCE OF 299.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°15'46"E A DISTANCE OF 20.00 FEET TO A POINT; THENCE S00°25'11"E A DISTANCE OF 298.62 FEET TO A POINT; THENCE S03°08'53"E A DISTANCE OF 252.98 FEET TO AN EXISTING SEWER EASEMENT; THENCE N58°33'27"W A DISTANCE OF 7.52 FEET TO A POINT; THENCE S84°50'10"W A DISTANCE OF 13.82 FEET TO A POINT; THENCE N03°08'53"W A DISTANCE OF 249.68 FEET TO A POINT; THENCE N00°25'11"W A DISTANCE OF 299.50 FEET TO THE POINT OF BEGINNING.

TRACT OR PARCEL OF LAND CONTAINING 0.25 ACRES (10,977 SQ. FT.).

PREPARED FOR:
Meritage Homes of Georgia, Inc.
3700 Mansell Road
Suite 550
Alpharetta, GA 30022

Jonathan White
Division President

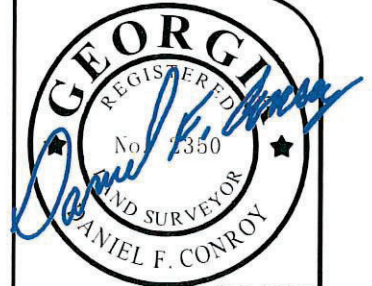
Clay Kirkley
Vice President, Land Development



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GA. WEST ZONE
NAD 1983

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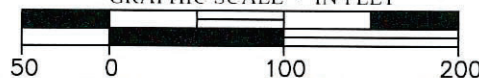
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GRAPHIC SCALE - IN FEET



PROJECT
23679-01

SHEET
1 OF 2



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0749

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

For spreading on meeting minutes. Notice of Lease Non-Renewal/Termination, executed by the County Manager pursuant to the Resolution approved under Agenda Item #21-0052, adopted on January 20, 2021, of that certain Master Lease Agreement for Facilities between Fulton County, as Lessee, and MK Management Company, Inc., as Agent for David L. Kuniansky, Douglas S. Kuniansky and Amy Kuniansky Smith, collectively Lessor, for property located at 1365 English Street, NW, Atlanta, Georgia. Effective December 31, 2023. No additional financial outlays or payments are required for this non-renewal/termination.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County Resolution #21-0052 authorizes the County Manager to terminate or suspend lease agreements when it is in the County's best interests to do so. That resolution requires the County Manager to spread the effective termination of lease agreements on the meeting minutes of the next available Board of Commissioners' meeting and identify and include all financial outlays or payments required by Fulton County stemming from the termination.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Choose an item.

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Completion of onsite construction for the warehouse consolidation lease initiative requires the termination of the current lease agreement 1365 English Ave Atlanta, Georgia. Government services provided from this leased location are being relocated into the consolidated warehouse at 5674 Campbellton Fairburn Road, Union City, Georgia.

Community Impact: Terminating this lease termination confirms Fulton County's commitments to being financially responsible and maintaining optimum efficiency when providing government services to its residents and visitors to Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management and the Office of County Manager terminated the lease at 1365 English Ave, NW, Atlanta, Georgia due to the relocation and consolidation of government services provided by Superior Court Services, the Fulton County Sheriff, and Elections to an alternate centralized and modernized location.

Project Implications: Terminating the lease in compliance with the lease terms was necessary to avoid financially liability which would require Fulton County to make payments of monthly rent for the entire year of 2024.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The initial lease agreement was approved on August 16, 2006 as Agenda Item #06-0855, the First Amendment to Master Lease approved December 21, 2016 as Agenda Item #16-1165 and most recent Second Amendment to Master Lease was approved November 17, 2021 as Agenda Item #21-0891.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

FULTON COUNTY, GEORGIA
MASTER LEASE AGREEMENT FOR FACILITIES

This Lease Agreement ("Lease Agreement") made and entered into this 16 day of August, 2006 by and between DAVID L. KUNIANSKY, DOUGLAS S. KUNIANSKY and AMY KUNIANSKY SMITH, whose address for the purposes hereof is 1011 Collier Road, Atlanta, Georgia 30318 (hereinafter collectively referred to as "Lessor") and FULTON COUNTY, a political sub-division of the State of Georgia (hereinafter referred to as "Lessee").

WITNESSETH:

1. Description of Demised Premises

Lessor, in consideration of the covenants and agreements to be performed by Lessee, and upon the terms and conditions hereinafter stated, does hereby rent and Lease unto Lessee, and Lessee does hereby rent and Lease from Lessor, that certain space (the "Demised Premises") containing approximately 109,226 square feet, known as 1365 English Street, N.W., Atlanta, Georgia 30318 which includes but is not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the Demised Premises, or being granted hereunder. The Demised Premises are more fully described in Exhibit "A", The Floor Plan, attached hereto and incorporated herein by reference.

2. Term

(a) Lessee takes and accepts from Lessor the Demised Premises upon the terms and conditions herein contained and in their present condition and as suited for the use intended by Lessee, to have and to hold the same for the term ("Lease Term") of the Lease.

(b) Pursuant to O.C.G.A. S 36-60-13: The Base Term of the Lease shall commence upon the execution of this Lease and shall be for a total of eleven (11) months from February 1, 2007 (the "Rent Commencement Date") and end on December 31, 2007 (the "Termination Date"). In addition to the Base Term, the Lease shall renew annually for nine (9) consecutive one (1) year terms beginning on January 1st of each year and ending on December 31st, for a total of 108 months, at the indicated Rent in Article 3 (Rental). The nine (9) optional one (1) year automatic renewals shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease. In no event shall this Lease continue beyond December 31, 2016 unless extended as provided herein by mutual consent. If the termination date falls on a Saturday, Sunday or national holiday, the Lease Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions outlined herein.

(c) The Lease shall obligate the Lessee to pay only the sums payable during

the calendar year of execution or in the event of a renewal by Lessee, for sums payable in the individual calendar year renewal term. Lessee may prepay Rent at Lessee's option.

(d) This Lease may be terminated as provided herein or by the Lessee or Lessor providing written "Notice of Lease Termination" on or before July 1st of any calendar year during the term of the Lease. Otherwise this Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessee or Lessor at the close of calendar year 2007 unless renewed as provided herein.

e) Early Termination: Any termination of this Lease by Lessee or otherwise (including the natural expiration of this Lease) prior to December 31, 2016 shall be considered an Early Termination of the Lease. Lessee shall be obligated to pay the Early Termination Unamortized Amount relative to the year in which Early Termination notice was given and indicated in the table, which is attached hereto as Exhibit C and is acknowledged Lessee and Lessor as a part of this Lease.

f) Optional Extension of Term: At the end of Subsequent Base Term 9 indicated below provided Lessor does not wish to redevelop the Demised Premises and further provided that Lessee is not in default, Lessee shall have a right and option to extend this Lease for two (2) additional three (3) year terms. Lessee shall deliver written notice to Lessor with 180 days of prior written notice confirming Lessee's desire to extend the Term of this Lease. Rent shall increase at 3% per year for each optional one year term over the rent indicated for Subsequent Base Term 9 below. All other terms and conditions of this Lease shall remain in full force and effect for each optional term exercised.

3. Rental

During the term of the Lease Agreement, Lessee shall pay monthly installments of "Minimum Rent" in advance of or on the first day of each calendar month, without demand, deductions or set off hereunder the following sums.

Initial Base Term:	February 1, 2007 to December 31, 2007: \$420,520.10 per annum payable \$35,043.34 per month.
Subsequent Base Term 1:	January 1, 2008 to December 31, 2008: \$431,033.10 per annum payable \$35,919.43 per month.
Subsequent Base Term 2:	January 1, 2009 to December 31, 2009: \$441,808.93 per annum payable \$36,817.41 per month.
Subsequent Base Term 3:	January 1, 2010 to December 31, 2010: \$452,854.15 per annum payable \$37,737.85 per month.
Subsequent Base Term 4:	January 1, 2011 to December 31, 2011: \$464,175.50 per annum payable \$38,681.29 per month.

- Subsequent Base Term 5: January 1, 2012 to December 31, 2012:
\$478,100.77 per annum payable \$39,841.73 per month.
- Subsequent Base Term 6: January 1, 2013 to December 31, 2013:
\$492,443.79 per annum payable \$41,036.98 per month.
- Subsequent Base Term 7: January 1, 2014 to December 31, 2014:
\$507,217.10 per annum payable \$42,268.09 per month.
- Subsequent Base Term 8: January 1, 2015 to December 31, 2015:
\$522,433.61 per annum payable \$43,536.13 per month.
- Subsequent Base Term 9: January 1, 2016 to December 31, 2016:
\$538,106.62 per annum payable \$44,842.25 per month.

4. Rent Adjustments

There shall be no adjustments to the Rent as outlined above. Annual Rent increases of two and one half percent (2.5%) annually for Subsequent Base Terms 1 through 4 and three percent (3%) annually for Subsequent Base Terms 5 through 9, which has been agreed upon by Lessor and Lessee, are included above for each Term.

5. Payments

All payments of rent, additional rent and other payments to be made to Lessor shall be made on a timely basis and shall be payable to Lessor or as Lessor may otherwise designate by written notice. All such payments shall be mailed to Lessor's mailing address at P.O. Box 19859, Atlanta, Georgia 30325-0859 or delivered to Lessor's principal place of business at 1011 Collier Road, Atlanta, Georgia 30318, or at such other place as Lessor may designate from time to time in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage to be received in Lessor's account no later than the due date for such payment. Payments shall be made to Lessor without demand.

6. Security Deposit

Upon approval of this Lease, Lessee shall pay Lessor the first month's Minimum Rent and a Security Deposit equal to the first month's Minimum Rent. Upon termination of this Lease, as provided herein, Lessor shall return Security Deposit to Lessee if Lessee has maintained the Demised Premises in good working order, normal wear and tear considered, and removed all of Lessee's signs and personal property (including repairing any damage caused by such removal).

7. Late Charges

Lease payments are the responsibility of the Lessee. Lessee shall in good faith

take all internal steps necessary to assure that Lease payments are issued by the Finance Department and mailed in advance providing for the delivery of the same on the due date. A late charge of ten percent (5%) of the monthly Lease payment will be assessed if Lease payment is not received on or before the 5th of each month. Rent is due on the 1st of each month.

8. Possession

Taking possession by Lessee shall be deemed conclusively to establish that the Demised Premises have been prepared or completed in accordance with the plans and specifications approved by Lessor and Lessee and that the Demised Premises are in good and satisfactory condition and are suitable for Lessee's intended use.

9. Quite Enjoyment

Lessee, upon paying the rents herein reserved and performing and observing all other terms covenants and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term, subject, nevertheless to the terms of this Lease and to any mortgages, ground or underlying Leases, agreements and encumbrances to which this Lease is or may be subordinated.

10. Use Rules

The Demised Premises shall be used by the Fulton County Government for office, distribution and warehousing and no other purposes and in accordance with all laws and ordinances (federal, state, county, or municipal, including without limitation, environmental) as well as applicable orders and requirements. Lessor shall have the right at all times during the Lease Term to publish and promulgate and thereafter enforce such rules and regulations as it may reasonably deemed necessary to protect the tenantability, safety, operation and welfare of the Demised Premises and of the building or buildings of which the Demised Premises are a part. Said rules and regulations must be delivered in writing to Fulton County.

11. Lessor's Right of Entry

(a) Lessor shall retain duplicate keys to all doors of the Demised Premises and Lessor and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit Demised Premises "For Rent" or "For Sale" to prospective purchasers or tenants, and to assure that Lessee is complying with all covenants and obligations of the Lease. Lessor shall exhibit the Demised Premises to prospective purchasers or tenants during the last 180 days of the Lease Term only. During such time as such work is being carried on in or about the Demised Premises, the rent provided herein shall not abate, and Lessee waives any claim or cause of action against Lessor for damages by reason of interruption of Lessee's governmental

functions therefrom because of the prosecution of any such work or any part thereof.

(b) Notwithstanding anything to the contrary contained in Article 10 and this article of this Lease, if Lessee's use or occupancy of the Demised Premises are substantially or completely disrupted by any repairs, additions, alterations or improvements made by Lessor to the Demised Premises, or by Lessor's failure to provide those services defined in Articles 18, 19, 20, 22 and 23 of this Lease for a period of three days. If Lessor has not made a good faith effort to make the Demised Premises habitable, Lessee shall thereafter be entitled to an abatement of Rent from the time of the initial disruption of services until Lessor has completed such work or restored services to the Demised Premises allowing Lessee to re-occupy the space for the intended use.

12. Default

(a) The following events shall be deemed to be events of default by Lessee under this Lease Agreement: (i) Lessee shall fail to pay any installment of Base Rent, additional rent or any other charge or assessment against Lessee pursuant to the terms hereof when due which failure continues for thirty (30) business days after written notice thereof from Lessor to Lessee; (ii) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Lessee or of any guarantor of this Lease Agreement; (iii) Lessee shall abandon or vacate all or any portion of the Demised Premises or fail to take possession thereof as provided in this Lease Agreement; or (iv) Lessee shall do, or permit to be done anything which creates a lien upon the Demised Premises which lien is not removed by payment or bond within 30 days after Lessee receives notice thereof.

(b) Upon the occurrence of any of the aforesaid events of defaults, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever: (i) terminate this Lease Agreement, in which event Lessee shall immediately surrender the Demised Premises to Lessor and if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law without being liable for prosecution or any claim of damages therefor; Lessee hereby agreeing to pay to Lessor on demand the amount of all Base Rent and other charges accrued through the date of termination, including unamortized tenant improvements and Lease commissions; (ii) enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law, without being liable for prosecution or any claim of damages therefor and, if Lessor so elects, re-let the Demised Premises on such terms as Lessor may reasonably deem advisable, without advertisement, and by private negotiations provided that in such event Lessor shall use reasonable efforts to re-let the Demised Premises at then-prevailing rental rates for comparable space in the Building, and receive the rent therefor, Lessee hereby agreeing to pay to Lessor the deficiency, if any, applicable to the Lease Term hereof obtained by Lessor re-letting, and

Lessee shall be liable for Lessor's expenses in restoring the Demised Premises and all costs incident to such re-letting, including unamortized tenant improvements and Lease commissions; (iii) enter upon the Demised Premises by force if necessary as permitted by Georgia law, without being liable for prosecution or any claim of damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease Agreement; and Lessee agrees to reimburse Lessor on demand for any expenses including, without limitations, reasonable attorney's fees which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease Agreement and Lessee resulting to Lessee from such action, whether caused by negligence of Lessor or otherwise.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Base Rent, additional rent or other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Lease Agreement following default by Lessee or the deficiency arising by reason of any re-letting of the Demised Premises by Lessor as above provided, allowance shall be made for expense of repossession.

(d) In case Lessor shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Lessor of written notice thereof given by Lessee, its agents or attorney, then no rent shall be paid or become payable under this Lease Agreement for such time as such default shall continue after the expiration of said thirty (30) days' period and Lessee, at its option, may (i) declare the term ended and vacate the Demised Premises and be relieved from all further obligations under this Lease Agreement, or (ii) pay any sum necessary to perform any obligation of Lessor hereunder, and deduct the cost thereof, with interest, from the rents thereafter to become due hereunder. The performance of each and every agreement herein contained on the part of Lessor shall be a condition precedent to the right of Lessor to collect rent hereunder or to enforce this Lease Agreement as against Lessee.

13. Waiver of Breach

No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease Agreement shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease Agreement shall continue in full force and effect as if no breach had occurred.

14. Assignments and Subletting

Lessee shall not sublease or assign this Lease agreement without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed (Lessor's consent will take into account the identity, business reputation, use, and net worth of the proposed assignee). Lessee shall not assign this Lease or any interest herein or in the Demised Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises by any party other than Lessee. Lessee shall have the right to make a collateral assignment of its interest hereunder to a reputable financial institution, provided such institution shall agree in a form satisfactory to Lessor to assume all duties and obligations of Lessee in the event that such institution shall exercise its right under said collateral assignment. Consent to one or more such transfers or subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Lessor. Sub-lessees or transferees shall become directly liable to Lessor for all obligations of Lessee hereunder, without relieving Lessee (or any guarantor of Lessee's obligations hereunder) of any liability to Lessor arising under this Lease Agreement during the entire remaining Lease Term including any extensions thereof, whether or not authorized herein. Notwithstanding anything to the contrary contained in this Article of this Lease, Lessee shall be permitted, without the necessity of obtaining Lessor's prior written consent, to assign Lessee's interest hereunder to a parent, subsidiary or affiliated corporation of Lessee, provided Lessee shall remain liable hereunder, or to assign Lessee's interest hereunder to the surviving corporation of any merger provided said surviving corporation shall assume all of Lessee's obligations hereunder and shall have a net worth not less than the net worth of Lessee immediately prior to the merger.

15. Destruction

(a) If the Demised Premises are partially or totally damaged or destroyed by fire or other casualty insurable under standard fire insurance policies with extended coverage endorsements so as to become partially or totally untenable, the same shall be repaired or rebuilt by Lessor as provided in Subparagraph (b) of this Article 15.

(b) If the Demised Premises are (i) rendered totally untenable by reason of an occurrence described in Subparagraph (a) or (ii) damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or (iii) damaged or destroyed during the last eighteen (18) months of the Lease Term or (iv) damaged to such an extent that the Demised Premises cannot be repaired or rebuilt within one hundred twenty (120) days from the date of such occurrence, or if the Building is damaged in whole or in part (whether or not the Demised Premises are damaged), to such an extent that the Building cannot, in Lessor's judgment, be operated economically as an integral unit, then and in any such events either party may at its option terminate this Lease Agreement by notice in writing to the other party within thirty (30) days after the date of such occurrence. Unless either party gives such notice, this Lease Agreement will remain in full force and effect and Lessor shall repair such damage at its expense as expeditiously as possible under the circumstance but no longer

than one hundred twenty (120) days.

(c) If Lessor should elect to be obligated pursuant to Subparagraph (a) above to repair because of any damage or destruction, Lessor's obligation shall be limited to the original Building and any other work or improvements which may have been originally performed or installed at Lessor's expense. If the cost of performing Lessor's obligation exceeds the actual proceeds of insurance paid or payable to Lessor on account of such casualty, either party may terminate this Lease Agreement unless Lessee, within fifteen (15) days after demand therefore, deposits with Lessor a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose. If Lessee deposits with Lessor said sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose, said sum deposited with Lessor shall be a credit against Lessee's future rent.

(d) In no event shall either party be liable for any loss or damage sustained by the other party by reason of casualties mentioned hereinabove or any other accidental casualty during the term of this Lease.

16. Removal of Fixtures, Equipment, & Effects

Lessee may upon the expiration or termination of the Lease Term or any renewal thereof, remove all equipment and fixtures that Lessee has attached to the Demised Premises during the term of the Lease. Further, upon removal of such equipment and fixtures Lessee shall restore the Demised Premises to the condition immediately preceding the time of installation thereof, reasonable wear and tear excepted. If Lessee does not remove all such personalty and equipment, Lessor may within ten (10) days after the expiration of the Lease Term have the right to notify Lessee to remove any or all County and or personal property and equipment and thereupon restore the Demised Premises to the condition immediately preceding the time of installation thereof reasonable wear and tear excepted. If Lessee shall fail or refuse to remove all County and or personal property and equipment from the Demised Premises upon the expiration or termination of this Lease Agreement, Lessor may, at its option, remove the same in any manner that Lessor shall choose and store said County and or personal property and equipment without liability for any loss or damage thereto. Lessee shall pay Lessor on demand any and all expenses incurred by Lessor in such removal and storage, including, without limitation, court costs, attorney's fees, and storage charges. Fixtures and equipment does not include walls and cabinets installed to prepare the premises for occupancy. The covenants and conditions of this Article 16 shall survive any expiration or termination of this Lease Agreement.

17. Lessor's Lien

Lessor shall not place a Lien on Lessee's Property contained in Demised Premises.

18. Utility Bills

Lessee shall pay for all utilities necessary to operate the Demised Premises, including but not limited to phone services, electricity, water, sewer, gas, fuel, garbage/sanitation in addition to the Minimum Rent for the Demised Premises.

19. Maintenance

Lessee shall provide all maintenance services required to keep the Demised Premises in good repair at all times, including the air conditioning and heating systems. Lessor is not responsible for maintenance of Lessee owned furniture, fixtures, equipment or personal property of User Department Staff in occupying Demised Premises.

20. Repairs by Lessor

Lessor shall maintain the roof, exterior walls, slab and all utility lines outside the exterior walls of the Demised Premises, except for repairs necessitated by Lessee's negligence. Lessor is not responsible for the repair of Lessee furniture, fixtures, equipment or other staff personal property in the Demised Premises, except for any renovation improvements approved and accepted by Lessor as indicated in this Article.

21. Repairs by Lessee

(a) Lessee covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear excepted. Lessee shall make all repairs to the Demised Premises including those repairs necessary for safety and tenantability including all glass windows, exterior doors and "building systems". Lessee shall make all "ADA" and/or "Life Safety" improvements, including but not limited to providing and maintaining fire extinguishers, improvements to the Demised Premises necessary and required by code for occupancy of the Demised Premises. Lessee shall be responsible for any ADA and/or Life Safety improvements which are required as a result of renovations by Lessee to the Demised Premises after occupancy by Lessee. Lessee shall make no alterations in, or additions to, the Demised Premises without first obtaining the written permission of the Lessor. Such alterations or additions shall be at the sole cost and expense of Lessee and shall become a part of the Demised Premises and shall be the property of Lessor. Lessee is responsible for the repair of Lessee's property in the Demised Premises, except for property as approved and accepted by Lessor as indicated in Article 20 – Repairs By Lessor.

(b) Lessee shall use best efforts to report at once, in writing or by verbal notice to Lessor any defective or dangerous condition known to Lessee and not otherwise known to Lessor, and failure to so report any defective or dangerous condition known to Lessee which should have been reported to Lessor and could not have been known to Lessor except by report from Lessee shall make Lessee responsible and liable for Lessor's damages resulting from such defective condition.

22. Cleaning Services

Lessee shall provide all custodial/cleaning services and supplies necessary to maintain the Demised Premises. The cleaning services shall include, but not limited to, empty trash cans in all areas and offices at Lease once each business day, clean restrooms at least once each business day, vacuum all areas at least once each week, clean all windows, inside and outside at least twice each year, clean carpet at least once each year, clean common areas. Lessee shall make every good faith effort to establish and maintain good house keeping policies and practices to keep the Demised Premises in a clean and sanitary condition during the term of the Lease.

23. Pest Control Services

Lessee shall provide pest control, including but not limited to the control of rodents, for the Demised Premises as necessary to the control the infestation of ants, roaches and other insects. Lessee shall provide or contract to a commercial pest control firm to provide preventative treatment services at the Demised Premises at least once each year.

24. Security Services

Lessee shall provide, at Lessee's sole expense, all security staff and any security system required and considered necessary by Lessee to provide security for staff and for the physical security of the Demised Premises.

25. Attorney's Fees and Arbitration

In the event of litigation commenced by Lessor or Lessee to enforce any obligation of the other party hereunder, all reasonable attorney's fees and expenses of the prevailing party in such litigation shall be paid by the party against whom an adverse final, non-appealable judgment is entered.

26. Time

Time is of the essence of this Lease Agreement and whenever a certain day is stated for payment or performance of any obligation of Lessee, or Lessor, the same enters into and becomes a part of the consideration hereof.

27. Subordination & Attornment

(a) Lessee agrees that this Lease Agreement shall be subordinate to any mortgage now or hereafter encumbering the Demised Premises or the Building or buildings of which the Demised Premises may be a part or any component thereof, and to all advances made or hereafter to be made upon the security thereof. Lessee, however, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonably required to carry out the intent hereof, whether said

requirement is that of Lessor or any other party in interest, including, without limitation, mortgagees.

(b) If any mortgagee elects to have this Lease Agreement superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease Agreement shall be superior to such mortgage. The term "mortgage" as used herein, includes any deed of trust or security deed and any other method of financing or refinancing. The term "mortgage" refers to the holder of the indebtedness secured by a mortgage. Lessee shall subordinate this Lease to any future mortgage or deed of trust and to attorn to Lessor's successor following any foreclosure, sale or transfer in lieu thereof; provided that the mortgagee, transferee, purchaser, lessor or beneficiary ("**Lessor's Successor**") agrees in a written instrument in form and substance reasonably satisfactory to Lessee that provided Lessee is not in default beyond the expiration of any applicable notice and cure periods, Lessee's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction.

(c) Within ten (10) days after request therefor by Lessor, Lessee agrees to execute and deliver to Lessor in recordable form an Estoppel Certificate addressed to any mortgagee or assignee of Lessor's interest in or purchase of the Demised Premises or the Building or buildings of which the Demised Premises may be a part of or any part thereof, certifying (if such be the case) that this Lease Agreement is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Lessee; and stating the date to which Minimum Rent, additional rent and other charges have been paid. Such certificate shall be required by such mortgagee, proposed mortgagee, assignee, purchaser or Lessor.

28. No Estate

This Lease Agreement shall create the relationship of landlord and tenant only between Lessor and Lessee and no estate shall pass out of Lessor. Lessee shall have only a usufruct, not subject to lien, levy and sale and not assignable in whole or in part by Lessee except as provided herein. Lessor acknowledges that Lessee's interest hereunder is not alienable and agrees that any asserted lien claim thereon shall not constitute an event of default hereunder.

29. Cumulative Rights

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

30. Holding Over

If Lessee remains in possession after expiration or termination of the Lease Term

with or without Lessor's written consent, Lessee shall become a tenant-at-sufferance, and there shall be no renewal of this Lease Agreement by operation of law. During the period of any such holding over, all provisions of this Lease Agreement shall be and remain in effect except that the monthly rental shall be equal to 125% of the amount of rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease Agreement shall not be construed as Lessor's consent for Lessee to hold over.

31. Surrender of Premises

Upon the expiration or other termination of this Lease Agreement Lessee shall quit and surrender to Lessor the Demised Premises, broom clean in the same condition as at the commencement of the original Lease Term, reasonable wear and tear only excepted with all of Lessee's signs and personal property removed therefrom (including repairing any damage caused by such removal) and Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease Agreement.

32. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, whether actually received or not, on the first day after overnight delivery by a nationally recognized overnight delivery company or on the third business day after such notice is deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to Lessor or Lessee at their respective address set forth herein above or at such other address as either party shall have theretofore given to the other by notice as herein provided. Notice to Fulton County must be as follows:

AS TO LESSEE:

Fulton County Government
Land Administrator
General Services Department – Land Division
141 Pryor Street, SW - Suite 8021
Atlanta, Georgia 30303

Fulton County Government
Office of the County Attorney
141 Pryor Street, SW – Suite 4038
Atlanta, GA. 30303

Fulton County Government
Director
General Services Department
141 Pryor Street, SW – Suite G-119
Atlanta, GA. 30303

AS TO LESSOR:

MK Management Company
Attn: Mr. Douglas S. Kuniansky
1011 Collier Road
Atlanta, GA. 30318

With a copy to:
Richard N. Lenner, Esq.
Lenner, Schatten & Behrman, LLC
1801 Peachtree Street, NE
Suite 200
Atlanta, GA 30309

33. Damage or Theft of Personal Property

All personal property brought into the Demised Premises by Lessee, or Lessee's employees or business visitors, shall be at the risk of Lessee only, and Lessor shall not be liable for the theft thereof or any damage thereto occasioned by any act of co-tenants, occupants, invitees or other users of the Building or buildings of which the Demised Premises may be a part of. Lessor shall not at any time be liable for damage to any property in or upon the Demised Premises, which results from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Building or buildings of which the Demised Premises may be a part, or from the pipes or plumbing work of the same, or from any other place whatsoever, unless such damage results from defects or conditions of which Lessee has given Lessor written notice (or of which Lessor is otherwise aware) and Lessor has failed to perform Lessor's obligation to correct same in a prompt and timely manner.

34. Eminent Domain

(a) If title to any part of the Demised Premises is taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain or private purchase in lieu thereof, or if title to so much of the Building or buildings of which the Building may be a part is taken that a reasonable amount of reconstruction thereof will not in Lessor's and Lessee's discretion result in the Demised Premises, or the Building or such other buildings being a practical improvement and reasonably suitable for use for the purpose for which they are designed, then in either event, this Lease Agreement shall terminate, at the option of Lessor, on the date that the condemning authority actually takes possession to the part so condemned or purchased. If title to the whole of the Demised Premises or such Building or buildings is taken by eminent domain or private purchase in lieu thereof, then this Lease Agreement shall terminate as of the date possession is so taken by the condemning authority.

(b) If this Lease Agreement is terminated under the provisions of this Article, rent shall be apportioned and adjusted as of the date of termination. Lessee shall have no

claim against Lessor for the value of any Leasehold estate or for the value of the unexpired Lease term. However, Lessee may claim any unamortized costs of Leasehold improvements made by Lessee (excluding those costs paid by the construction allowance hereunder) and any relocation expenses recoverable under applicable law.

(c) If there is a partial taking of the Demised Premises, the Building or such other buildings and this Lease Agreement is not thereupon terminated under the provisions of this Article, then this Lease Agreement shall remain in full force and effect, and Lessor shall, within a reasonable time thereafter, repair and restore the remaining portion of the Demised Premises, should they be affected, to the extent necessary to render the same tenantable, and shall repair or reconstruct the remaining portion of the Building to the extent necessary to make the same a complete architectural unit; provided that such work shall not exceed the scope of the work required to be done by Lessor in originally constructing such Building or the Demised Premises. Lessor shall also provide to Lessee an allowance not exceeding \$25,000 toward Lessee's costs of improvements for repair and reconstruction of the remaining portion of the Demised Premises; provided, however, Lessor shall not be required to expend more than the net proceeds of the condemnation award which are paid to Lessor in complying with its obligations hereunder.

(d) All compensation awarded or paid upon a total or partial taking of the Demised Premises or the Building or such other buildings shall belong to and be the property of Lessor without any participation by Lessee (except as otherwise provided in subparagraph (b) hereinabove or as hereafter provided). Nothing herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority from loss of business, damage to, and cost of removal of, trade fixtures, furniture and other personal property belonging to Lessee.

(e) After any partial taking of the Demised Premises which does not result in a termination of this Lease Agreement the Base Rent (as escalated) for the remainder of the Lease Term shall be reduced by the same percentage as the floor area of the space taken bears to the total floor area originally in the Demised Premises, and any other charges provided for hereunder shall be equitably adjusted.

35. Parties

The term "Lessor", as used in this Lease Agreement, shall include Lessor and its assigns and successors in title to the Demised Premises. The term "Lessee" shall include Lessee and its heirs, legal representatives and successors, and shall include Lessee's assignees and sub-lessee, if this Lease Agreement shall be validly assigned or the Demised Premises sublet for the balance of the Lease Term or any renewals or extensions thereof.

36. Relocation of the Premises

There shall be no relocation of the Demised Premises unless otherwise agreed to

by Lessor and Lessee in writing.

37. Force Majeure

In the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond either party's control (collectively "force majeure") resulting in such party's inability or delay to supply the services or perform the other obligations required hereunder, this Lease Agreement shall not terminate and such performance by either party shall be excused for a reasonable time given the nature of the cause.

38. Submission of Lease

The submission of this Lease Agreement for examination does not constitute an offer to Lease and this Lease Agreement shall be effective only upon execution hereof by Lessor and Lessee.

39. Severability

If any clause or provision of the Lease Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of the Lease Agreement shall not be affected thereby, and in lieu of each clause or provision of this Lease Agreement which is illegal, invalid or unenforceable, there shall be added as part of this Lease Agreement a clause or provision as may be legal, valid and enforceable.

40. Entire Agreement

This Lease Agreement together with the attached **Exhibit A** (DEMISED PREMISES FLOOR PLAN), **Exhibit B** (ADDENDUM TO LEASE AGREEMENT: LESSEE'S WORK), **Exhibit C** (ADDENDUM TO LEASE AGREEMENT: EARLY TERMINATION UNAMORTIZED SCHEDULE) and **Exhibit D** (SPECIAL STIPULATIONS) contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given such party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

41. Obligation to Insure

(a) Lessor acknowledges the following insurance coverage by Lessee. Nothing herein granted shall grant any rights to third parties.

(b) Lessee agrees to maintain a Public Entity Liability Insurance Policy for the duration of this Lease. The Retained limit of said policy is \$2,000,000.00. The Liability limits for said policy shall be \$5,000,000.00 for any one occurrence or wrongful act. Lessor shall be listed as an Additional Insured under said policy. Lessee shall provide

Lessor with a Certificate of Insurance confirming indicated coverage under said policy for the duration of this Lease.

(c) Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either party's property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer, whereby the insurer waives its rights of subrogation against the other party. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

42. Indemnification

(a) Fulton County Government cannot Indemnify, (277, Ga. 248).

(b) Lessor and Lessee mutually release the other from all responsibility or liability for any loss, injury, or damage not covered by insurance.

43. Hazardous Materials/Waste

Lessee agrees that Lessee, its agents, servants, employees, licensees and contractors shall not use, manufacture, store or dispose of any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on under or above the Demised Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products (aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Demised Premises for general office purposes.

44. Headings

The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease Agreement.

45. Signage

All of Lessee's Signage shall conform to Lessor and Fulton County signage standards and related codes. Lessor shall approve all signage for Demised Premises. Lessor reserves the right to remove any signage, at Lessee's expense, which was not approved by Lessor prior to installation. The cost and installation of all signage (interior and exterior) required for the Demised Premises is the responsibility of the Lessee. However, if build-out or renovation of the space is required, the cost of the signage may be included in the renovation cost "upon mutual agreement between Lessor and Lessee". At the expiration or earlier termination of this Lease, Lessee shall remove all of its signs

from the Demised Premises and repair any damage caused by such removal.

46. Emergency Contact Information

The Lessor shall provide Lessee, and Lessee shall provide Lessor with Emergency Contact Information which shall include a designated Individual or Company that shall be available 24 hours per day / 7 days per week basis to respond to and address any emergency that may arise at the Demised Premises. This information shall be made a part of the Lease.

47. As-Is

Except as otherwise provided in this Lease, Lessee hereby accepts the Demised Premises "AS IS" in the condition existing as of the date of this Lease, subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing and regulating the use of the Demised Premises, and any covenants, or restrictions now of record with respect to the Demised Premises of which Lessee is notified. Lessee shall, at Lessee's sole expense, comply with all zoning, municipal, county, state, and federal laws, ordinances, regulations, rules, orders, directions and requirements now in force or which may hereinafter be in force, which shall impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Demised Premises, or as a result of the contents stored in the Demised Premises or distributed therefrom, including any improvements to the Demised Premises required by such governmental entities which shall be necessary to obtain a certificate of occupancy.

48. Right of First Refusal

Lessee shall have a right of first refusal on any acceptable Purchase Offer that Lessor receives during the tenancy. In the event Lessor receives an acceptable Purchase Offer, Lessee shall have the option of purchasing the Demised Premises for 103% of the acceptable Purchase Offer that the Lessor receives. Lessee must exercise its right of first refusal within fifteen (30) days of Lessee's receipt of the Purchase Offer or this right of first refusal shall be terminated and this paragraph shall have no further force or effect. In the event Lessee exercises their right of first refusal and purchases the Demised Premises, Lessor agrees to pay Bryant Commercial Real Estate Partners, LLC a sale commission equal to three percent (3%) of the gross sales price due and payable only at closing. This right of first refusal shall not apply to (i) any transfers between the owners of the Demised Premises or any of their family members, (ii) any charitable gifts or other estate planning transfers, or (iii) any transfer by foreclosure or deed in lieu of foreclosure or other transfer based on the exercise of remedies by any lender under a deed to secure debt on the Demised Premises or to any sale or transfer which is the first sale or transfer after a transfer by foreclosure or deed in lieu of foreclosure.

49. Agency

Douglas S. Kuniansky and David L. Kuniansky are licensed real estate brokers acting as principals in this transaction. M K Management Company, Inc. represents the Lessor in this transaction and will be compensated by the Lessor under separate agreement. M K Management Company, Inc. does not represent the Lessee in this transaction. Bryant Commercial Real Estate Partners, LLC represents the Lessee in this transaction and will be compensated by the Lessor under separate agreement. Bryant Commercial Real Estate Partners, LLC does not represent Lessor in this transaction. Lessee represents and warrants that it has not dealt with any other brokers or agents in connection with this Lease.

IN WITNESS WHEREOF, the said parties have hereunto set their seals by their duly authorized agents, the day and year first above written.

FULTON COUNTY, A political subdivision
of the state of Georgia.

By: Karen Handel
Name: Karen C. Handel
Title: Commission Chair

DAVID L. KUNIANSKY

David L. Kuniansky (SEAL)

ATTEST:

ITEM # 06-0855 RCS 8/16/06
RECESS MEETING

By: Mark Massey
Name: Mark Massey
Title: Clerk to the Commission

AMY KUNIANSKY SMITH

By: David L. Kuniansky (SEAL)
David L. Kuniansky, Her Attorney-in-Fact

Affix Seal

DOUGLAS S. KUNIANSKY

APPROVED AS TO FORM for Fulton County:

This 16 day of AUGUST, 2006

John C. Lavelle

Douglas S. Kuniansky (SEAL)

Print: JOHN C. LAVELLE
Title: LAND ADMINISTRATOR
for Office of the County Attorney
Beryl Weiner


Name: _____
Title: _____

Affix Seal

Name: _____
Title: _____

Affix Seal

APPROVED AS TO FORM for Fulton County:

This 8 day of August, 2006

Print Beryl H. Weiner
Title Assoc. Fulton County Att.
Office of the County Attorney

Exhibit A

DEMISED PREMISES FLOOR PLAN

The "Demised Premises" as outlined on the Floor Plan attached hereto as *Exhibit A-1* containing approximately 109,226 square feet, for the Fulton County Government, known as 1365 English Street N.W., Atlanta, Georgia 30318 including but not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the Demised Premises, are being granted hereunder.

2011 COLLEGE FC, INC.
ATLANTA, GA 30308
1-800-363-6428



Exhibit B

ADDENDUM TO LEASE AGREEMENT
LESSEE'S WORK/CONSTRUCTION MANAGEMENT

Lessor agrees to provide Lessee a leasehold improvement allowance up to the amount of \$546,130.00 (\$5.00/sf) (the "Leasehold Improvement Allowance") for Lessee's cost of making permanent improvements to the interior of the Premises ("Lessee's Work") which shall at once become Lessor's property and shall remain Lessor's property at the termination of the Lease, unless, at Lessor's option, Lessor requires that Lessee remove any such improvement and restore the Premises to its original condition at Lessee's expense. There will be no reimbursement for expenditures on trade fixtures, furniture or equipment. Lessee agrees to hire M.K. Construction Corp. ("MK") to act as its construction manager to oversee construction of Lessee's Work. MK shall enter into a stipulated sum AIA contract with W. G. Peek & Associates, LLC, a Georgia limited liability company, as general contractor ("Peek"). Peek shall be responsible for all construction drawings, plans and any related materials. Peek shall secure all necessary licenses and permits from the appropriate local authorities prior to the commencement of Lessee's Work. The Contract Sum for Lessee's Work is \$1,204,422.00 (\$11.03/sf). Lessee shall be responsible for all improvement costs in excess of the \$5.00/sf Leasehold Improvement Allowance and shall guaranty payment to MK of all sums paid by MK to Peek for Lessee's Work above the Leasehold Improvement Allowance. Prior to the commencement of Lessee's Work, Lessee shall deliver a check payable to MK in the amount of the Contract Sum less the Leasehold Improvement Allowance plus a 4% construction management fee (based on the Contract Sum) to be held in escrow with Bryant Commercial Real Estate Partners (the "Escrow Agent"). Upon MK's receipt of an application for payment from Peek and approved by the architect, MK shall notify Lessee of the request for payment. Lessee shall authorize the Escrow Agent to remit said amount to MK within fifteen (15) days for payment to Peek. MK shall be paid a construction management of 4% of the Contract Sum, which amount shall be paid to MK with each approved application for payment. In the event any change orders are requested by Lessee and approved by Lessor and the architect, which change order increases the Contract Sum, such increase shall be paid by Lessee to the Escrow Agent within fifteen (15) days. Notwithstanding anything to the contrary above, Lessor shall contribute its Leasehold Improvement Allowance prior to drawing on the Lessee's deposit with the Escrow Agent.

Lessee shall submit in writing to Peek and Lessor plans and specifications detailing the alterations and materials to be used in the performance of Lessee's Work. Said plans and specifications shall be submitted to Peek and Lessor within sixty (60) days of the execution of this Lease. Lessor shall either approve or provide comments to said plans and specification within ten (10) days of receipt thereof. Once plans and specifications have been approved, Peek shall commence with Lessee's Work. Any delays in the completion of Lessee's Work, caused by Lessee, shall not affect the Rent Commencement Date.

Upon completion of Lessee's Work, Peek shall obtain a certificate of occupancy. Lessor's obligations to reimburse Lessee for its contribution to Lessee's Work shall be

conditioned upon Lessor's approval of the finished Lessee's Work and receipt of a certificate of occupancy. Such reimbursement shall also be conditioned upon Peek furnishing Lessor with a contractor's affidavit and final waiver of all liens and claims against Lessor or Lessee. Such reimbursement shall also be conditioned upon Lessee having opened the Premises for business. The maximum amount of Lessor's reimbursement shall be the lesser of (a) \$546,130.00 or (b) the amount of all obligations for labor and material verified by the above mentioned affidavits from contractors and subcontractors engaged in Lessee's Work.

Costs Proposal and Specifications are Attached hereto as Exhibit B-1

AIA® Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the Eleventh day of September in the year of Two Thousand and Six
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

David L. Kuniansky, Douglas S. Kuniansky, Amy Kuniansky Smith
c/o M. K. Management Company, Inc.
1011 Collier Road
Atlanta, GA 30318
Telephone Number: 404-355-6000
Fax Number: 404-355-0756

and the Contractor:
(Name, address and other information)

W. G. Peek & Associates, LLC; Federal ID #55-0907081
3424 Peachtree Road, NE, Suite 450
Atlanta, GA 30326
Phone: 404-442-2894/Fax: 404-442-2837

The Project is:
(Name and location)

Fulton County; Project #2006018
1365 English Street
Atlanta, GA 30318

The Architect is:
(Name, address and other information)

Design Management Associates
6445 Powers Ferry Road
Suite 250
Atlanta, GA 30339

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

The General Renovations to 1365 English Street, Atlanta, GA 30318.

In addition to the Work described in the Contract Documents, the Contract Sum shall include additional non-construction services generally described as follows:

a. Relocation Services for Fulton County Sheriff's Department	\$59,035.00
b. FF&E Services for Fulton County Sheriff's Department	\$356,801.77
c. FF&E For Registration and Elections	\$86,595.25
d. FF&E for Superior Court Records	\$141,374.62
e. Design and Construction Documents	\$31,046.50

Applications for Payment for such non-construction services must be approved, in writing, by Steve Wehunt of Fulton County, and such funds necessary to make said payments must be received by Owner from Fulton County prior to remitting payment to Contractor. Owner makes no representations as to the work performed for such additional non-construction services and no warranty is provided by Owner. Contractor shall be responsible to supervise such services and verify that such services have been performed. The Leasehold Improvement Allowance (defined in Exhibit "B") shall not be used for such additional non-construction services.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.) Upon receipt of City of Atlanta Building Permit.

The work of this agreement shall commence upon receipt of a notice to proceed and all necessary permits, whichever occurs later.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows: **December 31, 2006.**

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

(Rows deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Seventy-nine Thousand Two Hundred Seventy-four Dollars and Zero Cents (\$ 1,879,274.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

For increases in the cost of the work, the Contractor's Fee shall be Ten Percent (10%) of the estimated cost of the additional work. There shall be no change to the Contractor's Fee for decreases in the cost of the work.

In the event any change orders are requested by Lessee and approved by Lessor and the architect, which change order increases the Contract Sum, such increase shall be paid by Lessee to the Escrow Agent within fifteen (15) days.

§ 4.3 Unit prices, if any, are as follows:

4.4 The owner agrees to provide evidence of satisfactory financing, prior to commencement of the work.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the Thirtieth (30th) day of a month, the Owner shall make payment to the Contractor not later than the Fifteenth (15th) day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Owner receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten Percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;

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- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **N/A Percent**.
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

(See Paragraph 5.2.3

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect
- .3 certificate of occupancy from City of Atlanta
- .4 final lien waiver.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

5.2.3 Upon correction by the Contractor of all punch list items and certification of such completion by the Architect, the Owner within thirty (30) days shall pay the Contractor the remaining contract balance.

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ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

Jay Moldow

§ 7.4 The Contractor's representative is:
(Name, address and other information)

N/A

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Init.

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User Notes:

(604631449)

Title of Specifications exhibit: N/A

(Rows deleted)

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
CS	Cover Sheet	Issued for Construction 09/14/06
D1.0	Demolition Plan	Issued for Construction 09/14/06
A1.0	Partition Plan, Main Level	Issued for Construction 09/14/06
A1.1	Partition Plan, Notes & Legend	Issued for Construction 09/14/06
A2.0	Reflected Ceiling Plan	Issued for Construction 09/14/06
A2.1	RCP, Notes & Legend	Issued for Construction 09/14/06
A3.0	Power & Data Plan	Issued for Construction 09/14/06
A3.1	Power & Data Plan, Notes & Legends	Issued for Construction 09/14/06
A4.0	Finish Plan	Issued for Construction 09/14/06
A4.1	Finish Plan, Notes & Legends	Issued for Construction 09/14/06
A5.0	Details, Wall Types	Issued for Construction 09/14/06
A5.1	Details Millwork	Issued for Construction 09/14/06
A5.2	Details, Life Safety Plan	Issued for Construction 09/14/06

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.


OWNER (Signature)

Douglas S. Kunigsky
(Printed name and title)
President.


CONTRACTOR (Signature)

W. Gardner Peek, President
(Printed name and title)

This contract is void if Fulton County does not deposit escrow funds as stipulated in the Lease.

DSK


Init.

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User Notes:

(604631449)

W. G. PEEK & ASSOCIATES, LLC.
ESTIMATE COVER SHEET

JOB : Fulton County Services
REP : Gardner Peek 109,622 **TOTAL USF**
Location: 1365 English Street
EST : Estimate 7/10/2006
DRWG: _____

DIVISION SUMMARY

DIV 1000 - GENERAL CONDITIONS	68,155.00
DIV 2000 - DEMOLITION	13,025.00
DIV 3000 - CONCRETE	10,125.00
DIV 4000 - MASONRY	17,950.00
DIV 5000 - METALS	14,400.00
DIV 6000 - CARPENTRY	11,000.00
DIV 7200 - INSULATION	12,500.00
DIV 7500 - ROOFING	9,540.00
DIV 7900 - CAULKING	0.00
DIV 8000 - DOORS/FRAMES/HARDWARE	20,450.00
DIV 8800 - GLASS & GLAZING	9,250.00
DIV 9250 - GWB & METAL STUDS	215,250.00
DIV 9510 - ACOUSTICAL CEILING	8,000.00
DIV 9310 - TILE	0.00
DIV 9600 - RESILIENTS/CARPET/SPECIAL	61,500.00
DIV 9900 - PAINTING & WALLCOVERING	49,500.00
DIV 10000 - SPECIALTIES	13,500.00
DIV 15400 - PLUMBING	56,512.00
DIV 15500 - SPRINKLER	31,830.00
DIV 15800 - HVAC	335,300.00
DIV 16000 - ELECTRICAL	178,460.00

Sub - Total	1,136,247.00
Fee:	<u>68,174.82</u>
TOTAL COST:	\$ <u>1,204,421.82</u>
P.S.F.:	\$ 10.99



1011 Collier Road • Atlanta, GA 30318 • 404-355-6000 • FAX 404-355-0756

P.O. Box 19859 • Atlanta, Georgia 30325-0859



September 14, 2006

VIA FEDERAL EXPRESS: (404) 730-4212

Mr. Stephen D. Wehunt
Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

RE: 1365 English Street
Atlanta, GA 30318

Dear Steve:

Per our conversation this week, I have enclosed the following invoices:

INVOICE #	AMOUNT	FOR
MK6606	\$706,468.00	Construction Services as follows: Contract Sum \$ 1,204,421 Construction Management (4%) 48,177 Subtotal \$ 1,252,598 Lessor Allowance <546,130> Net Amount \$ 706,468
MK6607	\$59,035.00	Relocation Sheriff's Department
MK6608	\$356,801.77	F F & E Sheriff's Department
MK6609	\$86,595.25	F F & E Registration & Elections
MK6610	\$141,374.62	F F & E Superior Court
MK6611	\$31,046.50	Design and Construction Documents
MK1365	\$70,087.08	First month rent and security deposit

I have updated our vendor information with your Purchasing Department and we have been assigned vendor #VS0000014376.

Please call 404.355.6000 or email me, stan@mkmanagement.com if you have any questions.

We look forward to working with you and having Fulton County as our tenant in this building.

Sincerely,

Stan Bieniek
Controller



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6606**
Date: 9-13-06 Job #: 2006018
Job Name: Fulton County
Job Location: 1365 English Street
Atlanta, GA 30318
Vendor : VS0000014376
Terms: Per Contract Documents

INVOICE

Construction Services	\$706,468.00
-----------------------	--------------

Total Due:	\$706,468.00
------------	--------------

Please make your check payable to MK Management Company, Inc.

Thank you.

10/07/06
ok/sec



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6608**

Date: 9-13-06 Job #: 2006018

Job Name: Fulton County

Job Location: 1365 English Street
Atlanta, GA 30318

Vendor : VS0000014376

Terms: Per Contract Documents

INVOICE

F F & E Services for Fulton County
Sheriff's Department

\$356,801.77

Total Due:

\$356,801.77

Please make your check payable to MK Management
Company, Inc.

Thank you.

11/07/06
oh/see



Fulton County - FF&E Budget

Revised – August 21, 2006

ITEM	QTY.	DESCRIPTION	UNIT	TOTAL
Sheriff Department				
Private Offices				
1.	(8)	U Group Desk Unit, 36 x 72 Desk 24 x 48 Bridge, 24 x 72 Credenza Box Box File and File File Drawers Wood Finish: TBD	1,479.60	11,836.80
2.	(8)	Five High Bookcase, 13 x 36 Wood Finish: TBD	352.68	2,821.44
3.	(8)	Four Drawer Lateral File, 20 x 35 Wood Finish: TBD	887.60	7,100.80
4.	(1)	48" Round Office Conference Table Wood Finish: TBD		489.20
5.	(8)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	1,965.60
6.	(20)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	3,782.00
Lobby				
7.	(6)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	1,134.60
8.	(2)	Corner Occasional Table, 20 x 20 Laminate Finish: TBD	134.25	268.50

Conference Rooms

9.	(1)	Closed Credenza, 20 x 72 Laminate Finish: TBD		768.30
10.	(12)	Mid Back Conference Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	2,948.40
11.	(1)	12 x 4 Conference Table Laminate Finish: TBD		870.10

Break Room

12.	(6)	36" Square Break Table Laminate Finish: TBD	210.75	1,264.50
13.	(24)	Break Chair without Arms Poly Shell Seat and Back Finish: TBD, Black Frame	98.70	2,368.80
14.	(1)	Refrigerator Color TBD		700.00
15.	(1)	Microwave		150.00
16.	(1)	Commercial Coffee Maker		300.00

Misc.

17.		High Density Shelving Per Plan Layout Max-Track Manual Mobile System 42" Shelving, 8 high with Dividers Finish: TBD		168,870.30
18.	(1)	Workroom Counter and Overhead Storage, Systems Setup with File Storage Below		1,897.64
19.	(6)	24 x 72 Laminate Folding Table For Recycling Room Laminate Finish: TBD	148.00	888.00
20.	(1)	14 x 16 Walk In Cooler Installation, Freight Included		21,102.50

Warehouse

21.		Sheriff's Dept - Racking System for Warehouse 112 Bays - 5 levels, Wire Decking 48 x 192, Non-Seismic		64,792.00
		Labor to receive and install		8,422.96

		Freight Estimate		6,479.20
22.	(4)	3 Wide Metal Lockers, 6 lockers per Unit, 12 x 15 x 72, Finish: TBD	522.84	2,091.37
		Freight Estimate		250.00
23.		Estimated Project Management Fee		4,400.00

Installation

24.		Provide labor to receive, deliver and install all furniture and appliances listed above. This anticipates all work to be completed during normal working hours, loading docks at a building location and exclusive use of dock at scheduled delivery times.		17,950.00
-----	--	---	--	-----------

	, Nontaxable Total	\$37,502.16
	Taxable Total	\$298,410.85
	Budget Subtotal	\$335,913.01
	<u>Estimated Sales Tax</u>	<u>\$ 20,888.76</u>
	BUDGET TOTAL	\$ 356,801.77

Note:

- Freight is included in pricing. Sales tax is estimated and will be charged on final invoice.
- Installation is included and anticipates delivery and install during normal working hours.
- Project Management Fee is based on 120.00 hours @ 110.00 per hour. This includes time allowed for move coordination of Fulton County supplied vendors.
- Estimated lead times vary from date of order entry.
- Order will be entered upon receipt of signed authorization and 50% deposit.
- Terms: 50% Deposit - Net 30 days.



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6610**
Date: 9-13-06 Job #: 2006018
Job Name: Fulton County
Job Location: 1365 English Street
Atlanta, GA 30318
Vendor : VS0000014376
Terms: Per Contract Documents

INVOICE

F F & E Services for Superior Court Records	\$141,374.62
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Total Due:	\$141,374.62
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Please make your check payable to MK Management
Company, Inc.

Thank you.

11/27/06
oh/sr



Fulton County - FF&E Budget
August 15, 2006

ITEM	QTY.	DESCRIPTION	UNIT	TOTAL
Superior Court Private Offices				
1.	(4)	U Group Desk Unit, 36 x 72 Desk 24 x 48 Bridge, 24 x 72 Credenza Box Box File and File File Drawers Wood Finish: TBD	1,479.60	5,918.40
2.	(4)	Five High Bookcase, 13 x 36 Wood Finish: TBD	352.68	1,410.72
3.	(4)	Four Drawer Lateral File, 20 x 35 Wood Finish: TBD	887.60	3,550.40
4.	(4)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	982.80
5.	(8)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	1,512.80
Workstations				
6.	(2)	AIS 8 x 8 Workstations, Powered L Shape surface layout, (1) Shelf (1) Closed Overhead Storage, (2) File Drawers, (1) Tasklight Fabric: Grade 1, TBD, Finish: TBD	3,258.90	6,517.80
7.	(2)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	491.40

Warehouse

8.	Superior Court - Racking System for Warehouse 140 Bays - 5 levels, Wire Decking 48 x 192, Non-Seismic	80,990.00
	Labor to receive and install	10,528.70
	Freight Estimate	8,099.00
9.	Project Management Fee	4,400.00

Installation

10.	Provide labor to receive, deliver and install all furniture listed above. This anticipates all work to be completed during normal working hours, loading docks at a building location and exclusive use of dock at scheduled delivery times.	9,876.40
-----	--	----------

	<u>Budget Sub-total</u>	<u>\$134,278.42</u>
	Nontaxable Total	\$32,904.10
	Taxable Total	\$101,374.32
	Budget Sub-Total	\$134,278.42
	<u>Estimated Sales Tax</u>	<u>\$ 7096.20</u>
	BUDGET TOTAL	\$141,374.62

Note:

- Freight is included in pricing. Sales tax is estimated and will be charged on final invoice.
- Installation is included and anticipates delivery and install during normal working hours.
- Project Management Fee is based on 120.00 hours @ 110.00 per hour. This includes time allowed for move coordination of Fulton County supplied vendors.
- Estimated lead times vary from date of order entry.
- Order will be entered upon receipt of signed authorization and 50% deposit.
- Terms: 50% Deposit - Net 30 days.



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Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6609**
Date: 9-13-06 Job #: 2006018
Job Name: Fulton County
Job Location: 1365 English Street
Atlanta, GA 30318
Vendor : VS0000014376
Terms: Per Contract Documents

INVOICE

F F & E Services for Registrations and Elections	\$ 86,595.25
---	--------------

Total Due:	\$ 86,595.25
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Please make your check payable to MK Management
Company, Inc.

Thank you.

11/07/06
oh/scl



Fulton County - FF&E Budget
August 15, 2006

ITEM	QTY.	DESCRIPTION	UNIT	TOTAL
Registration & Elections				
Private Offices				
1.	(2)	U Group Desk Unit, 36 x 72 Desk 24 x 48 Bridge, 24 x 72 Credenza Box Box File and File File Drawers Wood Finish: TBD	1,479.60	2,959.20
2.	(2)	Five High Bookcase, 13 x 36 Wood Finish: TBD	352.68	705.36
3.	(2)	Four Drawer Lateral File, 20 x 35 Wood Finish: TBD	887.60	1,775.20
4.	(2)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	491.40
5.	(4)	Guest Chair, Upholstered Seat and Back Fabric: Grade A, TBD Black Arms and Frame	189.10	756.40
Workstations				
6.	(2)	AIS 8 x 8 Workstations, Powered L Shape surface layout, (1) Shelf (1) Closed Overhead Storage, (2) File Drawers, (1) Tasklight Fabric: Grade 1, TBD, Finish: TBD	3,258.90	6,517.80
7.	(2)	Mid Back Desk Chair, Fixed T Arms Fabric: Grade A, TBD Black Arms and Frame	245.70	491.40

Warehouse

8.	Elections - Racking System for Warehouse 80 Bays - 4 levels, Wire Decking 48 x 192, Non-Seismic	46,280.00
	Labor to receive and install	6,016.40
	Freight Estimate	4,628.00
9.	Project Management Fee	4,400.00

Installation

10.	Provide labor to receive, deliver and install all furniture listed above. This anticipates all work to be completed during normal working hours, loading docks at a building location and exclusive use of dock at scheduled delivery times.	7,375.72
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Budget Subtotal:	82,396.88
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Nontaxable Total	\$22,420.12
Taxable Total	\$59,976.76
Budget Subtotal	\$82,396.88
<u>Estimated Sales Tax</u>	<u>\$4,198.37</u>

BUDGET TOTAL	\$ 86,595.25
--------------	--------------

Note:

- Freight is included in pricing. Sales tax is estimated and will be charged on final invoice.
- Installation is included and anticipates delivery and install during normal working hours.
- Project Management Fee is based on 120.00 hours @ 110.00 per hour. This includes time allowed for move coordination of Fulton County supplied vendors.
- Estimated lead times vary from date of order entry.
- Order will be entered upon receipt of signed authorization and 50% deposit.
- Terms: 50% Deposit - Net 30 days.



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Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6611**
Date: 9-13-06 Job #: 2006018
Job Name: Fulton County
Job Location: 1365 English Street
Atlanta, GA 30318
Vendor : VS0000014376
Terms: Per Contract Documents

INVOICE

Design and Construction Documents	\$ 31,046.50
-----------------------------------	--------------

Total Due:	\$ 31,046.50
------------	--------------

Please make your check payable to MK Management Company, Inc.

Thank you.



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P.O. Box 19859 • Atlanta, Georgia 30325-0859



Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK1365**

Date: 9-13-06

Lessee: Fulton County

Premises: 1365 English Street
Atlanta, GA 30318

Vendor : VS0000014376

Terms: Per Master Lease Agreement
Dated 08.16.06

INVOICE

First month minimum rent	\$ 35,043.54
Security Deposit	35,043.54

Total Due:	\$ 70,087.08
------------	--------------

Please make your check payable to MK Management Company, Inc.

Thank you.



Fulton County
General Service Department
Land Division
141 Pryor Street – Suite #8021
Atlanta, GA 30303

ATTN: Mr. Stephen D. Wehunt

Invoice #: **MK6607**
Date: 9-13-06 Job #: 2006018
Job Name: Fulton County
Job Location: 1365 English Street
Atlanta, GA 30318
Vendor : VS0000014376
Terms: Per Contract Documents

INVOICE

Relocation Services for Fulton County Sheriff's Department	\$ 59,035.00
---	--------------

Total Due:	\$ 59,035.00
------------	--------------

Please make your check payable to MK Management Company, Inc.

Thank you.

Exhibit C

ADDENDUM TO LEASE
EARLY TERMINATION UNAMORTIZED SCHEDULE

The table below reflects the Early Termination Unamortized Amounts due Lessor if the Lease is terminated by Lessee prior to December 31, 2016 as outlined in Section 2(e) - Term of this Lease. The amount due is based on the year notice of Early Termination is given by Lessee. The unamortized amount shall be due and payable in full along with any amount due for unpaid rent, or other amounts as outlined in this Lease at the time Early Termination is given.

If Early Termination occurs during:

Early Termination
Unamortized Amount

2007	\$724,725.58
2008	\$672,405.04
2009	\$614,605.85
2010	\$550,754.34
2011	\$480,216.76
2012	\$402,293.95
2013	\$316,209.51
2014	\$221,112.00
2015	\$116,056.57

Exhibit D

SPECIAL STIPULATIONS

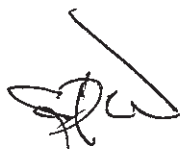
Lessor will permit Lessee to contract with Property Manager or third party of their choice to coordinate maintenance of all building systems for which Lessee is responsible.

Lessor agrees to give all consideration to using the Fulton County Lease document to be provided by Fulton County for the proposed Lease, subject to modifications as shown.



INTEROFFICE MEMORANDUM

To: John Lavelle,
Land Administrator

From: Stephen D. Wehunt, 
Real Estate Specialist – Land Division

Subject: MK Management –
Escrow Payment for
Warehouse Leasehold Improvements

Date: October 16, 2006

GENERAL SERVICES DEPT.-LAND DIVISION 141 PRYOR ST., S.W., SUITE 8021, ATLANTA, GA 30303 PHONE: (404) 730-7870 FAX: (404) 730-7877

STEPHEN D. WEHUNT,
REAL ESTATE SPECIALIST

Phone: 404/730-4212
Email: steve.wehunt@fultoncountyga.gov

JOHN C. LAVELLE (404) 730-7881
LAND ADMINISTRATOR

Following is the background information you requested for Finance related to the subject funds:

Purchase and installation of and payment for Furniture, Fixtures and Equipment (FF&E) is inclusive in "Leasehold Improvement" referenced in "Exhibit B" of the Lease. However, that may not be clear to someone who does not work in or have knowledge of the construction process.

In the seventeen years I have been with the County I have been directly responsible for various construction projects for the County. It has been typical for those projects and in general as far as I am aware that FF&E is considered part of the overall improvements for lease renovations, capital improvement projects and fast tract projects. Also, it has been typical that the Owner purchase and install FF&E and the County pay the Owner for FF&E as part of the overall project costs.

A good example of this practice would be the North Fulton Regional Health Center which was completed this June. I was the Project manager for this project also. Holder Properties is the Owner of the leased space and completed the Leasehold Improvement for the County. As a part of the improvements Holder expensed over five hundred thousand dollars for FF&E for the County. The County paid Holder direct for the FF&E and they in turn paid their contractor and vendors.

The Invoice I delivered to you from Holder Properties is for the renovation of the office space at Royal 400 for Commissioner Riley.

Her move to this site was based to the direction to terminate the lease at Holcomb Woods due to the Chair closing her office at the end of the year.

At the direction of the County Manager space was provided for Commissioner Riley within the space occupied by the Police Department. And the costs for the renovation provided by General Services.

The County paid Holder direct for the original renovation of the space for Health, the Tax Assessor and Tax Commissioner (now Police space). In that the initial renovation costs were paid, as we discussed, it appears that the best way to pay this invoice would be on a pay voucher.

If I can help in any way please let me know.

FIRST AMENDMENT TO MASTER LEASE

THIS FIRST AMENDMENT TO MASTER LEASE (this "First Amendment") is made and entered into as of the 21st day of December, 2016, by and between **DAVID L. KUNIANSKY, DOUGLAS S. KUNIANSKY and AMY KUNIANSKY SMITH (collectively "Lessor")**, and **FULTON COUNTY**, a political subdivision of the State of Georgia ("Lessee").

RECITALS:

- A. Pursuant to that certain Lease between the parties hereto dated August 16, 2006 (the "Lease") containing approximately 109,226 square feet, known at 1365 English Street, N.W., Atlanta, Georgia 30318 (the "Premises").
- B. The Term of the Lease is scheduled to expire on December 31, 2016 (the "Current Termination Date"), and the parties desire to extend the term of the Lease until December 31, 2021.
- C. Lessor is the current owner of the Building and is the Lessor under the Lease.
- D. Lessor and Lessee desire to amend and modify the Lease as hereinafter set forth to further extend the Term and for other purposes as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term.

- a) The Term of the Lease is hereby extended for five one-year renewal terms, beginning on January 1, 2017, and expiring on December 31, 2021, which 5-year period is sometimes referred to as the "Extended Term".
- b) The five (5) one-year automatic renewals shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease.

In no event shall this Lease continue beyond December 31, 2021 unless extended as provided herein by mutual consent. If the termination date falls on a Saturday, Sunday or national holiday, the lease Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions outlined herein.

2. Early Termination.

- a) The Lease may be terminated by either Lessee or Lessor as of the last day of a calendar year by providing written notice (the "Notice of Lease Termination") to the other party prior to October 1 of such calendar year, in which event the Lease, as amended hereby, shall terminate as of December 31 of such calendar year. Otherwise, the Lease, as amended hereby, shall terminate absolutely and without further obligation on the part of the Lessee or Lessor as of December 31, 2021, unless extended by mutual written agreement of the parties.
- b) If Lessee exercises the foregoing option to terminate, then as a condition of such early termination, Lessee shall, at the time of such exercise, pay Lessor an amount equal to the sum of the unamortized broker's commission paid by Lessor (amortized over the Extended Term of this Lease at an assumed interest rate of 10%), the payment of which sum must accompany Lessee's termination notice for the same to be effective. Lessee's option to terminate this Lease under this paragraph with respect to any particular calendar year shall be null, void and of no further force or effect if Lessee fails to timely exercise the foregoing termination and pay the termination fee. Lessor and Lessee agree that the termination fee described in this Section 2 shall be as set forth below for the termination date indicated:

<u>Early Termination Date</u>	<u>Termination Fee</u>
December 31, 2017	\$75,544.48
December 31, 2018	\$65,798.77
December 31, 2019	\$55,032.56
December 31, 2020	\$43,138.99

- c) If the Lease is terminated pursuant to this Section 2, Lessee shall not be liable for the payment of monthly installments of Rent or Additional Rent allocable to any period after the effective date of such early termination and Lessee's surrender of the Premises.

3. Rent.

- a) Subject to Section 2 above, Lessee shall remain liable for the payment of Rent for the Premises through the Current Termination Date in the amount and manner set forth in the Lease.
- b) Subject to Section 2 above, beginning on January 1, 2017, Lessee shall pay monthly installments of Rent in advance of or on the first day of each calendar month during the Extended Term, without demand, deduction or set off, in the following amounts, and otherwise in the manner set forth in the Lease:

<u>Period</u> <u>(Calendar Year)</u>	<u>Annual Rent</u>	<u>Monthly Installment</u> <u>of Rent</u>
2017	\$544,827.00	\$45,402.25
2018	\$544,827.00	\$45,402.25
2019	\$544,827.00	\$45,402.25
2020	\$558,720.00	\$46,560.00
2021	\$558,720.00	\$46,560.00

Monthly rental payments shall continue to be paid to Lessor, care of M K Management Company, Inc. M K Management Company, Inc. is the agent of the Lessor and shall be compensated by Lessor. M K Management Company, Inc. has not represented Lessee in this transaction.

4. Repairs by Lessor

Paragraph 20 of said Lease regarding Repairs by Lessor is amended to provide that Lessor will be responsible for the following:

- a) All existing HVAC equipment, including preventative maintenance, repairs and replacements
- b) Landscape maintenance
- c) Pest Control
- d) Annual Truck Door adjustments
- e) Sprinkler system maintenance and inspections
- f) Light bulb replacement

Additionally, Lessor shall perform the following Tenant Improvements no later than January 30, 2017:

- g) Replace warehouse lights per the attached Exhibit "A" White Tail Electric Estimate dated April 26, 2016; and
- h) Replace and repair the warehouse air conditioning per Exhibit "B" Ful-Bro Heating and Air Conditioning, Inc. Estimate dated May 20, 2016.
- i) Perform the tenant improvements as shown on the attached Exhibit "C" Sundance Construction, Inc. Estimate. Upon completion of the Sundance Construction tenant improvements Lessee shall pay Lessor \$30,000.00. The balance of the sums due under the Sundance estimate has been amortized over the Extended Term.

5. Security Deposit.

Lessor shall continue to hold the Security Deposit in the amount of \$35,043.34 pursuant to Paragraph 6 of the Lease through the expiration or earlier termination of the Term of the Lease (as extended hereby).

6. Submission of Amendment.

The submission of this Amendment to Lessee or to Lessor shall not be construed as an offer, and neither Lessee nor Lessor shall have any rights under this Amendment unless approved on the minutes of the Fulton County Board of Commissioners, and both parties execute originals of this Amendment and deliver the same to the other.

7. Miscellaneous.

Lessor and Lessee hereby acknowledge and confirm that the Lease, as amended hereby, is in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective, permitted successors and assigns. This Amendment shall be governed by and construed under the laws of the State of Georgia. Whenever terms are used in this Amendment, but are not defined, such terms shall have the same meaning as set forth in the Lease. Except as modified by this Amendment, Lessor and Lessee do hereby ratify and reaffirm each and every provision, term, covenant, agreement and condition of the Lease. The Lease, as modified by this Amendment, sets forth the entire agreement between Lessor and Lessee and cancels all prior negotiations, arrangements, agreements and understandings, if any, between Lessor and Lessee regarding the subject matter of this Amendment. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. Lessee represents and warrants that the person executing this Amendment is authorized to execute and deliver this Amendment and that all necessary approvals and consents have been obtained to bind Lessee under this Amendment and the Lease in accordance with their terms.

8. Counterparts.

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Amendment may further be executed and delivered by facsimile or by electronic mail.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the duly authorized officers of Lessor and Lessee have signed and sealed this Amendment as of the day and year first set forth above.

LESSOR:

DAVID L. KUNIANSKY*

David L. Kuniansky (SEAL)

AMY KUNIANSKY SMITH

By: David L. Kuniansky (SEAL)
David L. Kuniansky, Her Attorney-in-Fact

DOUGLAS S. KUNIANSKY*

Douglas S. Kuniansky (SEAL)

*David L. Kuniansky and Douglas S. Kuniansky are licensed real estate brokers acting as principals in this transaction.

LESSEE:

FULTON COUNTY,

a political subdivision of the State of Georgia

By: John H. Eaves
Chair-Fulton County Board of Commissioners

ATTEST

By: Mark Massey
Clerk to the Commission



ITEM # 16-1165
RECESS MEETING

RCS 12/21/2016

APPROVED AS TO FORM FOR FULTON COUNTY

This 21st day of December 2016.

By: _____

Name: [Signature]
Office of the Fulton County Attorney

EXHIBIT "A"

White Tail Electric Estimate

EXHIBIT "A"

White Tail Electric, Inc.

4345 Creek Park Drive
Suite 201
Suwanee, GA 30024
(678) 541-0561

Estimate

DATE	ESTIMATE #
4/26/2016	English Str

JOB NAME / ADDRESS	CUSTOMER
MK Construction Attn: Ed Ragsdale Post Office Box 19859 Atlanta, Georgia 30325	Lighting Upgrade 1365 English Street

		PROJECT
QUANTITY	DESCRIPTION	
	Warehouse / open deck areas	
1	Lot demo the existing MH high bay lighting and placed the old fixtures in dumpster provided by others	
170	New 6 lamp T5 fluorescent high bay lights to achieve 35 ft	
	Mezzanine Area	
37	Existing 2x4s replaced with new acrylic T8 fixtures	
5	Existing 2x2s replaced with new acrylic T8 fixtures	
	ALTERNATE: To provide occupancy sensors on the T5 high bay lights ADD \$10,330.00	
	NOTE: Old fixtures to be disposed of by others	
	NOTE: New T5 fixtures to be centered in the isles where applicable	
TOTAL		\$42,240.00

EXHIBIT "B"

Ful-Bro Heating and Air Conditioning, Inc. Estimate

EXHIBIT "B"



Ful-Bro Heating and Air Conditioning, Inc.

3230 Cumberland Dr.

Chamblee, GA 30341

Phone (770) 457-1211 Fax (770) 458-6598

May 20, 2016 *Revised 12/27/2016 **

Ed Ragsdale
MK Management

Re: 1365 English St. – Repairs and Replacements

Dear Ed,

Here are the prices to repair or replace equipment at the above address.

**Note the RTU numbers below and on the attached sheet are now correct, as they appear on the equipment.*

System	Description	Price
RTU-1	Option A: Replace the face plate support pieces above the burner.	\$800
	Option B: Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-2	Option A: Replace the face plate support pieces above the burner.	\$800
	Option B: Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-3	Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-9	Replace with New Carrier model 48TCDD14A2A6	\$11,400
RTU-10	Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-11	Option A: Attempt to repair leak and recharge circuit #1 (no guarantee)	\$1400
	Option B: Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-12	Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-13	Option A: Attempt to repair leak and recharge circuit #1 (no guarantee), replace rollout switch.	\$1500
	Option B: Replace with new Carrier model 48TCDD12A2A6	\$9900
RTU-15	Replace control board and pressure switch.	\$830

Prices include all labor, disposal of old units and crane fee.

The equipment installed by Ful-Bro carries the manufacturer's standard warranty.
Ful-Bro guarantees labor and materials on new equipment for 1 year.

Quote good for 30 days.

Please call if you have any questions.

Sincerely,
Jeff Dyer

EXHIBIT "C"

Sundance Construction, Inc. Estimate



PO BOX 767067
 ROSWELL, GA 30076
 ☎ 770.552.0063 (FAX)770.552.7314

COST ESTIMATE

PROJECT: CONDITIONED STORAGE AREA

OPTION: FULL HT WAREHOUSE AREA W/ 2-5 TON RTU'S
 ALL LIGHTING REWORK IS BY OTHERS
 NO DESIGN OR PERMIT COST

LOCATION: 1365 ENGLISH STREET

DATE: SEPT 13, 2016
 REV. 0

=====

REVISION NOTES:

NONE

GENERAL NOTES:

- A. ITEMS LISTED WITH ZERO (OR BLANK) QUANTITIES OR NOTED "NIC" ARE FOR CLARIFICATION ONLY AND ARE NOT INCLUDED UNDER PROJECT SCOPE.
- B. ITEMS LISTED AS "ALLOWANCES" (ALLW) ARE SUBJECT TO CORRECTION BASED ON ACTUAL FIELD CONDITIONS, MODELS SELECTED, AND ACTUAL QUANTITIES USED OR REQUIRED. ALLOWANCE AS LISTED INCLUDE OVERHEAD AND PROFIT WHICH SHALL BE ADJUSTED PROPORTIONALLY WITH FINAL ALLOWANCE AMOUNTS.
- C. ESTIMATE BASED ON OUTLINE FLOOR PLAN DATED 160812 (ATTACHED) AND SITE VISIT W/ ED RAGSDALE

BID NOTES:

- A. ALL UTILITIES & RESTROOMS ARE ASSUMED EXISTING AND AVAILABLE FOR REASONABLE USE BY CONTRACTOR AT NO COST.
- B. BUILDING WORK ASSUMED UNOCCUPIED
- C. POWER IS ASSUMED FROM EXISTING WAREHOUSE COLUMN MOUNTED PANEL
- D. WORK TO PROCEED DURING NORMAL WORK HOURS
- E. MOVING OF FURNITURE, RACKING, AND STORED PRODUCT IS NOT INCLUDED UNDER SCOPE OF THIS QUOTE
- F. NEW WALLS ARE TO ROOF DECK W/ R-19 INSULATION AND GWB ON EACH SIDE EXISTING 12' HIGH FRAMED WALL TO BE EXTENDED TO ROOF DECK W/ R-11 INSULATION AND GWB ON WORK SIDE ONLY
- G. DOORS TO BE METAL W/ STANDARD DUTY LOCKSETS AND SURFACE MOUNTED SLIDE BOLTS. DOORS AND FRAMES - PAINTED
- H. DRYWALL TO BE FINISHED AND SANDED SMOOTH - NO PAINTING

ALTERNATES:

- a. RUBBER BASE BOTH SIDES OF NEW WALLS- ADD \$572
- b. PAINT NEW WALLS BOTH SIDES- \$4,331 (includes full ht on work side of extended half wall)

c. INSULATE UNDERSIDE OF ROOF DECK- TBD IF REQUESTED)

PAGE 2

d. CORED BOLLARDS- TBD (IF REQUESTED)

LINE	WORK ITEM	QTY	UNIT	COST	COMMENTS
1	**GENERAL CONDITIONS**				
2	+SEC. TOTAL:	\$6,224		\$0	
3	SUPERVISION / LAYOUT		3 WKS	\$2,213	
4	TRUCK & SMALL TOOLS		3 WKS	\$1,192	
5	ARCHITECTURAL DESIGN & PERMIT TIME	NIC		\$0	
6	FIRE MARSHAL REVIEW ALLOWANCE	NIC		\$0	
7	BLDG PERMIT & CO ALLOWANCE	NIC		\$0	
8	CLEANUP		1 LS	\$417	
9	TEMP DUST CONTROL		1 LS	\$417	
10	TRASH & DUMP FEES		1 LDS	\$397	
11	TEMP. TOILET		0 MTH	\$0	
12	LIFT EQUIPMENT		2 EA	\$1,589	
13				\$0	
14				\$0	
15	**STEEL & DECKING**				
16	+SEC. TOTAL:	\$0		\$0	
17	NO WORK			\$0	
18				\$0	
19				\$0	
20	**ROOFING/PENETRATIONS**				
21	+SEC. TOTAL:*	\$0		\$0	
22	HVAC EQUIP CURBS - BUILT-UP ROOF		SEE BELOW	\$0	INCLUDED IN HVAC SECTION BELOW
23				\$0	
24				\$0	
25	**DOORS/FRAMES/HARDWARE**				
26	+SEC. TOTAL:	\$1,857		\$0	
27	HM DOOR FRAME (3/0x7/0x5-7/8)		1 EA	\$168	
28	HM DOOR FRAME (6/0x7/0x5-7/8)		1 EA	\$211	
29	18 GA METAL DOORS		3 EA	\$898	
30	CLOSERS (CORBIN DC3210)		2 EA	\$208	
31	LOCKSETS (CAL-ROYAL SL-00)		2 EA	\$147	
32	SURFACE MOUNTED SLIDE BOLTS		1 PR	\$77	
33	BALL BEARING HINGES		9 EA	\$114	
34	FLOOR/WALL STOPS		3 EA	\$35	
35				\$0	
36				\$0	
37	**GLAZING**				
38	+SEC. TOTAL:	\$0		\$0	
39	NO WORK			\$0	
40				\$0	
41				\$0	
42	**DRYWALL**				
43	+SEC. TOTAL:	\$20,708		\$0	
44	DIVIDER WALL TO DECK W/ R-19 INSL		150 LF	\$13,016	
45	EXTEND EXISTING WALL TO DECK		30 LF	\$2,057	GWB ON WORK SIDE ONLY
46	BOX AROUND BARJOIST - LIMITED		30 LF	\$625	PARTIAL OF MAIN WALL LINE
47	AIR SEAL AT ROOF DECK		330 LF	\$1,131	
48	FURRED WALLS		NIC	\$0	
49	DRYWALL FINISHING		7260 SF	\$3,766	
50	CORNER BEAD		285 LF	\$114	
51				\$0	
52				\$0	
53	**ACOUSTICAL**				
54	+SEC. TOTAL:	\$0		\$0	
55	NO WORK			\$0	EXPOSED STRUCTURE TO REMAIN
56				\$0	
57				\$0	
58	**FLOOR FINISHING**				
59	+SEC. TOTAL:	\$114		\$0	
60	BROOM SWEEP CLEAN		1 LS	\$114	
61	RUBBER BASE BOTH SIDES		NIC	\$0	SEE ALTERNATES ABOVE
62				\$0	
63				\$0	
64	**PAINTING**				
65	+SEC. TOTAL:	\$213		\$0	

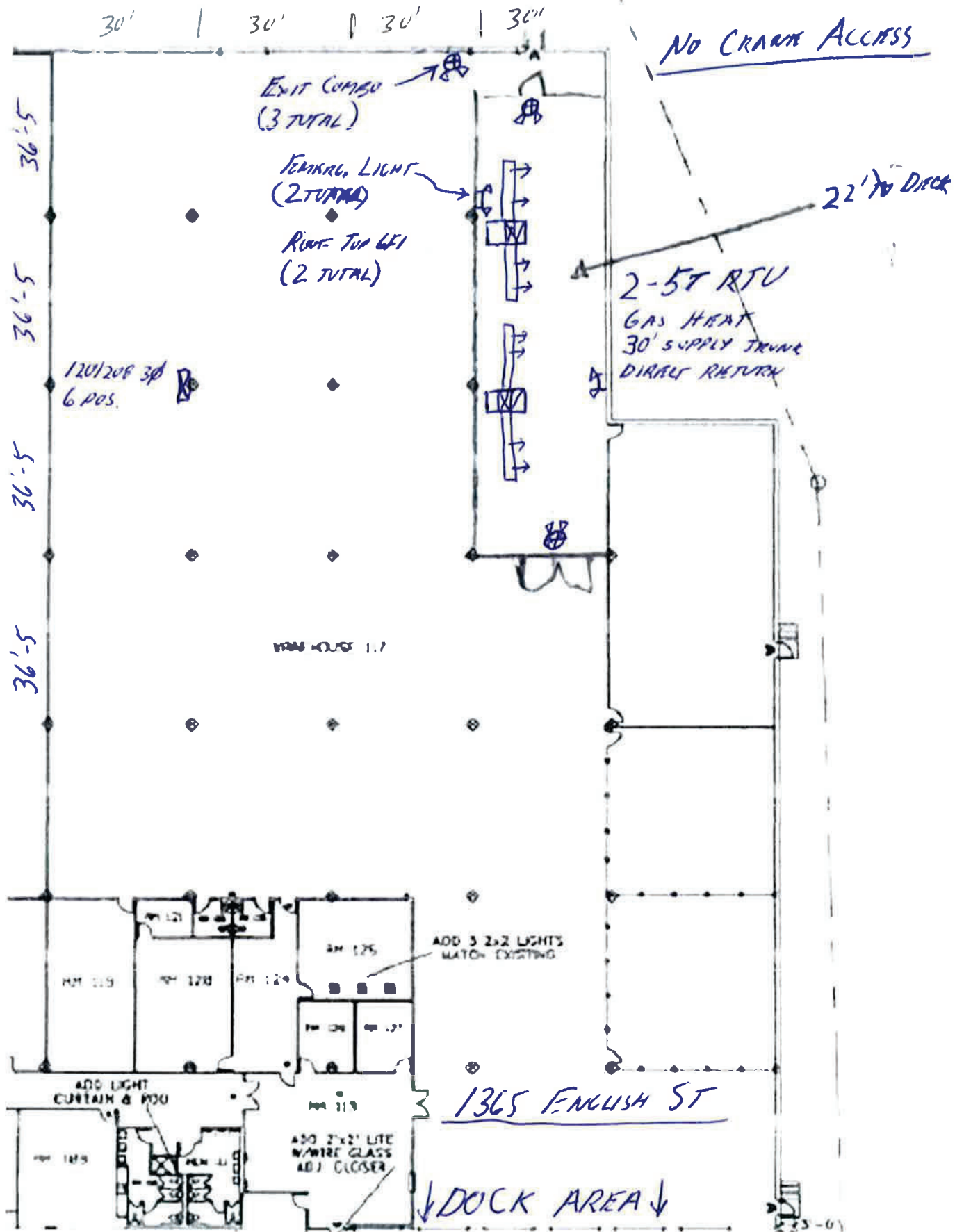
66	PAINT WALLS	NIC		\$0	SEE ALTERNATES ABOVE	PAGE 3
67	NEW DOORS & FRAMES		3 EA	\$213		
68				\$0		
69				\$0		
70	**EQUIPMENT**			\$0		
71	+SEC. TOTAL:	\$0		\$0		
72	NO WORK			\$0		
73				\$0		
74				\$0		
75	**FIRE CONTROL SYSTEMS**			\$0		
76	+SEC. TOTAL:	\$0		\$0		
77	NO WORK			\$0	ESTIMATE ASSUMES FINAL WALL LAYOUT WILL NOT	
78				\$0	REQUIRE REWORK OF SPRINKLER HEADS	
79				\$0		
80				\$0		
81	**HVAC**			\$0		
82	+SEC. TOTAL:	\$26,559		\$0		
83	ROOF TOP UNITS (2 EA 5-TONS W/ GAS HEAT;		10 TONS	\$26,559	SET AND ROLL ACROSS ROOF	
84	RELOCATION OF EXISTING UNIT HEATERS	NIC		\$0		
85				\$0		
86				\$0		
87	**ELECTRICAL**			\$0		
88	+SEC. TOTAL:	\$3,121		\$0		
89	BASE ELECTRICAL QUOTE		1 LS	\$3,121	FROM EXISTING WHSE PANEL	
90	.5-TON HVAC UNITS		2 EA	\$0		
91	.INSTALL PIGGY BACK BREAKER		1 EA	\$0		
92	.ROOF TOP GFI'S		2 EA	\$0		
93	.3-WAY SWITCHES		2 EA	\$0		
94	.NEW OR REWORKED LIGHTING	NIC		\$0		
95	.DUPLEX OUTLETS	NIC		\$0		
96	.E&E COMBOS		3 EA	\$0		
97	.EMERGENCY LIGHTS		2 EA	\$0		
98	EXIT LIGHTS (REPLACE)		0 EA	\$0		
99	REPAIR FIXTURES (ALLOWANCE)		0 LS	\$0		
100	TELEPHONE WIRING / EQUIPMENT	NIC		\$0		
101	DATA WIRING / EQUIPMENT	NIC		\$0		
102	ALARM WIRING / EQUIPMENT	NIC		\$0		
103	ENGINEERING	NIC		\$0		
104				\$0		
105				\$0		
106	=====					
107	\$58,797	TOTAL:		\$58,797		
108	DOES NOT INCLUDE ALTERNATES					

GENERAL CONDITIONS REV. 0

1. This quotation may be withdrawn if not accepted within 30 days.
2. Start date and completion period to be mutually agreed upon and are subject to assumptions related to permitting and inspection times.
3. Sundance Construction, Inc. shall maintain the following insurance for the duration of this project:
 - a. Comprehensive General Liability \$1,000,000 Combined Single Limit for Property Damage and Bodily Injury.
 - b. Comprehensive Automobile Liability \$500,000 Combined Single Limit for Property Damage and Bodily Injury
 - c. Worker's Compensation - Statutory Limits.
4. Fire, Tornado and other necessary insurance including Builder's Risk on the building and contents shall be by others unless specifically listed herein.
5. Quotation excludes identifying, handling, removal and disposal of any asbestos-containing or other material that may require special testing, handling, or specific disposal procedures.
6. Quotation excludes disposal of any material requiring special handling and / or disposal fees. To include, but not limited to: tires, solvents, paints, cleaning chemicals, etc.
7. Quotation excludes rock excavation, rework of unsuitable subgrade material, cleanup of buried debris, working below the water table, handling of environmentally contaminated material and related disposal fees.
8. Quotation excludes any additional requirements made my Tenant, Building Owner, Insurance Agency, or Authority Having Jurisdiction (A.H.J.) not specifically listed herein.
9. All utilities are assumed existing and available for reasonable use by contractor and subs at no cost.
10. Quotation excludes relocation and / or repair of hidden utility lines which may be discovered, damaged, or uncovered during construction.

11. All permit and any "know or anticipated" A.H.J. fees included in this estimate are ALLOWANCES. Architectural, Engineering, and Permit related work is specifically listed herein and is not included with nor implied by other work items listed unless specifically noted to that effect. Base Permit plans are limited to base Architectural drawings with structural and trade work noted only unless additional design and / or engineering fees are specifically listed. See Under: General Conditions and specific trades above for included fees. Examples of cost and fees that would be in addition to the base allowance amounts would include (but not be limited to) the following:
- ~~1. Any additional permit fees based on a higher "formula values" for work~~
 - ~~2. Any special assessments, special use fees, or change in use fees~~
 - ~~3. Any additional plan review fees or fees by other A.H.J. or their designated reviewers~~
 - ~~4. Any additional design, engineering, code consultation, and permitting services (including additional field investigation work, drawing sets, and supporting documents) which may be required for obtaining a permit, inspections, or certificate of occupancy by A.H.J.~~
12. In the event that work is stopped due to, but not limited to: changed conditions, labor unrest, or other events outside of Contractor's control, payment for materials ordered (or restocking fees if applicable), subcontract penalties, and work in place plus 12.5% overhead and profit shall be due consistent with terms the terms of this agreement.
13. All salvaged / scrape material removed during construction shall become the property of Sundance Construction, Inc. unless specifically identified herein.
14. Governing Law and Interpretation: This agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than the other.
15. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
16. Electronic Signatures: For all purposes herein, an electronic or facsimile signature shall be deem the same as the original signature; provided, however that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so.
17. Payment terms MONTHLY progress payments based on materials stored on site and work in place along with any prepayments or down payments made to vendors for future material deliveries or services. Final payment shall be due in full upon completion of subject work. All payments are due NET 10 from date of invoice. Failure of contractor to invoice for initial payment or submit MONTHLY payment request does not alter stated payment terms for subsequent invoices. Invoices past due after 30 (thirty days) shall be charged a 1.5% per month service charge along with any charges related to collection efforts. In the event that payments are not made per terms, Sundance Construction, Inc. reserves the right at its sole discretion to continue work, slow work, or halt work (including delay of proposed completion date) until all payments due are current.

SUNDANCE 9/12/2016



SECOND AMENDMENT TO MASTER LEASE

THIS AGREEMENT, made and entered into as of the 15th day of July, 2021, by and between **M K MANAGEMENT COMPANY, INC. as Agent for DAVID L. KUNIANSKY, DOUGLAS S. KUNIANSKY and AMY KUNIANSKY SMITH**, hereinafter referred to as "Lessor", and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "Lessee";

WITNESSETH:

For value received, it is hereby agreed that the "Lease" between the parties hereto dated August 16, 2006, as modified by First Amendment to Master Lease dated December 21, 2016, **covering approximately 109,226 square feet of office and warehouse space known as 1365 English Street, N.W., Atlanta, Fulton County, Georgia 30318**, is hereby further amended as follows:

1.

Paragraph 2 of said Lease is amended to provide that **beginning January 1, 2022, the term of the Lease shall be extended for three (3) consecutive one (1) year terms beginning on January 1st of each year and ending on December 31st of each year ending December 31, 2024 (the "Extended Term"). There are no options to extend the term beyond the Extended Term.** Each one (1) year automatic renewal shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease. Lessee must notify Lessor prior to October 1 of each consecutive year if such funds are not available and appropriated in which event the Lease, as amended, shall terminate absolutely and without further obligation on the part of Lessee or Lessor as of December 31 of that year.

2.

Paragraph 3 of said Lease is amended to provide that **effective January 1, 2022, the Minimum Rent shall be Fifty-Nine Thousand and 00/100 Dollars (\$59,000.00) per month for the Extended Term.** Monthly rental payments shall continue to be paid to Lessor, care of M K Management Company, Inc. M K Management Company, Inc. is the agent of the Lessor and shall be compensated by Lessor. M K Management Company, Inc. has not represented Lessee in this transaction.

3.

The following new paragraph 50 is hereby added to said Lease and shall read as follows:

TAX INCREASE OR DECREASE

50. Commencing in the year 2022, and permitted renewal terms, in the event the ad valorem taxes, sanitary taxes, or any other taxes assessed or levied against the real property where the leased Premises are located ("Taxes"), are increased by any municipality, county, or other governmental agency or body, over and above the taxes assessed or levied against said property in excess of the sum of **\$122,000.00 (the "Base Amount")**, then Lessee agrees to pay Lessor, as additional rental, the increase in said Taxes over the Base Amount allocated to Lessor. Said increase shall apply whether the increase results from an increase in the tax rate or an increase in the assessed valuation of the property. Lessee agrees to pay Lessor said increased amount within thirty (30) days after receipt of a notice, in writing, from Lessor, as to the increase in said taxes, accompanied by a copy of the tax bill for the year of increase. In the event said Taxes are less than the Base Amount for any year, Lessee shall receive a credit against the Minimum Rent next becoming due for the decrease in Taxes below the Base Amount. If the Lease expires before the credit has been applied in full, Lessor shall pay the balance due within thirty (30) days of the expiration or earlier termination of the Lease. If the first or final year of the Lease term does not coincide with the calendar year, which is also the tax year, the increase in taxes for the portion of that year shall be pro-rated. In the event said Taxes are appealed and such appeal results in a reduction in the tax bill, Lessee shall be responsible for the cost of the tax appeal, which amount shall be deducted from the credit against Minimum Rent.

The provisions hereof shall survive the termination of the Lease.

4.

Lessee accepts the Premises "AS-IS" and Lessor shall not be required to perform any tenant improvements in connection with the renewal and extension of this Lease.

5.

Paragraph 32 of said Lease regarding Notices is hereby amended to provide that copies of notices to Lessor shall be sent to Richard N. Lenner, Esq. at 5200 Roswell Road, Atlanta, GA 30342.

6.

All other terms and conditions of said Lease, as amended by that certain First Amendment to Master Lease dated December 21, 2016, are hereby reaffirmed as being in full force and effect.

IN WITNESS WHEREOF, the parties hereto who are individuals have set their hands and seals and the parties hereto who are entities have caused this instrument to be duly executed by their proper officers as of the day and year first above written.

LESSOR:

**DAVID L. KUNIANSKY, AMY KUNIANSKY
SMITH and DOUGLAS S. KUNIANSKY**

**By: MK MANAGEMENT COMPANY, INC.,
As Agent**

 (SEAL)
DOUGLAS S. KUNIANSKY, President
Licensed Real Estate Broker

 (SEAL)
STANLEY M. BIENIEK, Asst. Secretary


LESSEE:

FULTON COUNTY, GEORGIA

A political subdivision of the State of Georgia

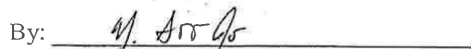

Name: Robert L. Pitts
Title: Chairman, Fulton County Board of Commissioners

ATTEST

By: 
Name: Tonya R. Grier
Title: Clerk to the Commissioners



Approved as to form for Fulton County
This 13th day of December, 2021

By: 
Name: Y. Soo Jo
Office of the County Attorney

ITEM # 21-0891 RCS 11/17/2021
RECESS MEETING

DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT

Fulton County Government Center

141 Pryor Street SW, Suite 8021, Atlanta, Georgia 30303

Phone: (404) 712-6000



September 28, 2023

VIA OVERNIGHT DELIVERY

M. K. Management Company, Inc.
Attn: Mr. Douglas S. Kuniansky
1011 Collier Road
Atlanta, Georgia 30318

Richard N. Lenner, Esq.
5200 Roswell Road
Atlanta, Georgia 30342

Re: Notice of Lease Non-Renewal/Termination

Dear Mr. Kuniansky,

Fulton County, Georgia (the "County") is the Lessee of premises known as 1365 English Street, N.W., Atlanta, Georgia 30318 (the "Premises") under that certain Master Lease Agreement for Facilities, dated August 16, 2006, as amended by that certain First Amendment to Master Lease, dated December 21, 2016, as further amended by that certain Second Amendment to Master Lease, dated July 15, 2021 (collectively, the "Lease"). Pursuant to Section 1 of the Second Amendment to Master Lease, this letter is notice that the County is exercising its right to not renew and to terminate the Lease effective December 31, 2023.

While it is Fulton County's sincere intent to relocate all remaining items from the warehouse prior to December 31, 2023, if the County's relocation cannot be completed by that date, The County is requesting that Lessor approve the County's continued occupancy of the Premises as a tenant at will with all Lease provisions remaining in effect until the premises are vacated and possession returned.

An exit walk through of the Premises by Michael A. Graham in the Fulton County Land Division will be arranged to assess the current condition of the Premises prior to the termination date, or any hold over period. Please contact Mr. Graham directly at 404-612-7884 to confirm a date and time for a walkthrough. Any observed defects notice during the walkthrough that will require repair will need be documented by Lessor in a memo and submitted to the County.

The security deposit refund payment minus any authorized deduction, must be made payable to Fulton County, Georgia, with a memo of Security Deposit Refund 1365 English Ave Atlanta, Georgia and delivered to:

Fulton County Georgia
141 Pryor Street, Suite 7001
Atlanta, Georgia, 30303
Attn: Finance Director

Fulton County sincerely appreciates the support and assistance we have received from you and your staff over the seventeen (17) year Lease term.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dick Anderson', with a stylized flourish at the end.

Richard "Dick" Anderson
County Manager

xc: Joseph Davis, Director, DREAM
Tim Dimond, Deputy Director, DREAM
Michael Graham, Land Administrator

1 A RESOLUTION BY THE BOARD OF COMMISSIONERS AUTHORIZING THE
2 TERMINATION OF CERTAIN LEASES UTILIZED BY THE DISTRICT ATTORNEY;
3 DELEGATING AUTHORITY TO THE COUNTY MANAGER TO NEGOTIATE THE
4 EFFECTIVE TERMINATION AND OR SUSPENSION OF CERTAIN LEASES WHEN IN
5 THE BEST INTEREST OF FULTON COUNTY; REQUIRING THE COUNTY MANAGER
6 TO SPREAD SUCH ACTIONS ON THE MEETING MINUTES OF A SUBSEQUENT
7 BOARD OF COMMISSIONERS' MEETING; AUTHORIZING THE COUNTY MANAGER
8 TO EXECUTE THOSE DOCUMENTS NECESSARY TO TERMINATE THOSE LEASES
9 APPROVED BY THE BOARD OF COMMISSIONERS; AUTHORIZING THE COUNTY
10 ATTORNEY TO APPROVE ANY REQUIRED DOCUMENTS AS TO FORM AND MAKE
11 MODIFICATIONS AS NECESSARY PRIOR TO EXECUTION; AND FOR OTHER
12 PURPOSES

13 WHEREAS, Fulton County finds it necessary to negotiate and lease commercial
14 office spaces from various entities within Fulton County to provide adequate and sufficient
15 space for utilization by Fulton County elected officials, departments and agencies to
16 deliver essential services to its citizens from these facilities; and

17 WHEREAS, to negotiate competitive rates and to comply with applicable state
18 laws prohibiting unreasonable debt, these commercial leases, among other things, are
19 subject to yearly financial appropriations by Fulton County, include build-out termination
20 costs to capture the financial outlays of the landlords to configure their spaces for use by
21 County officials, department and agencies, and contain renewals and terminations
22 clauses effective upon notice to the various landlords; and

23 WHEREAS, the newly elected Fulton County District Attorney has identified four
24 (4) leases that do not align with the future operations of her office and has requested that
25 Fulton County terminate those leases; and

26 WHEREAS, the newly elected District Attorney has identified the following lease
27 locations that she has requested that Fulton County terminate: 461 Nelson Street, Atlanta,
28 Georgia; 2472 Martin Luther King Jr. Dr., SW, Atlanta, Georgia; 2996 Grandview Avenue,
29 Atlanta, Georgia; and 4910 Jonesboro Road, Building 100, Suite 104, Union City,
30 Georgia; and

1 **WHEREAS**, Fulton County lease agreements designate "Fulton County" and not
2 a specific person with the authority to terminate or suspend the leases entered into by the
3 Board of Commissioners; and

4 **WHEREAS**, it has also been the practice and custom of Fulton County to seek the
5 permission of the Board of Commissioners to terminate or suspend lease agreements
6 entered into by the Board of Commissioners under the authority granted by Fulton County
7 Code § 1-117, when a specific County person is not expressly designated with this power
8 in a lease agreement; and

9 **WHEREAS**, the Board of Commissioners has determined that terminating the
10 leases identified by the newly elected Fulton County District Attorney will assist her in her
11 desire to operate her office in a manner that best serves the citizens of Fulton County;
12 and

13 **WHEREAS**, it is a Fulton County initiative that all people trust that government is
14 efficient and requires staff and the County Manager to implement procedures and
15 recommend policies that optimize service levels for all operations to include the
16 management of lease agreements involving Fulton County and real property owned by
17 Fulton County; and

18 **WHEREAS**, circumstances also occur from time to time that require Fulton County
19 to provide timely notice to terminate certain leases that are no longer beneficial to the
20 County's interest, where waiting for formal Board of Commissioners' approval of such
21 termination could adversely affect the County's ability to timely terminate them or
22 negatively affect the County's financial position or obligations under the lease term; and

23 **WHEREAS**, pursuant to Fulton County Code § 2-152, the County Manager, as the
24 chief executive officer of Fulton County, has the duty "to conduct, supervise and
25 administer all county affairs, subject only to the general law, to rules prescribed by the
26 [Board of Commissioners], and subject to the right of the [Board of Commissioners] to
27 review, repeal or modify any action of the [County Manager] which is contrary to the
28 general law or such rules...."; and

1 **WHEREAS**, it is the recommendation of the Department of Real Estate and Asset
2 Management that the County Manager or his/her designee be given the authority
3 terminate the County's lease agreements when it is in the County's best interest to do so,
4 to sign those documents necessary to manage the County's lease agreements to include
5 estoppel certificates and the granting of temporary right of access agreements to Fulton
6 County owned real property for the purpose of making general onsite repairs and for
7 public safety, among other purposes; and

8 **WHEREAS**, the Board of Commissioners has also determined that delegating to
9 the County Manager or his/her designee the authority to terminate lease agreements
10 entered into by the Board of Commissioners, along with the power to manage and execute
11 other documents required to effectuate lease agreements, will serve the County's interest
12 in preserving County resources and avoid circumstances where a delay may jeopardize
13 the County's interest.

14 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
15 approves the County Manager completing the effective termination of the following lease
16 agreements identified by the newly elected Fulton County District Attorney at the stated
17 locations as no longer being aligned with the operations of her office: 461 Nelson Street,
18 Atlanta, Georgia; 2472 Martin Luther King Jr. Dr., SW, Atlanta, Georgia; 2996 Grandview
19 Avenue, Atlanta, Georgia; and 4910 Jonesboro Road, Building 100, Suite 104, Union City,
20 Georgia.

21 **BE IT FURTHER RESOLVED**, that County staff is directed to take all necessary
22 steps to effectuating the termination of these lease agreements, including delivering
23 necessary notices and execution of necessary and related documents, and that the
24 Finance Department is hereby authorized to expend all necessary funding that Fulton
25 County is obligated to pay relating to the termination of the named leases from a funding
26 source identified by the County Manager under the approved County Budget or that of
27 the affected department.

28 **BE IT FURTHER RESOLVED**, that the County Manager or his/her designee is
29 delegated with the authority to terminate or suspend Fulton County's lease agreements

1 when it is in the County's best interest to do so, to sign those documents necessary to
2 manage the County's lease agreements, to include estoppel certificates and the granting
3 of temporary right of access agreements to Fulton County owned real property for the
4 purpose of making general onsite repairs and public safety.

5 **BE IT FURTHER RESOLVED**, that the County Manager shall consult with the
6 County Attorney, the Finance Department and the affected department prior to
7 terminating a lease agreement.

8 **BE IT FURTHER RESOLVED**, that the County Manager or his/her designee is
9 required to spread the effective termination of lease agreements involving Fulton County
10 on the meeting minutes of the next available Board of Commissioners' meeting, to include
11 all financial outlays or payments required by Fulton County stemming from the
12 termination.

13 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
14 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
15 are hereby repealed to the extent of the conflict.

16 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
17 Georgia, this 20th day of January, 2021.

18
19 **FULTON COUNTY BOARD OF COMMISSIONERS**
20
21

22 

23
24 Robert L. Pitts, Chairman

25
26
27 ATTEST:

28 
29
30 Tonya R. Grier, Clerk to the Commission
31
32
33



1 APPROVED AS TO FORM:
2
3

4 
5

6 Kaye W. Burwell, Interim County Attorney
7

P:\CALegislation\Land\1.06.2021. Resolution Delegating County Manager with Authority to Terminate Certain Leases.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0750

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

For spreading on meeting minutes. Notice of Lease Non-Renewal/Termination, executed by the County Manager pursuant to the Resolution approved under Agenda Item #21-0052, adopted on January 20, 2021, of that certain Sixth Amendment to Lease Agreement between Fulton County, a political subdivision of the State of Georgia, as Lessee, and Cobalt Industrial REIT, a Texas real estate investment trust, as Lessor, for property located at 3025 Commerce Way, Atlanta, Georgia. Effective December 31, 2023. A payment of \$4,193.33 for unamortized buildout expenses was required to be paid with this non-renewal/termination.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County Resolution #21-0052 authorizes the County Manager to terminate or suspend lease agreements when it is in the County's best interests to do so. That resolution requires the County Manager to spread the effective termination of lease agreements on the meeting minutes of the next available Board of Commissioners' meeting and identify and include all financial outlays or payments required by Fulton County stemming from the termination.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Completion of onsite construction for the consolidate warehouse initiative requires the termination of the current lease agreement at 3025 Commerce Way, Atlanta, Georgia. The warehouse space leased at this location is presently used for storage by multiple Departments within Fulton County to include Information Technology, Superior Court Services and DREAM.

Community Impact: Terminating this lease agreement confirms Fulton County's commitments to being financially responsible and maintaining optimum efficiency when providing government services to its residents and visitors to Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management and the Office of County Manager terminated the lease at 3025 Commerce Way, Atlanta, Georgia due to the consolidation and relocation of government services provided by Superior Court Services, the Department of Information Technology and DREAM into a single centralized and modernized location.

Project Implications: Terminating the lease agreement in compliance with the lease terms was necessary to avoid financially liability which would require Fulton County to make payments of monthly rent beyond physical occupancy of the leased space.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: The initial Lease Agreement was approved as Agenda Item #90RCM555 at the Board of Commissioners' Meeting held July 18, 1990 and most recently the Sixth Amendment to Lease was approved June 18, 2014, as Agenda Item #14-0425 by the Board of Commissioners.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

*** ORIGINAL ***

COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA

COUNTY OF FULTON

THIS LEASE, made this 26th day of June, 1990, by and

between M. D. HODGES ENTERPRISES, INC., first party, (hereinafter called "Landlord");
300 Great Southwest Parkway
Atlanta, Georgia 30336

and FULTON COUNTY BOARD OF COMMISSIONERS, second party, (hereinafter called "Tenant");
141 Pryor Street, SW
Atlanta, Georgia 30303

WITNESSETH:

Premises

1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations herein-after mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (exclusive of any easement for light or air), hereinafter called "premises", to wit:

17,812 Square Feet of previously occupied office and warehouse space, including 1,810 Square Feet of existing air conditioned offices, toilets and corridor areas, all of which is located at 3031 I-75 SOUTH, Hapeville, Georgia, being a portion of a building known as 3025 I-75 South, containing 71,492 Square Feet. Said building is located on property in Land Lot 67 of the 14th District of Fulton County, Georgia.

**ALSO SEE Term
SPECIAL
STIPULATIONS
PARAGRAPH 33:**

2. To have and to hold the same for the term to commence on the 1st day of August 1990, and ending on the 31st day of July, 1995, at midnight, unless sooner terminated as hereinafter provided.



Rental

3. The Tenant agrees to pay to the Landlord promptly on the first day of each month in advance, during the term of this lease, a monthly rental of SEE SPECIAL STIPULATIONS - PARAGRAPH 33

The aforesaid payments of rent are to be made to

M. D. HODGES ENTERPRISES, INC.
300 Great Southwest Parkway
Atlanta, Georgia 30336

**Construction of
this Agreement**

4. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Time is of the essence of this agreement.

Definitions

5. "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord", and "Tenant", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Utility Bills

6. Tenant shall pay water, sewer, gas, electricity, fuel, light, heat, power bills and sprinkler system service charges (if any) for leased premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the premises.

Use of Premises

7. Premises shall be used for records management

purposes and no other. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

**Abandonment of
Leased Premises**

8. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof.

ALSO SEE

SPECIAL
STIPULATIONS
PARAGRAPH 41.

Repairs by
Landlord
TENANT
LANDLORD

9. The Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the building; provided, however, the Landlord shall not be responsible for the repair of glass and exterior doors and any and all repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

ALSO SEE

SPECIAL
STIPULATIONS
PARAGRAPH 42.

Repairs by
Tenant

10. Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. In the event Tenant fails to make said repairs or maintain said grounds, then Landlord may, but shall not be obligated to, make such repairs or maintain said grounds, in which event, Tenant shall promptly reimburse Landlord for all expenses incurred thereby. If this is a multi-tenanted building, Tenant's responsibility to maintain said grounds shall be limited to all outside areas of the building adjacent or opposite to the exterior walls of the area covered by this Lease. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of Landlord.

ALSO SEE

SPECIAL
STIPULATIONS
PARAGRAPH 41.

Tax
Escalation

11. Tenant shall pay to Landlord upon demand, as additional rental during the term of this lease and any extension or renewal thereof, the amount by which all taxes (including, but not limited to, ad valorem taxes, special assessments and governmental charges) on the premises for each tax year exceeds all taxes on the premises for the first full tax year during the lease term. In the event the premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the lease term.

TENANT

Destruction of,
or Damage to
Premises

12. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

Indemnity

13. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs.

Governmental
Orders

14. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice, unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

Condemnation

15. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

Assignment and
Subletting

16. Tenant may not, without the prior written consent of Landlord which shall not be unreasonably withheld by Landlord, assign this lease or any interest hereunder, or sublease premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability.

Removal of
Fixtures

17. Tenant may (if not in default hereunder), prior to the expiration of this Lease or any extension thereof, remove all fixtures and equipment which Tenant has placed in the premises; provided, however, that Tenant shall not remove: (a) air conditioning, air ventilating and heating fixtures; (b) lighting fixtures; (c) dock levels; and (d) carpeting. Upon removal of said fixtures and equipment which Tenant is allowed to remove as set forth in the preceding sentence, Tenant shall repair all damage to premises caused by such removal.

Cancellation of
Lease by Landlord

18. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Relletting by
Landlord

19. Landlord, as Tenant's agent, without terminating this lease, upon Tenant's failure to cure any default within the time permitted as set forth in paragraph 18 hereof, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on relletting.

Exterior
Signs

20. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

TENANT
LANDLORD

Entry for
Carding, etc.

Effect of
Termination
of Lease

Mortgagee's
Rights

No Estate
in Land

Holding Over

Attorney's Fees
and Homestead

Rights
Cumulative

Service of
Notice

Statement of
Acceptance

Special
Stipulations

21. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any, after first securing from the Tenant a date and time as necessary for Landlord.

22. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

23. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord, and Tenant agrees to execute and deliver such documentation as may be required by any such lender to effect any such subordination.

24. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

25. If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

26. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

27. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

28. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

29. After completion of the premises in accordance with the terms of this Lease Contract, Tenant will furnish Landlord with a written statement confirming Tenant's acceptance of the premises and confirming the commencement date of the term of this Lease.

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

30. SITE PLAN - One sheet dated 3/6/72, as revised through 9/10/73, and showing Site Plan and building containing 71,492 Square Feet is attached hereto as EXHIBIT "A" and by reference is made a part hereof. The premises as described in Paragraph 1 hereof are identified in "red" on the plan. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

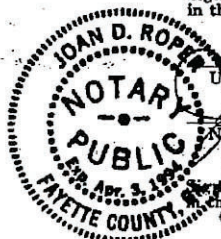
-----SPECIAL STIPULATIONS CONTINUED ON ATTACHED SHEETS-----

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed, sealed and delivered as to Landlord,
in the presence of:

M. D. HODGES ENTERPRISES, INC.



Judith Corlett
Official Witness
Joan D. Roper
Notary Public

[Signature] (SEAL)
Landlord M. D. Hodges, President
(Landlord) (SEAL)

Signed, sealed and delivered as to Tenant,
in the presence of:

FULTON COUNTY BOARD OF COMMISSIONERS

Dora White
Official Witness
[Signature]
Notary Public
Fulton County - Expires
April 2, 1991

[Signature] (SEAL)
[Signature] (SEAL)
(Tenant) Clerk

ITEM #555, RCM 7/18/90 A.M.

Approved as to form
[Signature]
ASSOCIATE COUNTY ATTORNEY

SPECIAL STIPULATIONS, CONTINUED
FULTON COUNTY BOARD OF COMMISSIONERS
3031 I-75 SOUTH
HAPEVILLE, GEORGIA

JUNE 26, 1990
PAGE 1

31. OFFICE FLOOR PLAN - One sheet dated 10/5/77, as revised 6/26/90, and covering 1,810 Square Feet of existing offices, toilets and corridor areas covered by this Lease, is attached hereto as EXHIBIT "B" and by reference is made a part hereof. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

32. WAREHOUSE FLOOR PLAN - One sheet dated 10/5/77, as revised 6/26/90, and covering existing floor plan of 17,812 Square Feet is attached hereto as EXHIBIT "C" and by reference is made a part hereof. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

33. TERM AND RENTAL SCHEDULE - The initial term of this Lease shall be for twelve (12) months beginning on August 1, 1990, and ending on July 31, 1991, unless sooner terminated as herein provided. The term of this Lease shall be automatically extended and renewed for four (4) consecutive successive periods of twelve (12) months each upon the terms and conditions herein contained unless the Tenant gives to the Landlord prior written notice that the Lease shall not be so extended and renewed at least one hundred twenty (120) days prior to the date of expiration of the original term or any extended term, with the first such extended term beginning August 1, 1991, and ending on July 31, 1992, and each successive term beginning and ending on the annual anniversary dates with the final Lease term ending July 31, 1995.

Tenant agrees to pay Landlord promptly on the first day of each month in advance during the term of this Lease a monthly rental of

\$4,453.00 Monthly In Advance	<u>AUGUST 1, 1990 THROUGH JULY 31, 1993</u> Four Thousand Four Hundred Fifty-Three and 00/100 Dollars	Thirty-Six (36) Months
\$4,898.00 Monthly In Advance	<u>AUGUST 1, 1993 THROUGH JULY 31, 1994</u> Four Thousand Eight Hundred Ninety-Eight and 00/100 Dollars	Twelve (12) Months
\$5,094.00 Monthly In Advance	<u>AUGUST 1, 1994 THROUGH JULY 31, 1995</u> Five Thousand Ninety-Four and 00/100 Dollars	Twelve (12) Months



34. ADVANCE RENT - Notwithstanding Paragraph 3 of this Lease, Landlord acknowledges receipt from Tenant of FOUR THOUSAND FOUR HUNDRED FIFTY-THREE AND 00/100 (\$4,453.00) DOLLARS rent, which rent Tenant has paid in advance for the first month's rent.

35. DRIVES AND PARKING AREAS - All driveways and all paved areas of the premises covered by this Lease are for the common use of all tenants of the building located in whole or in part thereon.

36. COMMENCEMENT OF RENT - It is understood by Tenant that the premises identified in Paragraph 1 hereof are presently occupied by the Office of Secretary of State and said occupant has verbally committed to vacate the premises on or about July 6, 1990. It is understood by Landlord that Tenant and the Office of Secretary of State have reached an agreement whereby Tenant is acquiring the existing warehouse racking/shelving system which shall remain in the premises. Said Racking/shelving is not presently and shall not become a property of Landlord and Tenant covenants and agrees that all said racking/shelving system shall be removed by Tenant upon the termination of this Lease.

Notwithstanding Paragraphs 2, 29 and 33 of this Lease, and providing that this Lease has been properly executed by Landlord and Tenant, rent shall commence upon the date of substantial completion for beneficial occupancy of all work covered by Paragraph 43 or upon occupancy of the premises by Tenant, whichever event first occurs. If the premises are not occupied until after August 1, 1990, or occupied prior to August 1, 1990, rent shall be accounted for at the rate of ONE HUNDRED FORTY-SIX AND 40/100 (\$146.40) DOLLARS per day for that month in which substantial completion of the premises or occupancy occurs; thereafter, rent shall be accounted for at the rate set forth in Paragraph 33 of the Lease.

This Lease shall be for a full five (5) year period beginning on the first day of the month following the date of completion of the premises or occupancy of the premises by Tenant, whichever event first occurs, unless sooner terminated as herein provided.

37. WAIVER OF SUBROGATION - Landlord shall waive all rights of recovery and all causes of action against Tenant for any loss occurring to the premises resulting from any of the perils insured against under such policy or policies of insurance carried by landlord regardless of cause including negligence of Tenant, and to the extent of any recovery under such policy or policies of insurance. Landlord will cause these policies of insurance to include an

TENANT
LANDLORD

endorsement to that effect. Tenant shall waive all rights of recovery and all causes of action against Landlord to the extent of any recovery under such policy or policies of insurance carried by Tenant, and Tenant will cause these policies of insurance to include an endorsement to that effect.

38. SPRINKLER SYSTEM - A sprinkler system for the premises, including existing offices, is included in this Lease Agreement.

39. UTILITY BILLS

(A) ELECTRICITY - Notwithstanding anything to the contrary in Paragraph 6 hereof, the premises covered by this Lease have been metered directly for electricity. All bills for electricity consumed on the premises covered by this Lease shall be received by Tenant, and Tenant shall be responsible for and pay directly to the utility for said services.

(B) NATURAL GAS - Notwithstanding anything to the contrary in Paragraph 6 hereof, the premises covered by this Lease have been metered directly for natural gas. All bills for natural gas consumed on the premises covered by this Lease shall be received by Tenant, and Tenant shall be responsible for and pay directly to the utility for said services.

(C) WATER - Notwithstanding anything to the contrary in Paragraph 6 hereof, Landlord has furnished one water meter with necessary piping to serve the building containing 71,491 Square Feet in which the 17,812 Square Feet covered by this Lease is located. Landlord shall be billed by the utility for all water consumed on the entire premises on which the 17,812 Square Feet is located, and Landlord shall promptly pay said bills. Landlord shall, however, invoice Tenant semi-annually for Tenant's share of water used based on a pro rata share of Tenant's leased portion of the entire building, and Tenant shall promptly pay said bills; provided, however, if Tenant's consumption of water is increased by manufacturing or other uses, exclusive of office, toilet areas, drinking fountains, and maintenance of grass and shrubbery, Tenant's share of the water billed shall take these extra uses into account. Conversely so, if in favor of Tenant.

(D) SPRINKLER SERVICE - Notwithstanding anything to the contrary in Paragraph 6 hereof, Landlord shall be billed directly by the utility for all sprinkler service charges, if any, for the entire building containing 71,492 Square Feet, as identified in Paragraph 1 hereof, and Landlord shall pay directly to the utility for all such charges. Landlord shall, however, invoice the Tenant semi-annually for Tenant's pro rata share of said charges, and Tenant shall promptly pay said bills.



40. SPRINKLER MAINTENANCE (VALVES AND ALARM SYSTEMS) - Tenant shall be responsible for maintaining sprinkler valves and alarm systems, if any, as located within the leased premises, and Tenant shall maintain written records, if any, that may be required by Landlord's Insurer covering testing of sprinkler valves and alarm systems located within the leased premises, and Tenant shall consistently maintain heat within the premises as necessary to avoid damage to the sprinkler system by freezing.

41. TAX ESCALATION - Notwithstanding anything to the contrary in Paragraph 11 hereof the first full tax year for the entire building identified in Paragraph 1 hereof shall be the calendar year 1989. Fulton County taxes for said building for the year 1989 were \$14,734.04. City of Hapeville taxes for said building for the year 1989 were \$3,831.00. A copy of Fulton County and city of Hapeville 1989 Tax Bills is attached hereto as EXHIBIT "D" and by this reference is made a part hereof.

Tenant's "tax stop" in the amount of \$4,625.42 has been allocated to the leased premises $(\$18,565.04 \times [(17,812 + 71,492) 24.91\%] = \$4,625.42)$, with it being understood by the parties hereto that Tenant shall be responsible and pay for all taxes on the leased premises in excess of \$4,625.42.

42. PREPARATION OF PREMISES FOR OCCUPANCY - After proper execution of this Lease by Landlord and Tenant, Landlord shall furnish all labor and material as necessary to do the following work:

(A) Inspect heating and air conditioning equipment and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(B) Inspect all existing plumbing fixtures and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(C) Inspect all existing lighting fixtures in office and warehouse areas and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(D) Repaint all existing office walls that previously received paint with color selection by Tenant.

(E) Clean all existing vinyl floor tiles in the office toilets and corridor areas and "broom clean" warehouse floors.



43. WARRANTIES (PLUMBING, HEATING AND AIR CONDITIONING)

Notwithstanding anything to the contrary in Paragraphs 9 and 10 hereof, Landlord, at Landlord's expense, agrees to keep in good repair and condition underground sanitary sewers within the building, water piping within and outside the building, natural gas piping from the meter to all fixtures and heating and air conditioning equipment.

Except as provided for above, all conditions of Paragraphs 9 and 10 hereof shall continue in full force and effect.

44. TENANT'S EXISTING LEASE (796 GREAT SOUTHWEST PARKWAY) - Tenant

is now in possession of the premises at 796 Great Southwest Parkway comprising 9,191 square feet under Lease dated August 27, 1980, as last amended on August 16, 1989, between M. D. Hodges Enterprises, Inc., as Landlord, and Fulton County Board of Commissioners, as Tenant. With respect to such Lease, the parties hereto agree as follows:

(A) The existing Lease will automatically terminate upon execution of the new Lease described herein. Tenant will continue to occupy said premises after August 1, 1990, and up until September 30, 1990, on a rent free basis.

(B) Any occupancy period beyond October 1, 1990 will be on a month-to-month basis and will be accounted for between Landlord and Tenant at \$79.48 per day. Tenant shall promptly "settle accounts" with respect to utilities and taxes and any other similar matters within thirty (30) days from the date the premises is vacated.

(C) Upon vacating of said existing Lease, Tenant shall return its existing premises at 796 Great Southwest Parkway to Landlord "broom clean" and in further accordance with Paragraph 10 of the existing Lease.

45. RENEWAL OPTION - Provided this Lease is in full force and effect at the expiration of the original five (5) year term of this Lease, and provided that Tenant is not in default, the original term shall be extended at the option of Tenant for an additional period of five (5) years, then next ensuing on the same terms, covenants and conditions as herein set forth, except that the Renewal Option provided for by this Special Stipulation shall not be part of the Lease during the extended period, and except that the annual rental shall be adjusted as of the termination date of the original term. The monthly rental rate for such extended term shall be negotiated by Landlord and Tenant, and if the parties reach an agreement, the resulting negotiated rental rate for the first extended term shall apply; provided, however, that said negotiations shall be concluded thirty days prior

SPECIAL STIPULATIONS, CONTINUED
FULTON COUNTY BOARD OF COMMISSIONERS
3031 I-75 SOUTH
HAPEVILLE, GEORGIA

JUNE 26, 1990
PAGE 6

to Tenant exercising its option to extend its Lease term under this Lease Agreement. Tenant shall give Landlord six (6) months' written notice prior to the expiration of the original Lease term of the Tenant's desire to so extend such term; provided further that option to renew provided for herein shall be terminated if and when this Lease is terminated, or if and when the Tenant is in default hereunder at any time.

46. AGENT - This Lease was negotiated directly between Landlord and Tenant without benefit of an Agent or Real Estate Broker.

FIRST AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between
M. D. HODGES ENTERPRISES, INC. (hereinafter referred to as "Landlord"),
and FULTON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as
"Tenant"), this 22nd day of February, 1995.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Commercial
Lease Contract dated June 26, 1990, (hereinafter referred to as
"Lease"), for an original term of five (5) years, with a commencement
date of August 1, 1990, and an expiration date of July 31, 1995,
covering premises described as:

17,812 Square Feet of previously occupied office and warehouse
space, including 1,810 Square Feet of existing air conditioned
office, toilet, and corridor areas, all as located at 3031 I-75
SOUTH, Hapeville, Georgia, and being a portion of a building known
as 3025 I-75 South containing 71,492 Square Feet. Said building
is located on land in Land Lot 67 of the 14th District of Fulton
County, Georgia.

WHEREAS, Tenant has continued to occupy the Premises under the
provisions of the Lease.

WHEREAS, Tenant now desires to extend the term of the Lease for a
period of five (5) years ("Extended Term") pursuant to the Renewal
Option of Paragraph 45 of the Lease, with said Extended Term to commence
on August 1, 1995, and to terminate on July 31, 2000.

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid by each
party to the other and for other good and valuable consideration, the
sufficiency of which is hereby acknowledged, the parties do hereby agree
as follows:

FIRST EXTENDED TERM (FIVE (5) YEARS) - Provided the Lease is
in full force and effect at the expiration of the original term of the
Lease on July 31, 1995, and provided Tenant is not in default
thereunder, said original term shall be extended pursuant to Paragraph
45 of the Lease (Renewal Option) for a period of five (5) years with
said Extended Term to commence on August 1, 1995 and to terminate on
July 31, 2000, on the same terms, covenants and conditions as set forth
in the Lease, except that the annual rental rate shall be \$3.30 per
square foot, payable monthly, in advance, in the amount of FOUR
THOUSAND, EIGHT HUNDRED NINETY-EIGHT AND 30/100 (\$4,898.30) DOLLARS.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; provided, however, that to the extent, if any, that the terms of the provisions of this First Amendment to Lease conflict with the terms in the Lease this First Amendment to Lease shall control and supersede such renewal thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
as to Landlord, in the
presence of:

M. D. HODGES ENTERPRISES, INC.

Miss S. Nottingham
Unofficial Witness

Melvin W. Lawrence
Landlord Vice President

Judy S. Crawford
Notary Public
Notary Public, Paulding County, Georgia
My Commission Expires March 7, 1995

Signed, sealed and delivered
as to Tenant, in the
presence of:

FULTON COUNTY BOARD OF COMMISSIONERS

Doris G. Baker
Unofficial Witness

Mitch J. Skandalakis
Tenant MITCH J. SKANDALAKIS, CHAIRMAN

Patricia A. James
Notary Public

Tenant
Lois E. Shell
Lois E. Shell, Acting Clerk

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 9, 1999

Approved as to form
FULTON COUNTY LEGAL DEPARTMENT
By RLB

*** ORIGINAL ***
COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA

COUNTY OF FULTON

THIS LEASE, made this 26th day of June, 1990, by and

between M. D. HODGES ENTERPRISES, INC., first party, (hereinafter called "Landlord");
300 Great Southwest Parkway
Atlanta, Georgia 30336

and FULTON COUNTY BOARD OF COMMISSIONERS, second party, (hereinafter called "Tenant");
141 Pryor Street, SW
Atlanta, Georgia 30303

WITNESSETH:

Premises 1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations herein-
after mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented,
and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take
upon the terms and conditions which hereinafter appear, the following described property (exclusive of
any easement for light or air), hereinafter called "premises", to wit:

17,812 Square Feet of previously occupied office and warehouse space,
including 1,810 Square Feet of existing air conditioned offices, toilets and
corridor areas, all of which is located at 3031 I-75 SOUTH, Hapeville,
Georgia, being a portion of a building known as 3025 I-75 South, containing
71,492 Square Feet. Said building is located on property in Land Lot 67 of
the 14th District of Fulton County, Georgia.

ALSO SEE Term
SPECIAL
STIPULATIONS
PARAGRAPH 33.

2. To have and to hold the same for the term to commence on the 1st day of
August 1990, and ending on the 31st day of July
1995, at midnight, unless sooner terminated as hereinafter provided.



Rental 3. The Tenant agrees to pay to the Landlord promptly on the first day of each month in advance,
during the term of this lease, a monthly rental of SEE SPECIAL STIPULATIONS -
PARAGRAPH 33

The aforesaid payments of rent are to be made to M. D. HODGES ENTERPRISES, INC.
300 Great Southwest Parkway
Atlanta, Georgia 30336

**Construction of
this Agreement**

4. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict com-
pliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with
the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms
hereof. Time is of the essence of this agreement.

Definitions

5. "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and
successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this
lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to premises
covered by such assignment or sublease. "Landlord", and "Tenant", include male and female, singular and
plural, corporation, partnership or individual, as may fit the particular parties.

Utility Bills

6. Tenant shall pay water, sewer, gas, electricity, fuel, light, heat, power bills and sprinkler system service
charges (if any) for leased premises, or used by Tenant in connection therewith. If Tenant does not pay
the same, Landlord may pay the same and such payment shall be added to the rental of the premises.

Use of Premises

7. Premises shall be used for records management

purposes and no other. Premises shall not be used for any illegal purposes; nor in any manner to create
any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on
premises.

**Abandonment of
Leased Premises**

8. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees
to use said premises for the purpose herein leased until the expiration hereof.

ALSO SEE
SPECIAL
STIPULATIONS
PARAGRAPH 42.

ALSO SEE
SPECIAL
STIPULATIONS
PARAGRAPH 41.

ALSO SEE
SPECIAL
STIPULATIONS
PARAGRAPH 41.

Destruction of,
or Damage to
Premises

Indemnity

Governmental
Orders

Condemnation

Assignment and
Subletting

Removal of
Fixtures

Cancellation of
Lease by Landlord

Reletting by
Landlord

Exterior
Signs

Repairs by
Landlord

Repairs by
Tenant

Tax
Escalation

Indemnity

Governmental
Orders

Condemnation

Assignment and
Subletting

Removal of
Fixtures

Cancellation of
Lease by Landlord

Reletting by
Landlord

Exterior
Signs

9. The Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the building on the premises and underground utility and sewer pipes outside of the exterior walls of said building; provided, however, the Landlord shall not be responsible for the repair of glass and exterior doors and any and all repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

10. Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. In the event Tenant fails to make said repairs or maintain said grounds, then Landlord may, but shall not be obligated to, make such repairs or maintain said grounds, in which event, Tenant shall promptly reimburse Landlord for all expenses incurred thereby. If this is a multi-tenant building, Tenant's responsibility to maintain said grounds shall be limited to all outside areas of the building adjacent or opposite to the exterior walls of the area covered by this Lease. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of Landlord.

11. Tenant shall pay to Landlord upon demand, as additional rental during the term of this lease and any extension or renewal thereof, the amount by which all taxes (including, but not limited to, ad valorem taxes, special assessments and governmental charges) on the premises for each tax year exceeds all taxes on the premises for the first full tax year during the lease term. In the event the premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the lease term.

12. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

13. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs.

14. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice, unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

15. If the whole of the leased premises, or such portion thereof as will make premises unuseable for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

16. Tenant may not, without the prior written consent of Landlord which shall not be unreasonably withheld by Landlord, assign this lease or any interest hereunder, or sublease premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability.

17. Tenant may (if not in default hereunder), prior to the expiration of this Lease or any extension thereof, remove all fixtures and equipment which Tenant has placed in the premises; provided, however, that Tenant shall not remove: (a) air conditioning, air ventilating and heating fixtures; (b) lighting fixtures; (c) dock levelers; and (d) carpeting. Upon removal of said fixtures and equipment which Tenant is allowed to remove as set forth in the preceding sentence, Tenant shall repair all damage to premises caused by such removal.

18. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

19. Landlord, as Tenant's agent, without terminating this lease, upon Tenant's failure to cure any default within the time permitted as set forth in paragraph 18 hereof, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

20. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

TENANT
LANDLORD

Entry for
Carding, etc.

Effect of
Termination
of Lease

21. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any, after first securing from the Tenant a date and time as necessary for Landlord.
22. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Mortgagee's
Rights

23. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord, and Tenant agrees to execute and deliver such documentation as may be required by any such lender to effect any such subordination.

No Estate
in Land

24. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Holding Over

25. If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

Attorney's Fees
and Homestead

26. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

Rights
Cumulative

27. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Service of
Notice

28. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

Statement of
Acceptance

29. After completion of the premises in accordance with the terms of this Lease Contract, Tenant will furnish Landlord with a written statement confirming Tenant's acceptance of the premises and confirming the commencement date of the term of this Lease.

Special
Stipulations

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

30. SITE PLAN - One sheet dated 3/6/72, as revised through 9/10/73, and showing Site Plan and building containing 71,492 Square Feet is attached hereto as EXHIBIT "A" and by reference is made a part hereof. The premises as described in Paragraph 1 hereof are identified in "red" on the plan. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

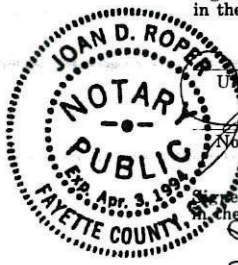
-----SPECIAL STIPULATIONS CONTINUED ON ATTACHED SHEETS-----

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed, sealed and delivered as to Landlord,
in the presence of:

M. D. HODGES ENTERPRISES, INC.



Judal Corlett
Unofficial Witness
Joan D. Roper
Notary Public

[Signature] (SEAL)
Landlord M. D. Hodges, President
[Signature] (SEAL)
(Landlord)

Signed, sealed and delivered as to Tenant,
in the presence of:

FULTON COUNTY BOARD OF COMMISSIONERS

Dora White
Unofficial Witness
[Signature]
Notary Public
Fulton County - Expires
April 2, 1991

[Signature] (SEAL)
(Tenant)
[Signature] (SEAL)
Clerk

ITEM # 555, RCM 7/18/90, A.M.

Approved as to form
[Signature]
ASSOCIATE COUNTY ATTORNEY

SPECIAL STIPULATIONS, CONTINUED
FULTON COUNTY BOARD OF COMMISSIONERS
3031 I-75 SOUTH
HAPEVILLE, GEORGIA

JUNE 26, 1990
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31. OFFICE FLOOR PLAN - One sheet dated 10/5/77, as revised 6/26/90, and covering 1,810 Square Feet of existing offices, toilets and corridor areas covered by this Lease, is attached hereto as EXHIBIT "B" and by reference is made a part hereof. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

32. WAREHOUSE FLOOR PLAN - One sheet dated 10/5/77, as revised 6/26/90, and covering existing floor plan of 17,812 Square Feet is attached hereto as EXHIBIT "C" and by reference is made a part hereof. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

33. TERM AND RENTAL SCHEDULE - The initial term of this Lease shall be for twelve (12) months beginning on August 1, 1990, and ending on July 31, 1991, unless sooner terminated as herein provided. The term of this Lease shall be automatically extended and renewed for four (4) consecutive successive periods of twelve (12) months each upon the terms and conditions herein contained unless the Tenant gives to the Landlord prior written notice that the Lease shall not be so extended and renewed at least one hundred twenty (120) days prior to the date of expiration of the original term or any extended term, with the first such extended term beginning August 1, 1991, and ending on July 31, 1992, and each successive term beginning and ending on the annual anniversary dates with the final Lease term ending July 31, 1995.

Tenant agrees to pay Landlord promptly on the first day of each month in advance during the term of this Lease a monthly rental of

\$4,453.00 Monthly In Advance	<u>AUGUST 1, 1990 THROUGH JULY 31, 1993</u> Four Thousand Four Hundred Fifty-Three and 00/100 Dollars	Thirty-Six (36) Months
\$4,898.00 Monthly In Advance	<u>AUGUST 1, 1993 THROUGH JULY 31, 1994</u> Four Thousand Eight Hundred Ninety-Eight and 00/100 Dollars	Twelve (12) Months
\$5,094.00 Monthly In Advance	<u>AUGUST 1, 1994 THROUGH JULY 31, 1995</u> Five Thousand Ninety-Four and 00/100 Dollars	Twelve (12) Months



34. ADVANCE RENT - Notwithstanding Paragraph 3 of this Lease, Landlord acknowledges receipt from Tenant of FOUR THOUSAND FOUR HUNDRED FIFTY-THREE AND 00/100 (\$4,453.00) DOLLARS rent, which rent Tenant has paid in advance for the first month's rent.

35. DRIVES AND PARKING AREAS - All driveways and all paved areas of the premises covered by this Lease are for the common use of all tenants of the building located in whole or in part thereon.

36. COMMENCEMENT OF RENT - It is understood by Tenant that the premises identified in Paragraph 1 hereof are presently occupied by the Office of Secretary of State and said occupant has verbally committed to vacate the premises on or about July 6, 1990. It is understood by Landlord that Tenant and the Office of Secretary of State have reached an agreement whereby Tenant is acquiring the existing warehouse racking/shelving system which shall remain in the premises. Said Racking/shelving is not presently and shall not become a property of Landlord and Tenant covenants and agrees that all said racking/shelving system shall be removed by Tenant upon the termination of this Lease.

Notwithstanding Paragraphs 2, 29 and 33 of this Lease, and providing that this Lease has been properly executed by Landlord and Tenant, rent shall commence upon the date of substantial completion for beneficial occupancy of all work covered by Paragraph 43 or upon occupancy of the premises by Tenant, whichever event first occurs. If the premises are not occupied until after August 1, 1990, or occupied prior to August 1, 1990, rent shall be accounted for at the rate of ONE HUNDRED FORTY-SIX AND 40/100 (\$146.40) DOLLARS per day for that month in which substantial completion of the premises or occupancy occurs; thereafter, rent shall be accounted for at the rate set forth in Paragraph 33 of the Lease.

This Lease shall be for a full five (5) year period beginning on the first day of the month following the date of completion of the premises or occupancy of the premises by Tenant, whichever event first occurs, unless sooner terminated as herein provided.

37. WAIVER OF SUBROGATION - Landlord shall waive all rights of recovery and all causes of action against Tenant for any loss occurring to the premises resulting from any of the perils insured against under such policy or policies of insurance carried by landlord regardless of cause including negligence of Tenant, and to the extent of any recovery under such policy or policies of insurance. Landlord will cause these policies of insurance to include an

TENANT
LANDLORD

endorsement to that effect. Tenant shall waive all rights of recovery and all causes of action against Landlord to the extent of any recovery under such policy or policies of insurance carried by Tenant, and Tenant will cause these policies of insurance to include an endorsement to that effect.

38. SPRINKLER SYSTEM - A sprinkler system for the premises, including existing offices, is included in this Lease Agreement.

39. UTILITY BILLS

(A) ELECTRICITY - Notwithstanding anything to the contrary in Paragraph 6 hereof, the premises covered by this Lease have been metered directly for electricity. All bills for electricity consumed on the premises covered by this Lease shall be received by Tenant, and Tenant shall be responsible for and pay directly to the utility for said services.

(B) NATURAL GAS - Notwithstanding anything to the contrary in Paragraph 6 hereof, the premises covered by this Lease have been metered directly for natural gas. All bills for natural gas consumed on the premises covered by this Lease shall be received by Tenant, and Tenant shall be responsible for and pay directly to the utility for said services.

(C) WATER - Notwithstanding anything to the contrary in Paragraph 6 hereof, Landlord has furnished one water meter with necessary piping to serve the building containing 71,491 Square Feet in which the 17,812 Square Feet covered by this Lease is located. Landlord shall be billed by the utility for all water consumed on the entire premises on which the 17,812 Square Feet is located, and Landlord shall promptly pay said bills. Landlord shall, however, invoice Tenant semi-annually for Tenant's share of water used based on a pro rata share of Tenant's leased portion of the entire building, and Tenant shall promptly pay said bills; provided, however, if Tenant's consumption of water is increased by manufacturing or other uses, exclusive of office, toilet areas, drinking fountains, and maintenance of grass and shrubbery, Tenant's share of the water billed shall take these extra uses into account. Conversely so, if in favor of Tenant.

(D) SPRINKLER SERVICE - Notwithstanding anything to the contrary in Paragraph 6 hereof, Landlord shall be billed directly by the utility for all sprinkler service charges, if any, for the entire building containing 71,492 Square Feet, as identified in Paragraph 1 hereof, and Landlord shall pay directly to the utility for all such charges. Landlord shall, however, invoice the Tenant semi-annually for Tenant's pro rata share of said charges, and Tenant shall promptly pay said bills.



40. SPRINKLER MAINTENANCE (VALVES AND ALARM SYSTEMS) - Tenant shall be responsible for maintaining sprinkler valves and alarm systems, if any, as located within the leased premises, and Tenant shall maintain written records, if any, that may be required by Landlord's Insurer covering testing of sprinkler valves and alarm systems located within the leased premises, and Tenant shall consistently maintain heat within the premises as necessary to avoid damage to the sprinkler system by freezing.

41. TAX ESCALATION - Notwithstanding anything to the contrary in Paragraph 11 hereof the first full tax year for the entire building identified in Paragraph 1 hereof shall be the calendar year 1989. Fulton County taxes for said building for the year 1989 were \$14,734.04. City of Hapeville taxes for said building for the year 1989 were \$3,831.00. A copy of Fulton County and city of Hapeville 1989 Tax Bills is attached hereto as EXHIBIT "D" and by this reference is made a part hereof.

Tenant's "tax stop" in the amount of \$4,625.42 has been allocated to the leased premises ($\$18,565.04 \times [17,812 + 71,492] 24.91\% = \$4,625.42$), with it being understood by the parties hereto that Tenant shall be responsible and pay for all taxes on the leased premises in excess of \$4,625.42.

42. PREPARATION OF PREMISES FOR OCCUPANCY - After proper execution of this Lease by Landlord and Tenant, Landlord shall furnish all labor and material as necessary to do the following work:

(A) Inspect heating and air conditioning equipment and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(B) Inspect all existing plumbing fixtures and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(C) Inspect all existing lighting fixtures in office and warehouse areas and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(D) Repaint all existing office walls that previously received paint with color selection by Tenant.

(E) Clean all existing vinyl floor tiles in the office toilets and corridor areas and "broom clean" warehouse floors.



43. WARRANTIES (PLUMBING, HEATING AND AIR CONDITIONING)

Notwithstanding anything to the contrary in Paragraphs 9 and 10 hereof, Landlord, at Landlord's expense, agrees to keep in good repair and condition underground sanitary sewers within the building, water piping within and outside the building, natural gas piping from the meter to all fixtures and heating and air conditioning equipment.

Except as provided for above, all conditions of Paragraphs 9 and 10 hereof shall continue in full force and effect.

44. TENANT'S EXISTING LEASE (796 GREAT SOUTHWEST PARKWAY) - Tenant is now in possession of the premises at 796 Great Southwest Parkway comprising 9,191 square feet under Lease dated August 27, 1980, as last amended on August 16, 1989, between M. D. Hodges Enterprises, Inc., as Landlord, and Fulton County Board of Commissioners, as Tenant. With respect to such Lease, the parties hereto agree as follows:

(A) The existing Lease will automatically terminate upon execution of the new Lease described herein. Tenant will continue to occupy said premises after August 1, 1990, and up until September 30, 1990, on a rent free basis.

(B) Any occupancy period beyond October 1, 1990 will be on a month-to-month basis and will be accounted for between Landlord and Tenant at \$79.48 per day. Tenant shall promptly "settle accounts" with respect to utilities and taxes and any other similar matters within thirty (30) days from the date the premises is vacated.

(C) Upon vacating of said existing Lease, Tenant shall return its existing premises at 796 Great Southwest Parkway to Landlord "broom clean" and in further accordance with Paragraph 10 of the existing Lease.

45. RENEWAL OPTION - Provided this Lease is in full force and effect at the expiration of the original five (5) year term of this Lease, and provided that Tenant is not in default, the original term shall be extended at the option of Tenant for an additional period of five (5) years, then next ensuing on the same terms, covenants and conditions as herein set forth, except that the Renewal Option provided for by this Special Stipulation shall not be part of the Lease during the extended period, and except that the annual rental shall be adjusted as of the termination date of the original term. The monthly rental rate for such extended term shall be negotiated by Landlord and Tenant, and if the parties reach an agreement, the resulting negotiated rental rate for the first extended term shall apply; provided, however, that said negotiations shall be concluded thirty days prior

SPECIAL STIPULATIONS, CONTINUED
FULTON COUNTY BOARD OF COMMISSIONERS
3031 I-75 SOUTH
HAPEVILLE, GEORGIA

JUNE 26, 1990
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to Tenant exercising its option to extend its Lease term under this Lease Agreement. Tenant shall give Landlord six (6) months' written notice prior to the expiration of the original Lease term of the Tenant's desire to so extend such term; provided further that option to renew provided for herein shall be terminated if and when this Lease is terminated, or if and when the Tenant is in default hereunder at any time.

46. AGENT - This Lease was negotiated directly between Landlord and Tenant without benefit of an Agent or Real Estate Broker.

SECOND AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between M. D. HODGES ENTERPRISES, INC. (hereinafter referred to as "Landlord"), and FULTON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Tenant"), as of the 26th day of May, 2000.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease Contract dated June 26, 1990, (hereinafter referred to as the "Lease"), for an original term of five years with a commencement date of August 1, 1990, and an expiration date of July 31, 1995, covering premises described as:

17,812 Square Feet of previously occupied office and warehouse space, including 1,810 Square Feet of existing air-conditioned office, toilet and corridor areas, all as located at 3031 I-75 SOUTH, Hapeville, Georgia, and being a portion of a building known as 3025 I-75 South containing 71,492 Square Feet. Said building is located on land in Land Lot 67 of the 14th District of Fulton County, Georgia.

WHEREAS, under a date of February 22, 1995, Landlord and Tenant entered into a First Amendment to Lease for the purpose of extending the term of the Lease for a period of five (5) years with a commencement date of August 1, 1995, and an expiration date of July 31, 2000.

WHEREAS, Tenant has continued to occupy the Premises under the provisions of the Lease, as amended.

WHEREAS, Landlord has agreed to extend the term of the Lease, as amended, through the end of calendar year 2000 and for five (5) succeeding terms as set forth below.

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid by each party to the other and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

A. EXTENDED TERM - Provided the Lease, as amended, is in full force and effect at the expiration of its current extended term, and provided Tenant is not in default, said extended term shall be further extended on the same terms, covenants and conditions as set forth in the Lease, as amended, for the following time periods:

\$5,046.74 Monthly in advance	<u>AUGUST 1, 2000 THROUGH DECEMBER 31, 2000</u> FIVE THOUSAND, FORTY-SIX AND 74/100 DOLLARS	Five (5) Months
\$5,198.14 Monthly in advance	<u>JANUARY 1, 2001 THROUGH DECEMBER 31, 2001</u> FIVE THOUSAND, ONE HUNDRED NINETY- EIGHT AND 14/100 DOLLARS	Twelve (12) Months
\$5,354.08 Monthly in advance	<u>JANUARY 1, 2002 THROUGH DECEMBER 31, 2002</u> FIVE THOUSAND, THREE HUNDRED FIFTY- FOUR AND 08/100 DOLLARS	Twelve (12) Months
\$5,514.71 Monthly in advance	<u>JANUARY 1, 2003 THROUGH DECEMBER 31, 2003</u> FIVE THOUSAND, FIVE HUNDRED FOURTEEN AND 71/100 DOLLARS	Twelve (12) Months
\$5,680.15 Monthly in advance	<u>JANUARY 1, 2004 THROUGH DECEMBER 31, 2004</u> FIVE THOUSAND, SIX HUNDRED EIGHTY AND 15/100 DOLLARS	Twelve (12) Months
\$5,850.56 Monthly in advance	<u>JANUARY 1, 2005 THOROUGH JULY 31, 2005</u> FIVE THOUSAND, EIGHT HUNDRED FIFTY AND 56/100 DOLLARS	Seven (7) Months

B. INDEMNITY- As of August 1, 2000, Paragraph 13 of the Lease, INDEMNITY, is deleted.

C. ATTORNEY'S FEES- As of August 1, 2000, Paragraph 26 of the Lease, ATTORNEY'S FEES AND HOMESTEAD, shall be modified by deleting, "ten percent (10%) thereof as attorney's fees" and inserting, "reasonable attorney's fees to the extent allowed by law."

D. EARLY TERMINATION OF LEASE- The Lease, as amended, shall be terminated absolutely and without further obligation on the part of the Lessee at the close of calendar year 2000 and at the close of each succeeding calendar year for which it may be renewed. The Lease shall be automatically renewed for one-year terms on January 1, 2001, January 1, 2002, January 1, 2003 and January 1, 2004 and for a seven-month term on January 1, 2005, unless no later than August 1st of the preceding term, Lessee shall have provided to Lessor written notice of Lessee's election not to renew this Lease for a succeeding term, such that Lessor shall have five (5) months' prior notice of Lessee's election not to renew.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed provided, however, that to the extent, if any, that the terms of the provisions of this Second Amendment to Lease conflict with the terms in the Lease, as amended, this Second Amendment to Lease shall control and supersede such terms thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above first written.

Signed, sealed and delivered as to Landlord,
in the presence of:

Unofficial Witness

Notary Public

M. D. HODGES ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Signed, sealed and delivered as to Tenant,
in the presence of:

Paul E. Shell
for Unofficial Witness Justine Boyd, Clerk

Sandra H Harris
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Sept. 16, 2002

FULTON COUNTY BOARD OF COMMISSIONERS

By: Mike Kenn
Name: Mike Kenn
Title: Chairman

[CORPORATE SEAL]

APPROVED AS TO FORM:

Larry W. Ramsey Jr.
LARRY W. RAMSEY JR.
SENIOR ATTORNEY

ITEM # 0828, RCM 6/21/00 RECESS 11:15

FIRST AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between M. D. HODGES ENTERPRISES, INC. (hereinafter referred to as "Landlord"), and FULTON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Tenant"), this 22nd day of February, 1995.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease Contract dated June 26, 1990, (hereinafter referred to as "Lease"), for an original term of five (5) years, with a commencement date of August 1, 1990, and an expiration date of July 31, 1995, covering premises described as:

17,812 Square Feet of previously occupied office and warehouse space, including 1,810 Square Feet of existing air conditioned office, toilet, and corridor areas, all as located at 3031 I-75 SOUTH, Hapeville, Georgia, and being a portion of a building known as 3025 I-75 South containing 71,492 Square Feet. Said building is located on land in Land Lot 67 of the 14th District of Fulton County, Georgia.

WHEREAS, Tenant has continued to occupy the Premises under the provisions of the Lease.

WHEREAS, Tenant now desires to extend the term of the Lease for a period of five (5) years ("Extended Term") pursuant to the Renewal Option of Paragraph 45 of the Lease, with said Extended Term to commence on August 1, 1995, and to terminate on July 31, 2000.

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid by each party to the other and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

FIRST EXTENDED TERM (FIVE (5) YEARS) - Provided the Lease is in full force and effect at the expiration of the original term of the Lease on July 31, 1995, and provided Tenant is not in default thereunder, said original term shall be extended pursuant to Paragraph 45 of the Lease (Renewal Option) for a period of five (5) years with said Extended Term to commence on August 1, 1995 and to terminate on July 31, 2000, on the same terms, covenants and conditions as set forth in the Lease, except that the annual rental rate shall be \$3.30 per square foot, payable monthly, in advance, in the amount of FOUR THOUSAND, EIGHT HUNDRED NINETY-EIGHT AND 30/100 (\$4,898.30) DOLLARS.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; provided, however, that to the extent, if any, that the terms of the provisions of this First Amendment to Lease conflict with the terms in the Lease this First Amendment to Lease shall control and supersede such renewal thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
as to Landlord, in the
presence of:

Missi S. Nottingham
Unofficial Witness

July S. Crawford
Notary Public
Notary Public, Peach County, Georgia
My Commission Expires March 7, 1998

M. D. HODGES ENTERPRISES, INC.

Melvin W. Hodges
Landlord *Vice President*

Signed, sealed and delivered
as to Tenant, in the
presence of:

Doris G. Baker
Unofficial Witness

Patricia A. James
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 9, 1999

FULTON COUNTY BOARD OF COMMISSIONERS

Mitch J. Skandalakis
Tenant MITCH J. SKANDALAKIS, CHAIRMAN

Lois E. Shell
Tenant
Lois E. Shell, Acting Clerk

Approved as to form
FULTON COUNTY LEGAL DEPARTMENT
By RL Bess

DEPT. INF.

THIRD AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between M.D. HODGES DEVELOPMENTS, L.L.C., (successor in interest to M.D. HODGES ENTERPRISES, INC.), (hereinafter referred to as "Landlord"), and FULTON COUNTY BOARD OF COMMISSIONERS, (hereafter referred to as "Tenant"), this 4th day of October, 2001.

WITNESSETH:

WHEREAS, under date of June 26, 1990, Landlord and Tenant entered into a Lease Contract (hereinafter referred to as "Lease"), for an original term of five (5) years, with a commencement date of August 1, 1990, and an expiration date of July 31, 1995, covering premises described as:

EXIST → 17,812 Square Feet of previously occupied office and warehouse space, including 1,810 Square Feet of existing air-conditioned office, toilet and corridor areas, all as located at 3031 I-75 SOUTH, Hapeville, Georgia, and being a portion of a building known as 3025 I-75 South containing 71,492 Square Feet. Said building is located on land in Land Lot 67 of the 14th District of Fulton County, Georgia.

WHEREAS, under a date of February 22, 1995, Landlord and Tenant entered into a First Amendment to Lease for the purpose of extending the term of the Lease for a period of five (5) years with a commencement date of August 1, 1995, and an expiration date of July 31, 2000.

WHEREAS, under a date of May 26, 2000, Landlord and Tenant entered into a Second Amendment to Lease for the purpose of extending the term of the Lease for a period of five (5) years with a commencement date of August 1, 2000, and an expiration date of July 31, 2005.

WHEREAS, Tenant has continued to occupy the Premises under the provisions of the Lease, as amended.

WHEREAS, Tenant now desires through this Third Amendment to Lease to expand the existing space into the adjacent space known as 3037 Commerce Way and to extend the term of the Lease through December 31, 2007. Said space (the "Expansion Space") is described as follows:

PLUS → 26,718 Square Feet of existing single floor office and warehouse space including 3,482 Square Feet of existing office and toilet areas located at 3037 COMMERCE WAY [#966], in a building known as 3025 I-75 South, containing 71,492 Square Feet. Said building is located on land in Land Lot 23 of the 14th District F.F., Fulton County, Georgia.

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid by each party to the other, the parties do hereby agree as follows:

A. PREMISES – As of the January 1, 2002, the Leased premises, including the Expansion Space, shall consist of the following:

TOTAL → 44,530 Square Feet of existing single floor office and warehouse space including 5,292 Square Feet of existing office and toilet areas located at 3031 & 3037 COMMERCE WAY [#966], in a building known as 3025 Commerce Way, containing 71,492 Square Feet. Said building is located on land in Land Lot 23 of the 14th District F.F., Fulton County, Georgia

B. EXTENDED TERM – The term of the Lease shall be extended through December 31, 2007.

C. RENTAL – As of January 1, 2002, the rental, payable in advance, for the 44,530 Square Feet shall be as follows:

\$13,359.00 monthly in advance	<u>JANUARY 1, 2002 THROUGH DECEMBER 31, 2002</u> THIRTEEN THOUSAND, THREE HUNDRED FIFTY-NINE AND 00/100 DOLLARS	Twelve (12) Months
\$13,730.08 monthly in advance	<u>JANUARY 1, 2003 THROUGH DECEMBER 31, 2003</u> THIRTEEN THOUSAND, SEVEN HUNDRED THIRTY AND 08/100 DOLLARS	Twelve (12) Months
✓ \$14,101.17 monthly in advance (\$13,800 S/F)	<u>JANUARY 1, 2004 THROUGH DECEMBER 31, 2004</u> FOURTEEN THOUSAND, ONE HUNDRED ONE AND 17/100 DOLLARS	Twelve (12) Months
\$14,472.25 monthly in advance	<u>JANUARY 1, 2005 THROUGH DECEMBER 31, 2005</u> FOURTEEN THOUSAND, FOUR HUNDRED SEVENTY-TWO AND 25/100 DOLLARS	Twelve (12) Months
\$14,843.33 monthly in advance \$4.00	<u>JANUARY 1, 2006 THROUGH DECEMBER 31, 2006</u> FOURTEEN THOUSAND, EIGHT HUNDRED FORTY-THREE AND 33/100 DOLLARS	Twelve (12) Months
\$15,214.42 monthly in advance	<u>JANUARY 1, 2007 THROUGH DECEMBER 31, 2007</u> FIFTEEN THOUSAND, TWO HUNDRED FOURTEEN AND 42/100 DOLLARS	Twelve (12) Months

D. UTILITY BILLS – As of January 1, 2002, Tenant shall be responsible for utilities for the Expansion Space.

E. ACCEPTANCE OF PREMISES – After proper execution of this Third Amendment to Lease, by Landlord and Tenant, Landlord shall furnish all labor and material as necessary to deliver the Expansion Space as shown on EXHIBIT "B" hereof, which plans identify the work to be completed by Landlord with respect to the requirements of this Third Amendment to Lease. Except for the foregoing, Tenant agrees to accept the Expansion Space under the provisions of this Third Amendment to Lease "WHERE IS, AS IS".

F. SITE PLAN – One sheet dated March 6, 1972, as revised through May 25, 1994, and showing Site Plan and existing building containing 71,492 Square Feet is attached hereto as EXHIBIT "A" and by this reference is made a part hereof. The premises as described in Section A. above are identified with "red" on the plan.

G. OFFICE FLOOR PLAN – One sheet dated July 6, 1975, as revised through September 6, 2001, and covering Floor Plan of 26,718 square feet of previously occupied office and warehouse space known as 3037 Commerce Way, including 3,482 square feet of offices, toilets and corridor areas covered by this First Amendment to Lease is attached hereto as EXHIBIT "B" and by this reference is made a part hereof.

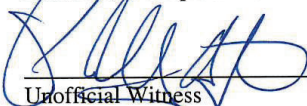
H. EARLY TERMINATION OF LEASE– Paragraph D. of the Second Amendment to Lease is hereby terminated and replaced with the following:


The Lease, as amended, shall be terminated absolutely and without further obligation on the part of the Lessee at the close of calendar year 2002 and at the close of each succeeding calendar year for which it may be renewed. The Lease shall be automatically renewed for one-year terms on January 1, 2003, January 1, 2004, January 1, 2005, January 1, 2006, and January 1, 2007, unless no later than August 1st of the preceding term, Lessee shall have provided to Lessor written notice of Lessee's election not to renew this Lease for a succeeding term, such that Lessor shall have five (5) months' prior notice of Lessee's election not to renew.

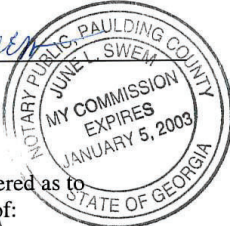
Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; provided, however, that to the extent, if any, that the terms and the provisions of this Third Amendment to Lease conflict with the terms in the Lease, this Third Amendment to Lease shall control and supersede such Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

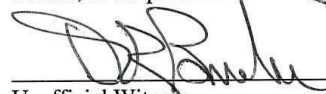
Signed, sealed and delivered as to
Landlord, in the presence of:

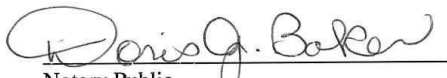

Unofficial Witness

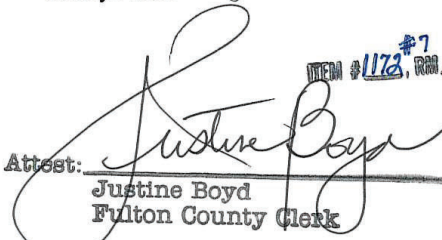

Notary Public



Signed, sealed and delivered as to
Tenant, in the presence of:



Unofficial Witness


Notary Public

Attest: 
Justine Boyd
Fulton County Clerk


ITEM #1172, RM #7 11/17/01, A.M.

M. D. HODGES DEVELOPMENTS, L.L.C.


By: 
Name: THOMAS J. FLANIGAN
Title: CHIEF OPERATING OFFICER / VICE PRESIDENT

[CORPORATE SEAL]

FULTON COUNTY BOARD OF COMMISSIONERS

By: 
Name: Mike Kern, Chairman
Title: _____

[CORPORATE SEAL]


OFFICE OF
THE COUNTY ATTORNEY

FOURTH AMENDMENT TO COMMERCIAL LEASE CONTRACT

THIS FOURTH AMENDMENT TO COMMERCIAL LEASE CONTRACT (the "Amendment") is made as of this 28 day of December, 2006 (the "Effective Date"), between COBALT INDUSTRIAL REIT, a Texas real estate investment trust (successor in interest to M.D. HODGES DEVELOPMENTS, LLC) (hereinafter referred to as "Landlord") and FULTON COUNTY GOVERNMENT, a political subdivision of the State of Georgia (successor in interest to FULTON COUNTY BOARD OF COMMISSIONERS) (hereinafter referred to as "Tenant"). In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

W I T N E S S E T H:

WHEREAS, M.D. Hodges Enterprises, Inc. and Tenant entered into that certain Commercial Lease Contract dated June 26, 1990 (hereinafter referred to as the "Lease"), pursuant to which M.D. Hodges Enterprises, Inc. agreed to lease to Tenant and Tenant agreed to lease from M.D. Hodges Enterprises, Inc., certain Premises containing 17,812 rentable square feet described therein; and

WHEREAS, M.D. Hodges Enterprises, Inc. and Tenant entered into that First Amendment to Lease dated February 22, 1995 extending the term of the Lease for a period of five (5) years;

WHEREAS, M.D. Hodges Enterprises, Inc. and Tenant entered into that Second Amendment to Lease dated May 26, 2000 extending the term of the Lease for a period of five (5) years;

WHEREAS, M.D. Developments, LLC (successor in interest to M.D. Hodges Enterprises, Inc.) and Tenant entered into that Third Amendment to Lease dated October 4, 2001 expanding the Premises by 26,718 square feet and extending the Lease term through December 31, 2007;

WHEREAS, Landlord is the current owner of the Premises, currently described as 44,530 square feet of existing floor, office, and warehouse space including 5,292 square feet of existing office and toilet areas located at 3031 and 3037 Commerce Way [#966] in a building known as 3025 I-75 South containing 71,492 square feet in Fulton County, Georgia, and the landlord under the Lease;

WHEREAS, the parties hereto desire to modify the Lease as set forth herein; and

WHEREAS, any capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Lease Term. Landlord and Tenant agree that upon execution of this Amendment, the term of the Lease is hereby extended for a period of sixty (60) months.

Pursuant to O.C.G.A., Section 36-60-13: The extended term of this First Amendment to the Lease shall be for a total of five (5) years which shall begin on January 1, 2007 (the Commencement Date) and shall end at 11:59PM local time December 31, 2007 (the Termination Date). If notice to terminate is not received by Tenant at least ninety (90) days prior to the end of each lease year, this lease shall renew annually thereafter for four (4) optional one year terms which shall begin on January 1, 2008 and end on December 31 of each year at the indicated rate in Section 3 (Rental). In no event shall this Fourth

Amendment to Lease for the Extended Term extend beyond December 31, 2011 unless extended by mutual consent as provided for in this Amendment. If the termination date falls on a weekend or national holiday the Term shall be extended to midnight of the next business day provided the Tenant is not in default under the terms and conditions as outlined in the lease.

2. Optional Extension Term At the end of the above Extension Term this lease may be extended for an additional five (5) optional one year terms upon mutual agreement between Landlord and Tenant. Tenant shall provide notice to Landlord of Tenant's desire to extend the lease for the optional term on June 1, 2011. The lease shall remain in full force under the terms and conditions of the lease with a commencement date of January 1, 2012 and a Termination date of December 31, 2016. Yearly rent increases for the optional term shall be 3% of the yearly rent for the previous year as indicated in the schedule shown in Section 3 - Rental of this First Amendment.

3. Rental. During the Extension Term the Rental shall be as follows:

Lease Period	Rental PSF	Annual Rental	Monthly Rental
January 1, 2007 - December 31, 2007	\$3.09	\$137,597.7	\$11,466.48
January 1, 2008 - December 31, 2008	\$3.18	\$141,605.40	\$11,800.45
January 1, 2009 - December 31, 2009	\$3.28	\$146,058.40	\$12,171.53
January 1, 2010 - December 31, 2010	\$3.38	\$150,511.40	\$12,542.62
January 1, 2011 - December 31, 2011	\$3.48	\$154,964.40	\$12,913.70

4. Tenant's Termination. Provided that Tenant is not in Default under the Lease, the Tenant shall have the right to terminate the Lease, by providing written notice to Landlord no later than June 30 of each calendar year (the "Termination Notice"). Said Termination Notice shall be effective to terminate the Lease effective as of the expiration of the current Lease Period in which the Termination Notice is given.

5. Holdover. Paragraph 25 of the Lease shall be deleted and amended in its entirety by the following:

"In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, Tenant shall be deemed to be a tenant-at-will pursuant to the terms and provisions of this Lease, except during the holdover period, the monthly Rental shall be one hundred and fifty percent (150%) of the monthly Rental in effect on the Expiration Date or earlier termination of this Lease. Notwithstanding the foregoing, if Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises without process, or by any legal process provided under applicable state law.

6. Brokers. Tenant and Landlord each represent that it has not had any dealings with a real estate broker, finder or other person with respect to this Amendment in any manner, except CB Richard Ellis, broker for Landlord (the "Broker"). Other than named broker, Landlord shall indemnify Tenant against all costs or liabilities for commissions or compensation claimed by any broker or agent claiming the same by, through, or under the Landlord. The Landlord shall pay any commissions or fees that are payable to the Broker with respect to this Amendment in accordance with the provisions of a separate commission agreement.

7. Anti-Terrorism Laws. Tenant represents and warrants to, and covenants with Tenant that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's (OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither Tenant nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "Prohibited Person" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <http://www.treas.gov/offices/eofac/ofac/sdn/t1/sdn.pdf> or at any replacement website or other replacement official publication of such list; and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the term, Tenant shall deliver to Landlord within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this paragraph 6.

8. Notices to Landlord and Tenant. Effective as of the date of this Amendment, all notices required to be given to Landlord or Tenant shall be provided to the following addresses:

Landlord's Notice

Cobalt Industrial REIT
c/o Asset Manager
5605 N. MacArthur Blvd., Suite 350
Irving, TX 75038

and to

USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239
Attention: VP Real Estate Counsel

Tenant's Notice:

Fulton County Government
Land Administrator
General Services Department - Land Division
141 Pryor Street, SW - Suite 8021
Atlanta, GA 30303

And to

Fulton County Government
Office of the County Attorney
141 Pryor Street, SW - Suite 4038
Atlanta, GA 30303

9. This Amendment shall not be effective or binding until such time as it has been executed and delivered by all parties hereto. This Amendment may be executed in counterparts, all of which shall constitute a single agreement.

9. Except as modified by this Amendment, the Lease and all terms, conditions, covenants and agreements thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. For the avoidance of doubt, Landlord reserves all of its rights and remedies under the Lease and no provision of the Lease shall be waived, except by an instrument in writing (referring specifically to the Lease) executed by the party against whom waiver is sought.

Special Stipulations:

In consideration of the Extended Term, Landlord shall make the following improvements to the Premises for Tenant at Landlord's sole cost and expense:


- 1) Paint existing walls in office and breakroom**
- 2) Repair ceiling and exhaust fans in bathrooms**
- 3) Repair damaged ceiling tile as needed**
- 4) Remove existing heater above shelves**
- 5) Reinstall heater to location determined by Landlord and Tenant**
- 6) Furnish and install two electrical outlets in the office area.**

LANDLORD:

COBALT INDUSTRIAL REIT,
a Texas real estate investment trust


By: 
Name: Lewis Friedland
Title: President

WITNESS/ATTEST



TENANT:

FULTON COUNTY GOVERNMENT, a political sub-
division of the State of Georgia

By: 
Name: Karen C. Handel
Title: Chair - Fulton County Government Board of
Commissioners

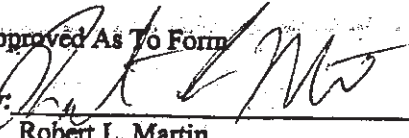
ITEM # 06-1201 RM 12,6106
REGULAR MEETING

WITNESS/ATTEST



Mark Massey,
Clerk to Commission

Approved As To Form

By: 
Robert L. Martin
Office of the County Attorney

DEPT INC

THIRD AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between M.D. HODGES DEVELOPMENTS, L.L.C., (successor in interest to M.D. HODGES ENTERPRISES, INC.), (hereinafter referred to as "Landlord"), and FULTON COUNTY BOARD OF COMMISSIONERS, (hereafter referred to as "Tenant"), this 4th day of October, 2001.

WITNESSETH:

WHEREAS, under date of June 26, 1990, Landlord and Tenant entered into a Lease Contract (hereinafter referred to as "Lease"), for an original term of five (5) years, with a commencement date of August 1, 1990, and an expiration date of July 31, 1995, covering premises described as:

EXIST → 17,812 Square Feet of previously occupied office and warehouse space, including 1,810 Square Feet of existing air-conditioned office, toilet and corridor areas, all as located at 3031 I-75 SOUTH, Hapeville, Georgia, and being a portion of a building known as 3025 I-75 South containing 71,492 Square Feet. Said building is located on land in Land Lot 67 of the 14th District of Fulton County, Georgia.

WHEREAS, under a date of February 22, 1995, Landlord and Tenant entered into a First Amendment to Lease for the purpose of extending the term of the Lease for a period of five (5) years with a commencement date of August 1, 1995, and an expiration date of July 31, 2000.

WHEREAS, under a date of May 26, 2000, Landlord and Tenant entered into a Second Amendment to Lease for the purpose of extending the term of the Lease for a period of five (5) years with a commencement date of August 1, 2000, and an expiration date of July 31, 2005.

WHEREAS, Tenant has continued to occupy the Premises under the provisions of the Lease, as amended.

WHEREAS, Tenant now desires through this Third Amendment to Lease to expand the existing space into the adjacent space known as 3037 Commerce Way and to extend the term of the Lease through December 31, 2007. Said space (the "Expansion Space") is described as follows:

PLUS → 26,718 Square Feet of existing single floor office and warehouse space including 3,482 Square Feet of existing office and toilet areas located at 3037 COMMERCE WAY [#966], in a building known as 3025 I-75 South, containing 71,492 Square Feet. Said building is located on land in Land Lot 23 of the 14th District F.F., Fulton County, Georgia.

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid by each party to the other, the parties do hereby agree as follows:

A. PREMISES - As of the January 1, 2002, the Leased premises, including the Expansion Space, shall consist of the following:

TOTAL → 44,530 Square Feet of existing single floor office and warehouse space including 5,292 Square Feet of existing office and toilet areas located at 3031 & 3037 COMMERCE WAY [#966], in a building known as 3025 Commerce Way, containing 71,492 Square Feet. Said building is located on land in Land Lot 23 of the 14th District F.F., Fulton County, Georgia

B. EXTENDED TERM - The term of the Lease shall be extended through December 31, 2007.

C. RENTAL - As of January 1, 2002, the rental, payable in advance, for the 44,530 Square Feet shall be as follows:

\$13,359.00 monthly in advance	<u>JANUARY 1, 2002 THROUGH DECEMBER 31, 2002</u> THIRTEEN THOUSAND, THREE HUNDRED FIFTY-NINE AND 00/100 DOLLARS	Twelve (12) Months
\$13,730.08 monthly in advance	<u>JANUARY 1, 2003 THROUGH DECEMBER 31, 2003</u> THIRTEEN THOUSAND, SEVEN HUNDRED THIRTY AND 08/100 DOLLARS	Twelve (12) Months
✓ \$14,101.17 monthly in advance (\$13,800 S/P)	<u>JANUARY 1, 2004 THROUGH DECEMBER 31, 2004</u> FOURTEEN THOUSAND, ONE HUNDRED ONE AND 17/100 DOLLARS	Twelve (12) Months
\$14,472.25 monthly in advance	<u>JANUARY 1, 2005 THROUGH DECEMBER 31, 2005</u> FOURTEEN THOUSAND, FOUR HUNDRED SEVENTY-TWO AND 25/100 DOLLARS	Twelve (12) Months
\$14,843.33 monthly in advance \$4.00	<u>JANUARY 1, 2006 THROUGH DECEMBER 31, 2006</u> FOURTEEN THOUSAND, EIGHT HUNDRED FORTY-THREE AND 33/100 DOLLARS	Twelve (12) Months
\$15,214.42 monthly in advance	<u>JANUARY 1, 2007 THROUGH DECEMBER 31, 2007</u> FIFTEEN THOUSAND, TWO HUNDRED FOURTEEN AND 42/100 DOLLARS	Twelve (12) Months

D. UTILITY BILLS - As of January 1, 2002, Tenant shall be responsible for utilities for the Expansion Space.

E. ACCEPTANCE OF PREMISES - After proper execution of this Third Amendment to Lease, by Landlord and Tenant, Landlord shall furnish all labor and material as necessary to deliver the Expansion Space as shown on EXHIBIT "B" hereof, which plans identify the work to be completed by Landlord with respect to the requirements of this Third Amendment to Lease. Except for the foregoing, Tenant agrees to accept the Expansion Space under the provisions of this Third Amendment to Lease "WHERE IS, AS IS".

F. SITE PLAN - One sheet dated March 6, 1972, as revised through May 25, 1994, and showing Site Plan and existing building containing 71,492 Square Feet is attached hereto as EXHIBIT "A" and by this reference is made a part hereof. The premises as described in Section A. above are identified with "red" on the plan.

G. OFFICE FLOOR PLAN - One sheet dated July 6, 1975, as revised through September 6, 2001, and covering Floor Plan of 26,718 square feet of previously occupied office and warehouse space known as 3037 Commerce Way, including 3,482 square feet of offices, toilets and corridor areas covered by this First Amendment to Lease is attached hereto as EXHIBIT "B" and by this reference is made a part hereof.

H. EARLY TERMINATION OF LEASE— Paragraph D. of the Second Amendment to Lease is hereby terminated and replaced with the following:

The Lease, as amended, shall be terminated absolutely and without further obligation on the part of the Lessee at the close of calendar year 2002 and at the close of each succeeding calendar year for which it may be renewed. The Lease shall be automatically renewed for one-year terms on January 1, 2003, January 1, 2004, January 1, 2005, January 1, 2006, and January 1, 2007, unless no later than August 1st of the preceding term, Lessee shall have provided to Lessor written notice of Lessee's election not to renew this Lease for a succeeding term, such that Lessor shall have five (5) months' prior notice of Lessee's election not to renew.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; provided, however, that to the extent, if any, that the terms and the provisions of this Third Amendment to Lease conflict with the terms in the Lease, this Third Amendment to Lease shall control and supersede such Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

Signed, sealed and delivered as to
Landlord, in the presence of:

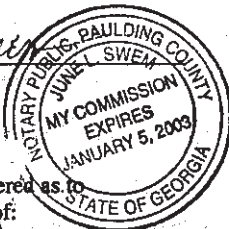
M. D. HODGES DEVELOPMENTS, L.L.C.

Unofficial Witness

By: Thomas J. Flanagan
Name: THOMAS J. FLANIGAN
Title: CHIEF OPERATING OFFICER / VICE PRESIDENT

[CORPORATE SEAL]

Notary Public:



Signed, sealed and delivered as to
Tenant, in the presence of:

FULTON COUNTY BOARD OF COMMISSIONERS

Unofficial Witness

By: Mike Kent, Chairman
Name: Mike Kent, Chairman
Title: _____

[CORPORATE SEAL]

Notary Public

Doris G. Baker
Notary Public

Attest:

Justine Boyd
Fulton County Clerk

William L. Turner
OFFICE OF
THE COUNTY ATTORNEY

SECOND AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between M. D. HODGES ENTERPRISES, INC. (hereinafter referred to as "Landlord"), and FULTON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Tenant"), as of the 26th day of May, 2000.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease Contract dated June 26, 1990, (hereinafter referred to as the "Lease"), for an original term of five years with a commencement date of August 1, 1990, and an expiration date of July 31, 1995, covering premises described as:

17,812 Square Feet of previously occupied office and warehouse space, including 1,810 Square Feet of existing air-conditioned office, toilet and corridor areas, all as located at 3031 I-75 SOUTH, Hapeville, Georgia, and being a portion of a building known as 3025 I-75 South containing 71,492 Square Feet. Said building is located on land in Land Lot 67 of the 14th District of Fulton County, Georgia.

WHEREAS, under a date of February 22, 1995, Landlord and Tenant entered into a First Amendment to Lease for the purpose of extending the term of the Lease for a period of five (5) years with a commencement date of August 1, 1995, and an expiration date of July 31, 2000.

WHEREAS, Tenant has continued to occupy the Premises under the provisions of the Lease, as amended.

WHEREAS, Landlord has agreed to extend the term of the Lease, as amended, through the end of calendar year 2000 and for five (5) succeeding terms as set forth below.

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid by each party to the other and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

A. EXTENDED TERM - Provided the Lease, as amended, is in full force and effect at the expiration of its current extended term, and provided Tenant is not in default, said extended term shall be further extended on the same terms, covenants and conditions as set forth in the Lease, as amended, for the following time periods:

\$5,046.74 Monthly in advance	<u>AUGUST 1, 2000 THROUGH DECEMBER 31, 2000</u> FIVE THOUSAND, FORTY-SIX AND 74/100 DOLLARS	Five (5) Months
\$5,198.14 Monthly in advance	<u>JANUARY 1, 2001 THROUGH DECEMBER 31, 2001</u> FIVE THOUSAND, ONE HUNDRED NINETY- EIGHT AND 14/100 DOLLARS	Twelve (12) Months
\$5,354.08 Monthly in advance	<u>JANUARY 1, 2002 THROUGH DECEMBER 31, 2002</u> FIVE THOUSAND, THREE HUNDRED FIFTY- FOUR AND 08/100 DOLLARS	Twelve (12) Months
\$5,514.71 Monthly in advance	<u>JANUARY 1, 2003 THROUGH DECEMBER 31, 2003</u> FIVE THOUSAND, FIVE HUNDRED FOURTEEN AND 71/100 DOLLARS	Twelve (12) Months
\$5,680.15 Monthly in advance	<u>JANUARY 1, 2004 THROUGH DECEMBER 31, 2004</u> FIVE THOUSAND, SIX HUNDRED EIGHTY AND 15/100 DOLLARS	Twelve (12) Months
\$5,850.56 Monthly in advance	<u>JANUARY 1, 2005 THOROUGH JULY 31, 2005</u> FIVE THOUSAND, EIGHT HUNDRED FIFTY- AND 56/100 DOLLARS	Seven (7) Months

B. INDEMNITY- As of August 1, 2000, Paragraph 13 of the Lease, INDEMNITY, is deleted.

C. **ATTORNEY'S FEES**- As of August 1, 2000, Paragraph 26 of the Lease, ATTORNEY'S FEES AND HOMESTEAD, shall be modified by deleting, "ten percent (10%) thereof as attorney's fees" and inserting, "reasonable attorney's fees to the extent allowed by law."

D. **EARLY TERMINATION OF LEASE**- The Lease, as amended, shall be terminated absolutely and without further obligation on the part of the Lessee at the close of calendar year 2000 and at the close of each succeeding calendar year for which it may be renewed. The Lease shall be automatically renewed for one-year terms on January 1, 2001, January 1, 2002, January 1, 2003 and January 1, 2004 and for a seven-month term on January 1, 2005, unless no later than August 1st of the preceding term, Lessee shall have provided to Lessor written notice of Lessee's election not to renew this Lease for a succeeding term, such that Lessor shall have five (5) months' prior notice of Lessee's election not to renew.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed provided, however, that to the extent, if any, that the terms of the provisions of this Second Amendment to Lease conflict with the terms in the Lease, as amended, this Second Amendment to Lease shall control and supersede such terms thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above first written.

Signed, sealed and delivered as to Landlord,
in the presence of:

Unofficial Witness

Notary Public

M. D. HODGES ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Signed, sealed and delivered as to Tenant,
in the presence of:

Paul E. Shell
Unofficial Witness Austine Boyd, Clerk

Brenda K. Harris
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Sept. 16, 2002

FULTON COUNTY BOARD OF COMMISSIONERS

By: Mike Kenn
Name: Mike Kenn
Title: Chairman

[CORPORATE SEAL]

APPROVED AS TO FORM:

Larry W. Ramsey Jr.
LARRY W. RAMSEY JR.
SENIOR ATTORNEY

ITEM # 0828 RCM 0101.00 ALLS ALLS

FIRST AMENDMENT TO LEASE

THIS AGREEMENT, made and entered into by and between
M. D. HODGES ENTERPRISES, INC. (hereinafter referred to as "Landlord"),
and FULTON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as
"Tenant"), this 22nd day of February, 1995.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Commercial
Lease Contract dated June 26, 1990, (hereinafter referred to as
"Lease"), for an original term of five (5) years, with a commencement
date of August 1, 1990, and an expiration date of July 31, 1995,
covering premises described as:

17,812 Square Feet of previously occupied office and warehouse
space, including 1,810 Square Feet of existing air conditioned
office, toilet, and corridor areas, all as located at 3031 I-75
SOUTH, Hapeville, Georgia, and being a portion of a building known
as 3025 I-75 South containing 71,492 Square Feet. Said building
is located on land in Land Lot 67 of the 14th District of Fulton
County, Georgia.

WHEREAS, Tenant has continued to occupy the Premises under the
provisions of the Lease.

WHEREAS, Tenant now desires to extend the term of the Lease for a
period of five (5) years ("Extended Term") pursuant to the Renewal
Option of Paragraph 45 of the Lease, with said Extended Term to commence
on August 1, 1995, and to terminate on July 31, 2000.

NOW THEREFORE, in consideration of One (\$1.00) Dollar paid by each
party to the other and for other good and valuable consideration, the
sufficiency of which is hereby acknowledged, the parties do hereby agree
as follows:

FIRST EXTENDED TERM (FIVE (5) YEARS) - Provided the Lease is
in full force and effect at the expiration of the original term of the
Lease on July 31, 1995, and provided Tenant is not in default
thereunder, said original term shall be extended pursuant to Paragraph
45 of the Lease (Renewal Option) for a period of five (5) years with
said Extended Term to commence on August 1, 1995 and to terminate on
July 31, 2000, on the same terms, covenants and conditions as set forth
in the Lease, except that the annual rental rate shall be \$3.30 per
square foot, payable monthly, in advance, in the amount of FOUR
THOUSAND, EIGHT HUNDRED NINETY-EIGHT AND 30/100 (\$4,898.30) DOLLARS.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; provided, however, that to the extent, if any, that the terms of the provisions of this First Amendment to Lease conflict with the terms in the Lease this First Amendment to Lease shall control and supersede such renewal thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
as to Landlord, in the
presence of:

Walter R. Nottingham
Unofficial Witness

Judy S. Crawford
Notary Public
Notary Public, Paulding County, Georgia
My Commission Expires March 7, 1995

M. D. HODGES ENTERPRISES, INC.

Melvin W. Lawrence
Landlord Vice President

Signed, sealed and delivered
as to Tenant, in the
presence of:

Doris G. Baker
Unofficial Witness

Patricia A. James
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Jan. 9, 1999

FULTON COUNTY BOARD OF COMMISSIONERS

Mitch J. Skandalakis
Tenant MITCH J. SKANDALAKIS, CHAIRMAN

Lois E. Shell
Tenant Lois E. Shell, Acting Clerk

Approved as to form

FULTON COUNTY LEGAL DEPARTMENT

By RLB

ORIGINAL
COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA
COUNTY OF FULTON

THIS LEASE, made this 26th day of June, 1990, by and

between M. D. HODGES ENTERPRISES, INC., first party, (hereinafter called "Landlord");
300 Great Southwest Parkway
Atlanta, Georgia 30336

and FULTON COUNTY BOARD OF COMMISSIONERS, second party, (hereinafter called "Tenant");
141 Pryor Street, SW
Atlanta, Georgia 30303

WITNESSETH:

Premises

1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations herein-after mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (exclusive of any easement for light or air), hereinafter called "premises", to wit:

17,812 Square Feet of previously occupied office and warehouse space, including 1,810 Square Feet of existing air conditioned offices, toilets and corridor areas, all of which is located at 3031 I-75 SOUTH, Hapeville, Georgia, being a portion of a building known as 3025 I-75 South, containing 71,492 Square Feet. Said building is located on property in Land Lot 67 of the 14th District of Fulton County, Georgia.

**ALSO SEE Term
SPECIAL
STIPULATIONS
PARAGRAPH 33.**

2. To have and to hold the same for the term to commence on the 1st day of August 1990, and ending on the 31st day of July 1995, at midnight, unless sooner terminated as hereinafter provided.



Rental

3. The Tenant agrees to pay to the Landlord promptly on the first day of each month in advance, during the term of this lease, a monthly rental of SEE SPECIAL STIPULATIONS - PARAGRAPH 33

The aforesaid payments of rent are to be made to M. D. HODGES ENTERPRISES, INC.
300 Great Southwest Parkway
Atlanta, Georgia 30336

**Construction of
this Agreement**

4. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Time is of the essence of this agreement.

Definitions

5. "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord", and "Tenant", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Utility Bills

6. Tenant shall pay water, sewer, gas, electricity, fuel, light, heat, power bills and sprinkler system service charges (if any) for leased premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the premises.

Use of Premises

7. Premises shall be used for records management purposes and no other. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

**Abandonment of
Leased Premises**

8. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof.

ALSO SEE
SPECIAL
STIPULATIONS
PARAGRAPH 42

Repairs by
Landlord

TENANT

LANDLORD

ALSO SEE
SPECIAL
STIPULATIONS
PARAGRAPH 42.

Repairs by
Tenant

TENANT

LANDLORD

ALSO SEE
SPECIAL
STIPULATIONS
PARAGRAPH 41.

Tax
Escalation

TENANT

LANDLORD

ALSO SEE
SPECIAL
STIPULATIONS
PARAGRAPH 41.

TENANT

LANDLORD

Indemnity

Governmental
Orders

Condemnation

Assignment and
Subletting

Removal of
Fixtures

Cancellation of
Lease by Landlord

Reletting by
Landlord

Exterior
Signs

9. The Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the building on the premises and underground utility and sewer pipes outside of the exterior walls of said building; provided, however, the Landlord shall not be responsible for the repair of glass and exterior doors and any and all repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

10. Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. In the event Tenant fails to make said repairs or maintain said grounds, then Landlord may, but shall not be obligated to, make such repairs or maintain said grounds, in which event, Tenant shall promptly reimburse Landlord for all expenses incurred thereby. If this is a multi-tenanted building, Tenant's responsibility to maintain said grounds shall be limited to all outside areas of the building adjacent or opposite to the exterior walls of the area covered by this Lease. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of Landlord.

11. Tenant shall pay to Landlord upon demand, as additional rental during the term of this lease and any extension or renewal thereof, the amount by which all taxes (including, but not limited to, ad valorem taxes, special assessments and governmental charges) on the premises for each tax year exceeds all taxes on the premises for the first full tax year during the lease term. In the event the premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the lease term.

12. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

13. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs.

14. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice, unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

15. If the whole of the leased premises, or such portion thereof as will make premises unuseful for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

16. Tenant may not, without the prior written consent of Landlord which shall not be unreasonably withheld by Landlord, assign this lease or any interest hereunder, or sublease premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability.

17. Tenant may (if not in default hereunder), prior to the expiration of this Lease or any extension thereof, remove all fixtures and equipment which Tenant has placed in the premises; provided, however, that Tenant shall not remove: (a) air conditioning, air ventilating and heating fixtures; (b) lighting fixtures; (c) dock levels; and (d) carpeting. Upon removal of said fixtures and equipment which Tenant is allowed to remove as set forth in the preceding sentence, Tenant shall repair all damage to premises caused by such removal.

18. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

19. Landlord, as Tenant's agent, without terminating this lease, upon Tenant's failure to cure any default within the time permitted as set forth in paragraph 18 hereof, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

20. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

TENANT
LANDLORD

Entry for
Carding, etc.

Effect of
Termination
of Lease

21. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property if any, after first securing from the Tenant a date and time as necessary for Landlord.
22. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Mortgagee's
Rights

23. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord, and Tenant agrees to execute and deliver such documentation as may be required by any such lender to effect any such subordination.

No Estate
in Land

24. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Holding Over

25. If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

Attorney's Fees
and Homestead

26. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

Rights
Cumulative

27. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Service of
Notice

28. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

Statement of
Acceptance

29. After completion of the premises in accordance with the terms of this Lease Contract, Tenant will furnish Landlord with a written statement confirming Tenant's acceptance of the premises and confirming the commencement date of the term of this Lease.

Special
Stipulations

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

30. SITE PLAN - One sheet dated 3/6/72, as revised through 9/10/73, and showing Site Plan and building containing 71,492 Square Feet is attached hereto as EXHIBIT "A" and by reference is made a part hereof. The premises as described in Paragraph 1 hereof are identified in "red" on the plan. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

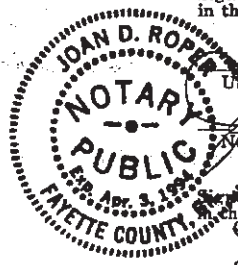
-----SPECIAL STIPULATIONS CONTINUED ON ATTACHED SHEETS-----

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed, sealed and delivered as to Landlord,
in the presence of:

M. D. HODGES ENTERPRISES, INC.



Joan D. Roper
Official Witness
Joan D. Roper
Notary Public

[Signature] (SEAL)
Landlord M. D. Hodges, President
[Signature] (SEAL)
(Landlord)

Signed, sealed and delivered as to Tenant,
in the presence of:

FULTON COUNTY BOARD OF COMMISSIONERS

Dora White
Official Witness
Shirley A. Blunt
Notary Public
Fulton County - Expires
April 3, 1991

[Signature] (SEAL)
(Tenant)
[Signature] Clerk

ITEM #555, RCM 7/18/90 A.M.

Approved as to form
[Signature]
Associate County Attorney

31. OFFICE FLOOR PLAN - One sheet dated 10/5/77, as revised 6/26/90, and covering 1,810 Square Feet of existing offices, toilets and corridor areas covered by this Lease, is attached hereto as EXHIBIT "B" and by reference is made a part hereof. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

32. WAREHOUSE FLOOR PLAN - One sheet dated 10/5/77, as revised 6/26/90, and covering existing floor plan of 17,812 Square Feet is attached hereto as EXHIBIT "C" and by reference is made a part hereof. Notwithstanding any other provision of this Special Stipulation or any plan mentioned herein, in no event shall any plan incorporated herein be effective to lease and rent more property than is described as the "premises" in Paragraph 1 of this Lease.

33. TERM AND RENTAL SCHEDULE - The initial term of this Lease shall be for twelve (12) months beginning on August 1, 1990, and ending on July 31, 1991, unless sooner terminated as herein provided. The term of this Lease shall be automatically extended and renewed for four (4) consecutive successive periods of twelve (12) months each upon the terms and conditions herein contained unless the Tenant gives to the Landlord prior written notice that the Lease shall not be so extended and renewed at least one hundred twenty (120) days prior to the date of expiration of the original term or any extended term, with the first such extended term beginning August 1, 1991, and ending on July 31, 1992, and each successive term beginning and ending on the annual anniversary dates with the final Lease term ending July 31, 1995.

Tenant agrees to pay Landlord promptly on the first day of each month in advance during the term of this Lease a monthly rental of

\$4,453.00 Monthly In Advance	<u>AUGUST 1, 1990 THROUGH JULY 31, 1993</u>	Thirty-Six (36) Months
	Four Thousand Four Hundred Fifty-Three and 00/100 Dollars	
\$4,898.00 Monthly In Advance	<u>AUGUST 1, 1993 THROUGH JULY 31, 1994</u>	Twelve (12) Months
	Four Thousand Eight Hundred Ninety-Eight and 00/100 Dollars	
\$5,094.00 Monthly In Advance	<u>AUGUST 1, 1994 THROUGH JULY 31, 1995</u>	Twelve (12) Months
	Five Thousand Ninety-Four and 00/100 Dollars	



34. ADVANCE RENT - Notwithstanding Paragraph 3 of this Lease, Landlord acknowledges receipt from Tenant of FOUR THOUSAND FOUR HUNDRED FIFTY-THREE AND 00/100 (\$4,453.00) DOLLARS rent, which rent Tenant has paid in advance for the first month's rent.

35. DRIVES AND PARKING AREAS - All driveways and all paved areas of the premises covered by this Lease are for the common use of all tenants of the building located in whole or in part thereon.

36. COMMENCEMENT OF RENT - It is understood by Tenant that the premises identified in Paragraph 1 hereof are presently occupied by the Office of Secretary of State and said occupant has verbally committed to vacate the premises on or about July 6, 1990. It is understood by Landlord that Tenant and the Office of Secretary of State have reached an agreement whereby Tenant is acquiring the existing warehouse racking/shelving system which shall remain in the premises. Said Racking/shelving is not presently and shall not become a property of Landlord and Tenant covenants and agrees that all said racking/shelving system shall be removed by Tenant upon the termination of this Lease.

Notwithstanding Paragraphs 2, 29 and 33 of this Lease, and providing that this Lease has been properly executed by Landlord and Tenant, rent shall commence upon the date of substantial completion for beneficial occupancy of all work covered by Paragraph 43 or upon occupancy of the premises by Tenant, whichever event first occurs. If the premises are not occupied until after August 1, 1990, or occupied prior to August 1, 1990, rent shall be accounted for at the rate of ONE HUNDRED FORTY-SIX AND 40/100 (\$146.40) DOLLARS per day for that month in which substantial completion of the premises or occupancy occurs; thereafter, rent shall be accounted for at the rate set forth in Paragraph 33 of the Lease.

This Lease shall be for a full five (5) year period beginning on the first day of the month following the date of completion of the premises or occupancy of the premises by Tenant, whichever event first occurs, unless sooner terminated as herein provided.

37. WAIVER OF SUBROGATION - Landlord shall waive all rights of recovery and all causes of action against Tenant for any loss occurring to the premises resulting from any of the perils insured against under such policy or policies of insurance carried by landlord regardless of cause including negligence of Tenant, and to the extent of any recovery under such policy or policies of insurance. Landlord will cause these policies of insurance to include an



endorsement to that effect. Tenant shall waive all rights of recovery and all causes of action against Landlord to the extent of any recovery under such policy or policies of insurance carried by Tenant, and Tenant will cause these policies of insurance to include an endorsement to that effect.

38. SPRINKLER SYSTEM - A sprinkler system for the premises, including existing offices, is included in this Lease Agreement.

39. UTILITY BILLS

(A) ELECTRICITY - Notwithstanding anything to the contrary in Paragraph 6 hereof, the premises covered by this Lease have been metered directly for electricity. All bills for electricity consumed on the premises covered by this Lease shall be received by Tenant, and Tenant shall be responsible for and pay directly to the utility for said services.

(B) NATURAL GAS - Notwithstanding anything to the contrary in Paragraph 6 hereof, the premises covered by this Lease have been metered directly for natural gas. All bills for natural gas consumed on the premises covered by this Lease shall be received by Tenant, and Tenant shall be responsible for and pay directly to the utility for said services.

(C) WATER - Notwithstanding anything to the contrary in Paragraph 6 hereof, Landlord has furnished one water meter with necessary piping to serve the building containing 71,491 Square Feet in which the 17,812 Square Feet covered by this Lease is located. Landlord shall be billed by the utility for all water consumed on the entire premises on which the 17,812 Square Feet is located, and Landlord shall promptly pay said bills. Landlord shall, however, invoice Tenant semi-annually for Tenant's share of water used based on a pro rata share of Tenant's leased portion of the entire building, and Tenant shall promptly pay said bills; provided, however, if Tenant's consumption of water is increased by manufacturing or other uses, exclusive of office, toilet areas, drinking fountains, and maintenance of grass and shrubbery, Tenant's share of the water billed shall take these extra uses into account. Conversely so, if in favor of Tenant.

(D) SPRINKLER SERVICE - Notwithstanding anything to the contrary in Paragraph 6 hereof, Landlord shall be billed directly by the utility for all sprinkler service charges, if any, for the entire building containing 71,492 Square Feet, as identified in Paragraph 1 hereof, and Landlord shall pay directly to the utility for all such charges. Landlord shall, however, invoice the Tenant semi-annually for Tenant's pro rata share of said charges, and Tenant shall promptly pay said bills.



40. SPRINKLER MAINTENANCE (VALVES AND ALARM SYSTEMS) - Tenant shall be responsible for maintaining sprinkler valves and alarm systems, if any, as located within the leased premises, and Tenant shall maintain written records, if any, that may be required by Landlord's Insurer covering testing of sprinkler valves and alarm systems located within the leased premises, and Tenant shall consistently maintain heat within the premises as necessary to avoid damage to the sprinkler system by freezing.

41. TAX ESCALATION - Notwithstanding anything to the contrary in Paragraph 11 hereof the first full tax year for the entire building identified in Paragraph 1 hereof shall be the calendar year 1989. Fulton County taxes for said building for the year 1989 were \$14,734.04. City of Hapeville taxes for said building for the year 1989 were \$3,831.00. A copy of Fulton County and city of Hapeville 1989 Tax Bills is attached hereto as EXHIBIT "D" and by this reference is made a part hereof.

Tenant's "tax stop" in the amount of \$4,625.42 has been allocated to the leased premises ($\$18,565.04 \times [17,812 + 71,492] 24.91\% = \$4,625.42$), with it being understood by the parties hereto that Tenant shall be responsible and pay for all taxes on the leased premises in excess of \$4,625.42.

42. PREPARATION OF PREMISES FOR OCCUPANCY - After proper execution of this Lease by Landlord and Tenant, Landlord shall furnish all labor and material as necessary to do the following work:

(A) Inspect heating and air conditioning equipment and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(B) Inspect all existing plumbing fixtures and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(C) Inspect all existing lighting fixtures in office and warehouse areas and make such repairs and/or replacement as required for good operating condition on the date of occupancy of the premises by Tenant.

(D) Repaint all existing office walls that previously received paint with color selection by Tenant.

(E) Clean all existing vinyl floor tiles in the office toilets and corridor areas and "broom clean" warehouse floors.



43. WARRANTIES (PLUMBING, HEATING AND AIR CONDITIONING)

Notwithstanding anything to the contrary in Paragraphs 9 and 10 hereof, Landlord, at Landlord's expense, agrees to keep in good repair and condition underground sanitary sewers within the building, water piping within and outside the building, natural gas piping from the meter to all fixtures and heating and air conditioning equipment.

Except as provided for above, all conditions of Paragraphs 9 and 10 hereof shall continue in full force and effect.

44. TENANT'S EXISTING LEASE (796 GREAT SOUTHWEST PARKWAY) - Tenant is now in possession of the premises at 796 Great Southwest Parkway comprising 9,191 square feet under Lease dated August 27, 1980, as last amended on August 16, 1989, between M. D. Hodges Enterprises, Inc., as Landlord, and Fulton County Board of Commissioners, as Tenant. With respect to such Lease, the parties hereto agree as follows:

(A) The existing Lease will automatically terminate upon execution of the new Lease described herein. Tenant will continue to occupy said premises after August 1, 1990, and up until September 30, 1990, on a rent free basis.

(B) Any occupancy period beyond October 1, 1990 will be on a month-to-month basis and will be accounted for between Landlord and Tenant at \$79.48 per day. Tenant shall promptly "settle accounts" with respect to utilities and taxes and any other similar matters within thirty (30) days from the date the premises is vacated.

(C) Upon vacating of said existing Lease, Tenant shall return its existing premises at 796 Great Southwest Parkway to Landlord "broom clean" and in further accordance with Paragraph 10 of the existing Lease.

45. RENEWAL OPTION - Provided this Lease is in full force and effect at the expiration of the original five (5) year term of this Lease, and provided that Tenant is not in default, the original term shall be extended at the option of Tenant for an additional period of five (5) years, then next ensuing on the same terms, covenants and conditions as herein set forth, except that the Renewal Option provided for by this Special Stipulation shall not be part of the Lease during the extended period, and except that the annual rental shall be adjusted as of the termination date of the original term. The monthly rental rate for such extended term shall be negotiated by Landlord and Tenant, and if the parties reach an agreement, the resulting negotiated rental rate for the first extended term shall apply; provided, however, that said negotiations shall be concluded thirty days prior

to Tenant exercising its option to extend its Lease term under this Lease Agreement. Tenant shall give Landlord six (6) months' written notice prior to the expiration of the original Lease term of the Tenant's desire to so extend such term; provided further that option to renew provided for herein shall be terminated if and when this Lease is terminated, or if and when the Tenant is in default hereunder at any time.

46. AGENT - This Lease was negotiated directly between Landlord and Tenant without benefit of an Agent or Real Estate Broker.

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made this 31st day of December, 2011, between COBALT INDUSTRIAL REIT, a Texas real estate investment trust ("Landlord") and FULTON COUNTY GOVERNMENT, a political subdivision of the State of Georgia ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord, as successor-in-interest to M. D. Hodges Enterprises, Inc., and Tenant, as successor-in-interest to Fulton County Board of Commissioners, are parties to that certain Commercial Lease Contract dated June 26, 1990; as amended by that certain First Amendment to Lease dated February 22, 1995; further amended by that certain Second Amendment to Lease dated May 26, 2000; further amended by that certain Third Amendment to Lease dated October 4, 2001; and further amended by that certain Fourth Amendment to Lease ("Fourth Amendment") dated December 28, 2006 (collectively, the "Lease"), pursuant to which Tenant is currently leasing approximately 44,530 square feet (the "Premises") in the building located at 3025 I-75 South, Fulton County, Georgia (the "Building"); and

WHEREAS, Landlord is the current owner of the Building and the Landlord under the Lease; and

WHEREAS, the Lease expires on its own terms on December 31, 2011, and the parties desire to extend the term of the Lease and to otherwise modify the Lease as set forth herein; and

WHEREAS, any capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. Landlord and Tenant agree that upon execution of this Amendment, the term is hereby extended, subject to the provisions of this Paragraph 1 and Paragraph 4 below. Pursuant to O.C.G.A., Section 36-60-13: The term of this Amendment shall be for a total of twelve (12) months which shall begin on January 1, 2012 and shall expire at 11:59PM local time on December 31, 2012. If notice to terminate is not received by Landlord in compliance with the provisions of Paragraph 4 below, the term of this Lease shall automatically renew annually thereafter for six (6) optional one year terms which shall begin on January 1 of each year and expire on December 31 of each year at the Base Rent rate indicated in Paragraph 2 of this Amendment. The Lease, as herein amended, shall terminate absolutely and without further obligation on the part of the Tenant at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The total obligation of the Tenant for the calendar year of execution and the total obligation which will be incurred in each calendar year renewal term, if renewed, shall be limited to the Base Rent accrued to that point of the Lease, the Additional Rent, if any, that has accrued to that point of the Lease as determined and reconciled by Landlord pursuant to Paragraph 3 herein, any Unamortized Expense Payment due pursuant to the provisions of Paragraph 4 herein, as well as any Maintenance Costs due and payable pursuant to Paragraph 5 herein. In no event shall this Amendment extend the term of the Lease beyond December 31, 2018.

2. Base Rent. Prior to January 1, 2012, Tenant shall continue to pay Rental as set forth in the Fourth Amendment. From and after January 1, 2012, in addition to any other payments to be made under the Lease, including but not limited to the obligation to pay Additional Rent as set forth in Paragraph 3 of this Amendment, Tenant shall pay the following amounts as "Base Rent" under the Lease:

Period	Annual Base Rent PSF	Monthly Base Rent
1/1/12-12/31/12	\$3.23	\$11,985.99
1/1/13-12/31/13	\$3.23	\$11,985.99
1/1/14-12/31/14	\$3.23	\$11,985.99
1/1/15-12/31/15	\$3.23	\$11,985.99
1/1/16-12/31/16	\$3.23	\$11,985.99
1/1/17-12/31/17	\$3.23	\$11,985.99
1/1/18-12/31/18	\$3.23	\$11,985.99

3. Additional Rent. Notwithstanding anything to the contrary contained in the Lease, from and after January 1, 2012, Tenant shall pay to Landlord as additional rent its pro rata share of all Operating Expenses (defined below) incurred by Landlord for each calendar year during the Term of the Lease. Tenant's pro rata share shall be 62.29%, calculated by dividing the square footage of the Premises by the square footage of the Building. Tenant shall pay an amount equal to 1/12 of Tenant's pro rata share of Operating Expenses incurred with respect to each calendar year, as estimated from time to time by Landlord, concurrently with each payment of Base Rent. Following the close of each calendar year, Landlord shall deliver to Tenant a statement of actual Operating Expenses for such calendar year, and within thirty (30) days thereafter, Tenant shall pay to Landlord the amount, if any, by which the actual Operating Expenses for such calendar year exceed Landlord's estimate, or Tenant shall receive a credit against payments of additional rental next due equal to the amount, if any, by which Landlord's estimate exceeded the actual Operating Expenses. "Operating Expenses" shall mean all costs incurred by Landlord in operating, maintaining and repairing the Building and the common areas, including but not limited to ground maintenance costs, management fees, taxes (including, without limitation, ad valorem taxes, special assessments and all governmental charges), and insurance costs. Sections 11 and 41 of the Lease shall be of no further force or effect from and after January 1, 2012. Tenant's pro rata share of Controllable Operating Expenses (defined below) shall not increase by more than eight percent (8%) per calendar year on a cumulative, compounding basis. For purposes hereof, "Controllable Operating Expenses" shall mean Operating Expenses other than taxes, utility costs, insurance costs and snow removal costs. The foregoing cap on increases in Operating Expenses shall not apply to Maintenance Costs (defined below). The term "Rent" refers to all Base Rent and additional rent due and payable by Tenant as provided herein. Tenant's obligations hereunder shall survive the expiration or earlier termination of the Lease.

4. Termination Option. Provided that Tenant is not in default under the Lease, either on the date Tenant delivers its Termination Notice (as hereinafter defined) or on the Termination Date (as hereinafter defined), Tenant shall have the right to terminate the Lease with respect to the entire Premises by giving Landlord written notice of termination via certified mail (the "Termination Notice") accompanied by a certified payment of a fee to Landlord as set forth on Exhibit B attached hereto (the "Unamortized Expense Payment"). Such Termination Notice, if (i) accompanied by the correct Unamortized Expense Payment and (ii) delivered to Landlord at least ninety (90) days prior to December 31 of any calendar year during the term of the Lease as extended herein, shall be effective to terminate the Lease as of December 31 of the calendar year in which the Termination Notice is given (the "Termination Date"). Tenant's failure to deliver the Termination Notice at least ninety (90) days prior to December 31 or to pay such Unamortized Expense Payment simultaneously with Tenant's delivery of its

Termination Notice shall render void any termination of the Lease for that calendar year and the Lease shall continue in full force and effect. Tenant shall pay all Rent due to and through the Termination Date and shall surrender the Premises to Landlord on or before the Termination Date in the manner and in the condition provided for in the Lease. Tenant shall permit Landlord or its agents, at any time and without notice, to enter the Premises, without charge therefore to Landlord and without diminution of Rent, to exhibit the same to prospective tenants after delivery of the Termination Notice. The Unamortized Expense Payment shall not be deemed to be Rent payable under the terms of the Lease, but rather shall be deemed liquidated damages payable by Tenant to Landlord in consideration of Landlord's agreement to terminate the Lease as herein provided. If Tenant exercises its option to terminate the Lease pursuant to this paragraph and a default occurs under the Lease after the Termination Notice is delivered, and such default is not cured by the earlier of (i) the time prescribed in Paragraph 18 of the Commercial Lease Contract dated June 26, 1990 or (ii) the Termination Date, Tenant's termination of the Lease pursuant to this paragraph shall immediately be deemed null and void and of no further force or effect.

5. Maintenance Costs. Landlord and Tenant agree that under the terms of the Lease, Tenant is solely responsible for maintenance of the HVAC system and warehouse lighting serving the Premises at Tenant's sole cost and expense. Landlord has agreed to undertake quarterly maintenance of the HVAC system and warehouse lighting, as well as the performance of necessary repairs thereto and replacements thereof, on behalf of and at the sole cost and expense of Tenant, and Tenant has agreed to promptly reimburse Landlord for all costs incurred by Landlord in performing such maintenance, repairs and replacements (collectively, "Maintenance Costs") as provided herein. If Landlord anticipates that Maintenance Costs for any particular quarter will exceed \$8,000.00, Landlord shall notify Tenant in writing and Tenant shall have the right to request that Landlord solicit competitive bids for the required repairs and replacements for such quarter. Landlord shall perform the first quarterly maintenance of the HVAC system and undertake any necessary repairs and/or replacements of the HVAC system within ninety (90) days following full execution of this Amendment, and Tenant shall reimburse Landlord for the Maintenance Costs incurred by Landlord in connection therewith. Maintenance Costs will not be included in Operating Expenses, but will be invoiced directly to Tenant as incurred by Landlord and due and payable by Tenant within thirty (30) days after delivery of such an invoice. Tenant's failure to pay any invoice for Maintenance Costs within thirty (30) days after delivery of such an invoice shall constitute a default under the Lease. The foregoing shall not be deemed to relieve Tenant of any of its other maintenance obligations under the Lease.

6. Brokers. Tenant and Landlord each represent that it has not had any dealings with a real estate broker, finder or other person with respect to this Amendment in any manner, except NAI Brannen Goddard, broker for Landlord (the "Broker"). Landlord shall pay any commissions or fees that are payable to the Broker with respect to this Amendment in accordance with the provisions of a separate commission agreement.

7. Acknowledgements of Tenant. **Tenant hereby acknowledges and agrees as follows: (i) Tenant does not have, and hereby waives any options to renew or further extend the Term of the Lease beyond December 31, 2018; (ii) except as provided in Paragraph 4 above, Tenant does not have, and hereby waives any options to terminate the Lease prior to the expiration of the Term as extended by this Amendment; (iii) Landlord does not have any obligation to complete or construct any improvements to the Premises, except that Landlord shall construct the improvements described on Exhibit A attached hereto on or before March 31, 2012; and (iv) Tenant is occupying the Premises, and shall continue to occupy the Premises in its "AS IS" "WHERE IS" condition, "WITH ALL FAULTS".**

8. This Amendment shall not be effective or binding until such time as it has been executed and delivered by all parties hereto. This Amendment may be executed in counterparts, all of which shall constitute a single agreement.

9. Except as modified by this Amendment, the Lease and all terms, conditions, covenants and agreements thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. For the avoidance of doubt, Landlord reserves all of its rights and remedies under the Lease and no provision of the Lease shall be waived, except by an instrument in writing (referring specifically to the Lease) executed by the party against whom waiver is sought.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

LANDLORD:

COBALT INDUSTRIAL REIT,
a Texas real estate investment trust

By: 

Name: Lewis D. Friedland

Title: President

WITNESS/ATTEST



TENANT:

FULTON COUNTY GOVERNMENT,
a political subdivision of the State of Georgia

By: 

Name: John H. Eaves

Title: Chairman

WITNESS/ATTEST


Mark Mossey
Clerk to the Commission

Approved As To Form:

By: 

Name: Kevin Harkins
Office of the County Attorney

11-1119 1008 12/21/11
LEGISLATIVE

EXHIBIT A

Tenant Improvements

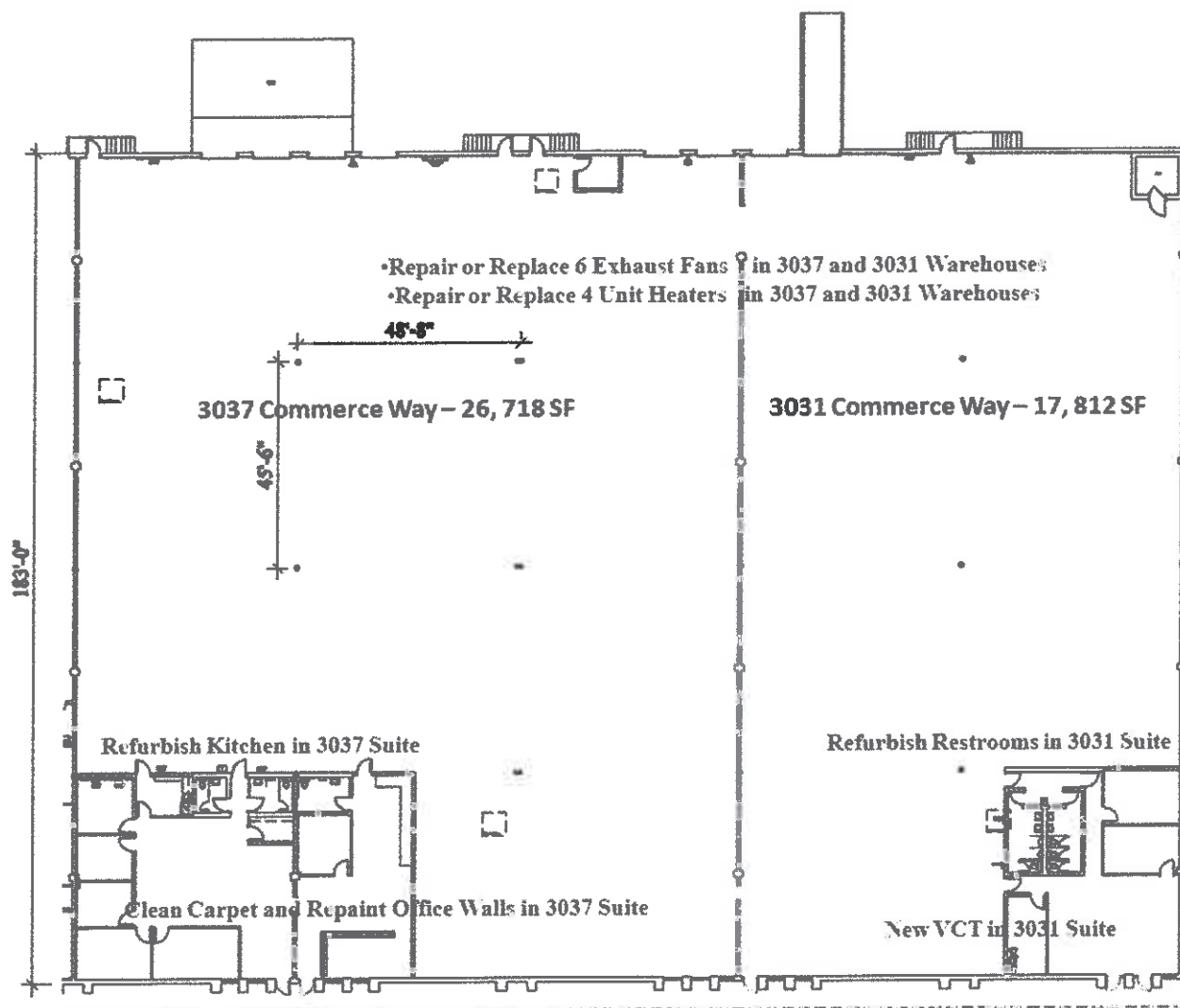


EXHIBIT B**Unamortized Expense Payment Schedule**

In the event the lease term is terminated early by Tenant in accordance with the terms and conditions of the Termination Option outlined in Section 4 of this Amendment, the amount of the Unamortized Expense Payment owed by Tenant will be as follows in the below listed schedule:

Lease Termination Date	Unamortized Expense Payment
12/31/2012	\$83,048.20
12/31/2013	\$72,989.37
12/31/2014	\$61,654.84
12/31/2015	\$48,882.80
12/31/2016	\$34,490.94
12/31/2017	\$18,273.84

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the "Amendment") is made this 18th day of June, 2014, between COBALT INDUSTRIAL REIT, a Texas real estate investment trust ("Landlord"), and FULTON COUNTY GOVERNMENT, a political subdivision of the State of Georgia ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord, as successor-in-interest to M. D. Hodges Enterprises, Inc., and Tenant, as successor-in-interest to Fulton County Board of Commissioners, are parties to that certain Commercial Lease Contract dated June 26, 1990; as amended by that certain First Amendment to Lease dated February 22, 1995; further amended by that certain Second Amendment to Lease dated May 26, 2000; further amended by that certain Third Amendment to Lease dated October 4, 2001; further amended by that certain Fourth Amendment to Lease dated December 28, 2006; and amended by that certain Fifth Amendment to Lease (the "Fifth Amendment") dated December 31, 2011 (collectively, the "Lease"), pursuant to which Tenant is currently leasing approximately 44,530 square feet (the "Current Premises") in the Building owned by Landlord and located at 3025 Commerce Way, Fulton County, Georgia; and

WHEREAS, the parties desire to expand the Premises, further extend the term of the Lease and otherwise modify the Lease as set forth herein; and

WHEREAS, any capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Extension of Term. Landlord and Tenant agree that upon execution of this Amendment, the term is hereby extended, subject to the provisions of this Paragraph 1 and Paragraph 4 below. Pursuant to O.C.G.A., Section 36-60-13: The term of this Amendment shall commence on July 1, 2014 and shall expire at 11:59PM local time on June 30, 2024. If notice to terminate is not received by Landlord in compliance with the provisions of Paragraph 4 below, the term of this Lease shall automatically renew annually thereafter for ten (10) optional one year terms which shall begin on January 1 of each year and expire on December 31 of each year (except that the final year of the term of this Lease shall expire on June 30, 2024), at the Base Rent rate indicated in Paragraph 2 of this Amendment. The Lease, as herein amended, shall terminate absolutely and without further obligation on the part of the Tenant at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. The total obligation of the Tenant for the calendar year of execution and the total obligation which will be incurred in each calendar year renewal term, if renewed, shall be limited to the Base Rent accrued to that point of the Lease, any Unamortized Expense Payment due pursuant to the provisions of Paragraph 4 herein. Notwithstanding anything to the contrary contained herein, in no event shall this Amendment extend the term of the Lease beyond June 30, 2024.

2. Expansion of Premises. Effective July 1, 2014, (i) the Premises shall include an additional 9,028 square feet in Suite 3027 in the Building, as shown on Exhibit A attached hereto ("Expansion Premises"), which together with the Current Premises shall consist of 53,558 total square feet of space and shall be deemed the "Premises" for all purposes under the Lease, and (ii) Tenant's pro rata share of the Building shall be 74.91%. The Expansion Premises shall be subject to all the terms and conditions of the Lease, except as expressly modified herein.

3. Rent. Prior to July 1, 2014, Tenant shall continue to pay Base Rent and Additional Rent as set forth in the Fifth Amendment. From and after July 1, 2014, (i) Tenant shall pay Rent on a gross basis as follows, and (ii) Tenant shall not be obligated to pay its pro rata share of Operating Expenses pursuant to Paragraph 3 of the Fifth Amendment:

Period	Approximate Annual Rent PSF	Monthly Rent
7/1/14-6/30/15	\$4.65	\$20,753.73
7/1/15-6/30/16	\$4.65	\$20,753.73
7/1/16-6/30/17	\$4.65	\$20,753.73
7/1/17-6/30/18	\$4.65	\$20,753.73
7/1/18-6/30/19	\$4.65	\$20,753.73
7/1/19-6/30/20	\$4.65	\$20,753.73
7/1/20-6/30/21	\$4.65	\$20,753.73
7/1/21-6/30/22	\$4.65	\$20,753.73
7/1/22-6/30/23	\$4.65	\$20,753.73
7/1/23-6/30/24	\$4.65	\$20,753.73

4. Termination Option. Tenant shall retain the option to terminate the Lease as set forth in Paragraph 4 of the Fifth Amendment, subject to the following modifications: (i) the non-appropriation of funds by Fulton County for Tenant's use of the Premises shall be a condition precedent to Tenant's right to terminate the Lease pursuant to thereto, and a copy of the official action of Fulton County by which the funds for Tenant's use of the Premises are non-appropriated shall be delivered to Landlord simultaneously with, and as a condition to the effect of, Tenant's Termination Notice thereunder; (ii) the Termination Date shall not be earlier than December 31, 2015; and (iii) the Unamortized Expense Payment schedule attached as Exhibit B to the Fifth Amendment is hereby deleted and replaced with the Unamortized Expense Payment schedule attached as Exhibit B to this Amendment.

5. HVAC Replacement or Repair. Effective July 1, 2014, Paragraph 5 of the Fifth Amendment is hereby deleted in its entirety. If any repairs or replacements of the HVAC system serving the Premises are required to maintain such systems in good working order during the one-year period commencing July 1, 2014 and expiring June 30, 2015 (and provided Tenant notifies Landlord in writing of the need for such repairs or replacements prior to the expiration of such one-year period), Landlord, at its sole cost, will perform such repairs or replacements as may be required to place the HVAC system in good working order. Commencing July 1, 2015 and throughout the remainder of the term, Tenant, at its sole cost and expense, shall (i) undertake and perform all necessary routine maintenance to the HVAC system serving the Premises, (ii) enter into a service contract with a reputable contractor for quarterly maintenance thereof, (iii) cause such contractor to maintain service logs onsite at the Premises evidencing all HVAC maintenance, repairs and replacements performed, and (iv) provide Landlord with a copy of such service contract and/or logs upon request. If any HVAC unit existing at the Premises as of the date of this Amendment (each, an "Existing Unit") requires repairs or replacement of component parts in order to place such Existing Unit in good working order, and provided Tenant obtains Landlord's prior written approval with respect to the needed repair or replacement, the cost thereof and the contractor to be engaged, Tenant's liability with respect to any repair or replacement of an Existing Unit necessary to place same in good working order shall be limited to \$1,000.00 per Existing Unit per calendar year. At any time after the date hereof, Landlord may elect in its sole discretion to replace one or more of the Existing Units with a new unit of comparable capacity (each, a "New Unit"). With respect to any New Unit, upon installation thereof and placement of same in good working order, the limitation on Tenant's liability described in this paragraph shall terminate without further notice and be of no further force or effect with respect to the New Unit, but shall continue with respect to any remaining Existing Units. Notwithstanding the foregoing, Landlord shall not be obligated to make any repairs or replacements to the

HVAC system rendered necessary by the negligence or willful misconduct of Tenant or Tenant's employees, agents or contractors, or by Tenant's failure to comply with its maintenance obligations hereunder, nor shall the cost of any such repairs or replacements be subject to the limitation on Tenant's liability described in this paragraph. Landlord will reasonably cooperate with Tenant to enforce, upon Tenant's request, any manufacturer's or contractor's warranties given in connection with a New Unit.

6. First Month's Rent; Security Deposit. Contemporaneously with the execution of this Amendment, Tenant shall pay to Landlord (i) the Rent due and payable for the first month of the extended term of Lease (in the amount of \$20,753.73), which shall be applied to the first month's Rent upon commencement of such extended term, and (ii) a security deposit in the amount of \$20,753.73 (the "Security Deposit") in immediately available funds, which shall be held by Landlord without liability for interest and as security for the performance by Tenant of its obligations under the Lease. The Security Deposit is not advance payment Rent or a measure or limit of Landlord's damages upon a default by Tenant of its obligations under the Lease. Landlord shall be entitled to commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time and without prejudice to any other remedy, use all or part of the Security Deposit to perform any obligation which Tenant was obligated, but failed, to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Within thirty (30) days after the expiration of the Term or termination of the Lease, Landlord shall return to Tenant the balance of the Security Deposit not applied to satisfy Tenant's obligations. If Landlord transfers its interest in the Premises, then Landlord shall assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

7. Brokers. Tenant and Landlord each represent that it has not had any dealings with a real estate broker, finder or other person with respect to this Amendment in any manner, except Lee & Associates, broker for Landlord (the "Broker"). Landlord shall pay any commissions or fees that are payable to the Broker with respect to this Amendment in accordance with the provisions of a separate commission agreement.

8. Acknowledgements of Tenant. **Tenant hereby acknowledges and agrees as follows: (i) Tenant does not have, and hereby waives any option to renew or extend the Term beyond June 30, 2024; (ii) except as described in Paragraph 4 of this Amendment, Tenant does not have, and hereby waives any other option to terminate the Lease prior to the expiration of the term; and (iii) Landlord does not have any obligation to complete or construct any improvements to the Premises except that Landlord shall, at its sole cost and expense, perform the work described on Exhibit C attached hereto; and (v) Tenant is occupying the Premises, and shall continue to occupy the Premises in its "AS IS" "WHERE IS" condition, "WITH ALL FAULTS".**

9. Counterpart Execution. This Amendment shall not be effective or binding until such time as it has been executed and delivered by all parties hereto. This Amendment may be executed in counterparts, all of which shall constitute a single agreement.

10. Ratification. Except as modified by this Amendment, the Lease and all terms, conditions, covenants and agreements thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. For the avoidance of doubt, Landlord reserves all of its rights and remedies under the Lease and no provision of the Lease shall be waived, except by an instrument in writing (referring specifically to the Lease) executed by the party against whom waiver is sought.

SIGNATURES ON FOLLOWING PAGE


IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

LANDLORD:

COBALT INDUSTRIAL REIT,
a Texas real estate investment trust

By: 
Name: Lewis D. Friedland
Title: President

WITNESS/ATTEST



TENANT:


FULTON COUNTY GOVERNMENT,
a political subdivision of the State of Georgia

By: 
Name: **JOHN H. EAVES**
Title: **CHAIRMAN**

WITNESS/ATTEST

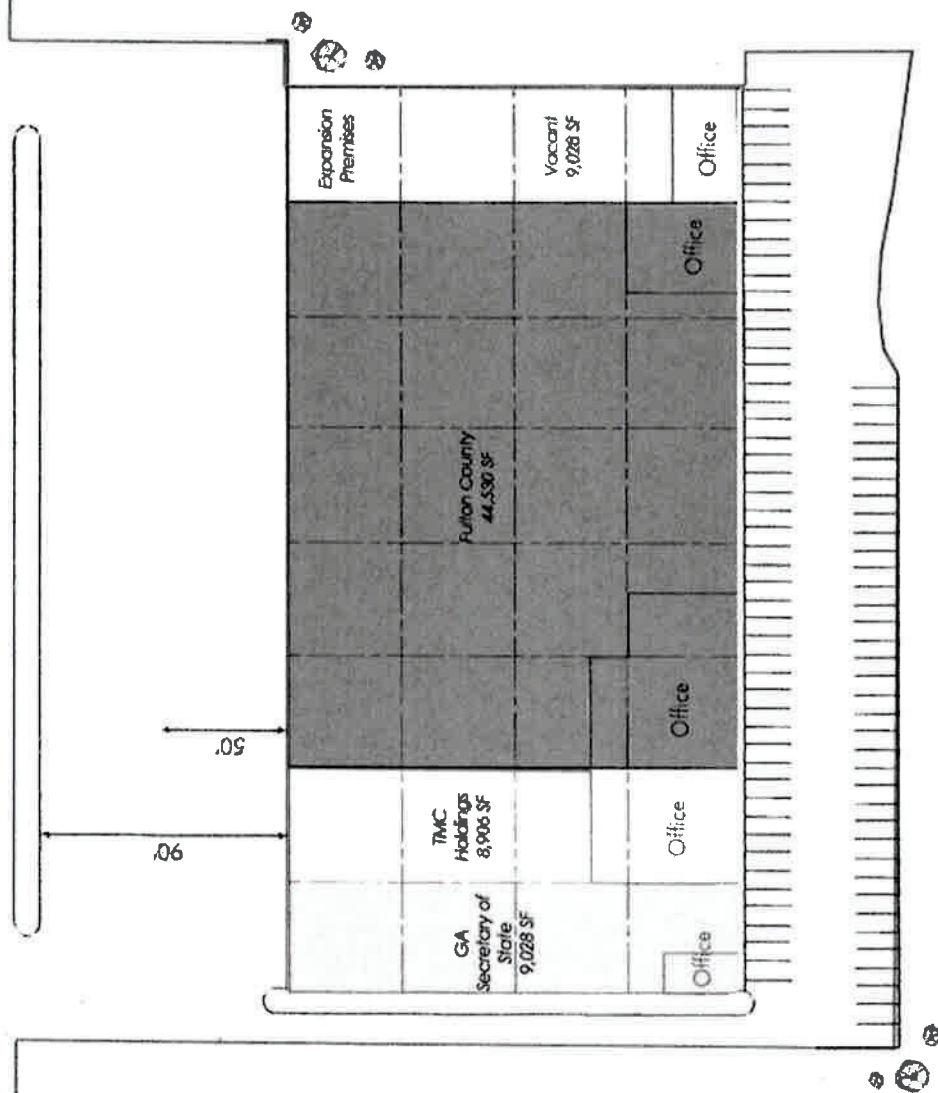

MARK MASSEY
CLERK TO THE COMMISSION

Approved As To Form:

By: 
Name: **Terry Brundage**
Office of the County Attorney

ITEM # 14-0425 RCS 6/18/14
RECESS MEETING

EXHIBIT A



**3025 Commerce Way (1-75 South)
Hapeville, Georgia**



EXHIBIT B

Unamortized Expense Payment Schedule

In the event the lease term is terminated early by Tenant in accordance with the terms and conditions of the Termination Option outlined in Section 4 of the Fifth Amendment, as amended hereby, the amount of the Unamortized Expense Payment owed by Tenant will be as follows in the below listed schedule:

Lease Termination Date	Unamortized Expense Payment
12/31/2015	\$121,936.67
12/31/2016	\$102,084.06
12/31/2017	\$79,713.64
12/31/2018	\$54,506.09
12/31/2019	\$46,693.01
12/31/2020	\$37,889.04
12/31/2021	\$27,968.50
12/31/2022	\$16,789.79
12/31/2023	\$4,193.33

EXHIBIT C

Landlord shall perform the following improvements to the Current Premises and/or Expansion Premises, as indicated:

Current Premises:

- Re-lamp and re-ballast warehouse light fixtures from T-12's to T-8's in

Expansion Premises:

- Remove metal halide light fixtures and install T-5 6-bulb fixtures, up to a maximum of fourteen (14) fixtures
- Remove existing VCT in break room and install carpet with cove base
- Take exposed plumbing in break room back inside wall and cap
- Install new VCT and cove base in three (3) bathrooms
- Repair office area drywall as needed and paint with neutral flat wall paint
- Cut in opening at warehouse demising wall where prior opening existed (Tenant to remove safe from wall)
- Place all electrical or mechanical systems serving the Expansion Premises in good working order prior to Tenant's occupancy.

1 A RESOLUTION BY THE BOARD OF COMMISSIONERS AUTHORIZING THE
2 TERMINATION OF CERTAIN LEASES UTILIZED BY THE DISTRICT ATTORNEY;
3 DELEGATING AUTHORITY TO THE COUNTY MANAGER TO NEGOTIATE THE
4 EFFECTIVE TERMINATION AND OR SUSPENSION OF CERTAIN LEASES WHEN IN
5 THE BEST INTEREST OF FULTON COUNTY; REQUIRING THE COUNTY MANAGER
6 TO SPREAD SUCH ACTIONS ON THE MEETING MINUTES OF A SUBSEQUENT
7 BOARD OF COMMISSIONERS' MEETING; AUTHORIZING THE COUNTY MANAGER
8 TO EXECUTE THOSE DOCUMENTS NECESSARY TO TERMINATE THOSE LEASES
9 APPROVED BY THE BOARD OF COMMISSIONERS; AUTHORIZING THE COUNTY
10 ATTORNEY TO APPROVE ANY REQUIRED DOCUMENTS AS TO FORM AND MAKE
11 MODIFICATIONS AS NECESSARY PRIOR TO EXECUTION; AND FOR OTHER
12 PURPOSES

13 WHEREAS, Fulton County finds it necessary to negotiate and lease commercial
14 office spaces from various entities within Fulton County to provide adequate and sufficient
15 space for utilization by Fulton County elected officials, departments and agencies to
16 deliver essential services to its citizens from these facilities; and

17 WHEREAS, to negotiate competitive rates and to comply with applicable state
18 laws prohibiting unreasonable debt, these commercial leases, among other things, are
19 subject to yearly financial appropriations by Fulton County, include build-out termination
20 costs to capture the financial outlays of the landlords to configure their spaces for use by
21 County officials, department and agencies, and contain renewals and terminations
22 clauses effective upon notice to the various landlords; and

23 WHEREAS, the newly elected Fulton County District Attorney has identified four
24 (4) leases that do not align with the future operations of her office and has requested that
25 Fulton County terminate those leases; and

26 WHEREAS, the newly elected District Attorney has identified the following lease
27 locations that she has requested that Fulton County terminate: 461 Nelson Street, Atlanta,
28 Georgia; 2472 Martin Luther King Jr. Dr., SW, Atlanta, Georgia; 2996 Grandview Avenue,
29 Atlanta, Georgia; and 4910 Jonesboro Road, Building 100, Suite 104, Union City,
30 Georgia; and

1 **WHEREAS**, Fulton County lease agreements designate "Fulton County" and not
2 a specific person with the authority to terminate or suspend the leases entered into by the
3 Board of Commissioners; and

4 **WHEREAS**, it has also been the practice and custom of Fulton County to seek the
5 permission of the Board of Commissioners to terminate or suspend lease agreements
6 entered into by the Board of Commissioners under the authority granted by Fulton County
7 Code § 1-117, when a specific County person is not expressly designated with this power
8 in a lease agreement; and

9 **WHEREAS**, the Board of Commissioners has determined that terminating the
10 leases identified by the newly elected Fulton County District Attorney will assist her in her
11 desire to operate her office in a manner that best serves the citizens of Fulton County;
12 and

13 **WHEREAS**, it is a Fulton County initiative that all people trust that government is
14 efficient and requires staff and the County Manager to implement procedures and
15 recommend policies that optimize service levels for all operations to include the
16 management of lease agreements involving Fulton County and real property owned by
17 Fulton County; and

18 **WHEREAS**, circumstances also occur from time to time that require Fulton County
19 to provide timely notice to terminate certain leases that are no longer beneficial to the
20 County's interest, where waiting for formal Board of Commissioners' approval of such
21 termination could adversely affect the County's ability to timely terminate them or
22 negatively affect the County's financial position or obligations under the lease term; and

23 **WHEREAS**, pursuant to Fulton County Code § 2-152, the County Manager, as the
24 chief executive officer of Fulton County, has the duty "to conduct, supervise and
25 administer all county affairs, subject only to the general law, to rules prescribed by the
26 [Board of Commissioners], and subject to the right of the [Board of Commissioners] to
27 review, repeal or modify any action of the [County Manager] which is contrary to the
28 general law or such rules...."; and

1 **WHEREAS**, it is the recommendation of the Department of Real Estate and Asset
2 Management that the County Manager or his/her designee be given the authority
3 terminate the County's lease agreements when it is in the County's best interest to do so,
4 to sign those documents necessary to manage the County's lease agreements to include
5 estoppel certificates and the granting of temporary right of access agreements to Fulton
6 County owned real property for the purpose of making general onsite repairs and for
7 public safety, among other purposes; and

8 **WHEREAS**, the Board of Commissioners has also determined that delegating to
9 the County Manager or his/her designee the authority to terminate lease agreements
10 entered into by the Board of Commissioners, along with the power to manage and execute
11 other documents required to effectuate lease agreements, will serve the County's interest
12 in preserving County resources and avoid circumstances where a delay may jeopardize
13 the County's interest.

14 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
15 approves the County Manager completing the effective termination of the following lease
16 agreements identified by the newly elected Fulton County District Attorney at the stated
17 locations as no longer being aligned with the operations of her office: 461 Nelson Street,
18 Atlanta, Georgia; 2472 Martin Luther King Jr. Dr., SW, Atlanta, Georgia; 2996 Grandview
19 Avenue, Atlanta, Georgia; and 4910 Jonesboro Road, Building 100, Suite 104, Union City,
20 Georgia.

21 **BE IT FURTHER RESOLVED**, that County staff is directed to take all necessary
22 steps to effectuating the termination of these lease agreements, including delivering
23 necessary notices and execution of necessary and related documents, and that the
24 Finance Department is hereby authorized to expend all necessary funding that Fulton
25 County is obligated to pay relating to the termination of the named leases from a funding
26 source identified by the County Manager under the approved County Budget or that of
27 the affected department.

28 **BE IT FURTHER RESOLVED**, that the County Manager or his/her designee is
29 delegated with the authority to terminate or suspend Fulton County's lease agreements

1 when it is in the County's best interest to do so, to sign those documents necessary to
2 manage the County's lease agreements, to include estoppel certificates and the granting
3 of temporary right of access agreements to Fulton County owned real property for the
4 purpose of making general onsite repairs and public safety.

5 **BE IT FURTHER RESOLVED**, that the County Manager shall consult with the
6 County Attorney, the Finance Department and the affected department prior to
7 terminating a lease agreement.

8 **BE IT FURTHER RESOLVED**, that the County Manager or his/her designee is
9 required to spread the effective termination of lease agreements involving Fulton County
10 on the meeting minutes of the next available Board of Commissioners' meeting, to include
11 all financial outlays or payments required by Fulton County stemming from the
12 termination.

13 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
14 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
15 are hereby repealed to the extent of the conflict.

16 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
17 Georgia, this 20th day of January, 2021.

18
19 **FULTON COUNTY BOARD OF COMMISSIONERS**
20
21

22 

23
24 Robert L. Pitts, Chairman

25
26
27 ATTEST:

28 
29
30 Tonya R. Grier, Clerk to the Commission
31
32
33



1 APPROVED AS TO FORM:
2
3

4 
5

6 Kaye W. Burwell, Interim County Attorney
7

P:\CALegislation\Land\1.06.2021, Resolution Delegating County Manager with Authority to Terminate Certain Leases.docx

DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT

Fulton County Government Center

141 Pryor Street SW, Suite 8021, Atlanta, Georgia 30303



September 28, 2023

VIA OVERNIGHT DELIVERY

Cobalt Industrial REIT
c/o Asset Manager
5605 N. MacArthur Blvd., Suite 350
Irving, Texas 75035

USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239
Attention: VP Real Estate Counsel

Re: Notice of Non-Renewal/Termination of Commercial Lease Contract

To Whom It May Concern,

Please accept this letter as formal notification of Fulton County's decision to not renew and terminate, effective December 31, 2023, the Commercial Lease Agreement between Cobalt Industrial REIT, a Texas real estate investment trust (successor in interest to M.D. Hodges Developments, LLC) ("Landlord") and Fulton County, a political sub-division of the State of Georgia ("Tenant") executed on June 26, 1990, as amended (the "Lease"), for the property located at 3025 Commerce Way, also referred to as 3031 I-75 South, in Hapeville, Georgia, being a portion of a building known as 3025 I-75 South (the "Premises").

In accordance with Section 4 of the Sixth Amendment to Lease Agreement, Fulton County is providing notice that there will be no renewal of this lease and thus no request to appropriate funds by the Fulton County Board of Commissioners for the Lease for 2024 due to the completion of the County's warehouse lease consolidation initiative.

A check in the amount of \$4,193.33 is enclosed for the unamortized buildout expenses that are now due based on the County's termination.

Fulton County has been the Tenant at the Premises for approximately thirty-three (33) years and the relocation of the County's contents within the warehouse will be a delicate and tedious process. While it is the County's sincere intent to relocate all items from the warehouse prior to December 31, 2023, if the County's relocation cannot be completed as of December 31, 2023, the County requests Landlord's approval to continue occupancy as a tenant at will. All Lease provisions will remain fully effective beyond the effective termination until the Premises are vacated and possession returned; however, the County does not intend to be a hold over longer than 6 (six) months.

An exit walk through of the Premises can be arranged with Michael A. Graham in the Fulton County Land Division to assess the current condition of the Premises prior to the effective termination date and any hold over period. Please contact Mr. Graham directly at 404-612-7884 to confirm a date and time for your walkthrough. Any observed defects notice during the

walkthrough that will require repair will need be documented in a memo and submitted to Fulton County.

The security deposit refund payment minus any verifiable deduction, should be made payable to Fulton County, Georgia with a memo of Security Deposit Refund 3025 Commerce Way and delivered to:

Fulton County, Georgia
141 Pryor Street, Suite 7001
Atlanta, Georgia, 30303
Attn: Finance Director

Fulton County sincerely appreciates the support and assistance we have received from you and your staff throughout our tenancy at your property.

Sincerely,



Richard "Dick" Anderson
County Manager

Enclosure

xc: Joseph Davis, Director DREAM
Tim Dimond, Deputy Director DREAM
Michael Graham, Land Administrator

EXHIBIT B

**Unamortized Expense Payment
Schedule**

In the event the lease term is terminated early by Tenant in accordance with the terms and conditions of the Termination Option outlined in Section 4 of the Fifth Amendment, as amended hereby, the amount of the Unamortized Expense Payment owed by Tenant will be as follows in the below listed schedule:

Lease Termination Date	Unamortized Expense Payment
12/31/2015	\$121,936.67
12/31/2016	\$102,084.06
12/31/2017	\$79,713.64
12/31/2018	\$54,506.09
12/31/2019	\$46,693.01
12/31/2020	\$37,889.04
12/31/2021	\$27,968.50
12/31/2022	\$16,789.79
12/31/2023	\$4,193.33



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0751

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 2,054 square feet to Fulton County, a political subdivision of the State of Georgia, from Six Twenty Eight Ventures, LLC., for the purpose of constructing the 381 Canton Street Project at 381 Canton Street, Alpharetta, Georgia 30009.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The proposed 381 Canton Street Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 2,054 square feet and located in Land Lot 1180 of the 2nd District 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a new residential subdivision.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: : Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: None.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MUST ONLY BE RECORDED BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name: 381 Canton Street
Tax Parcel Identification No.: 22 481311800698
Land Disturbance Permit No.: WRN23-013
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 3 day of October 2023, between **Six Twenty Eight Ventures, LLC**, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 1180, 2nd Section (if applicable) of the 2nd District, Fulton County, Georgia, and more particularly described as follows: To wit:

381 Canton Street Project

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

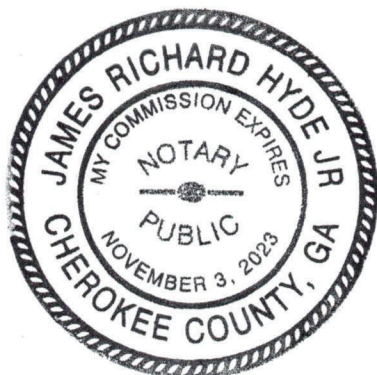
IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 3
day of October, 20 23
in the presence of:

Madison Black
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Six Twenty Eight Ventures, LLC
CORPORATE NAME

By: Tricorner Holdings/Member

Print Name: D. Scott Murphy

Signature: [Signature]

By: _____

Print Name: _____

Title: _____

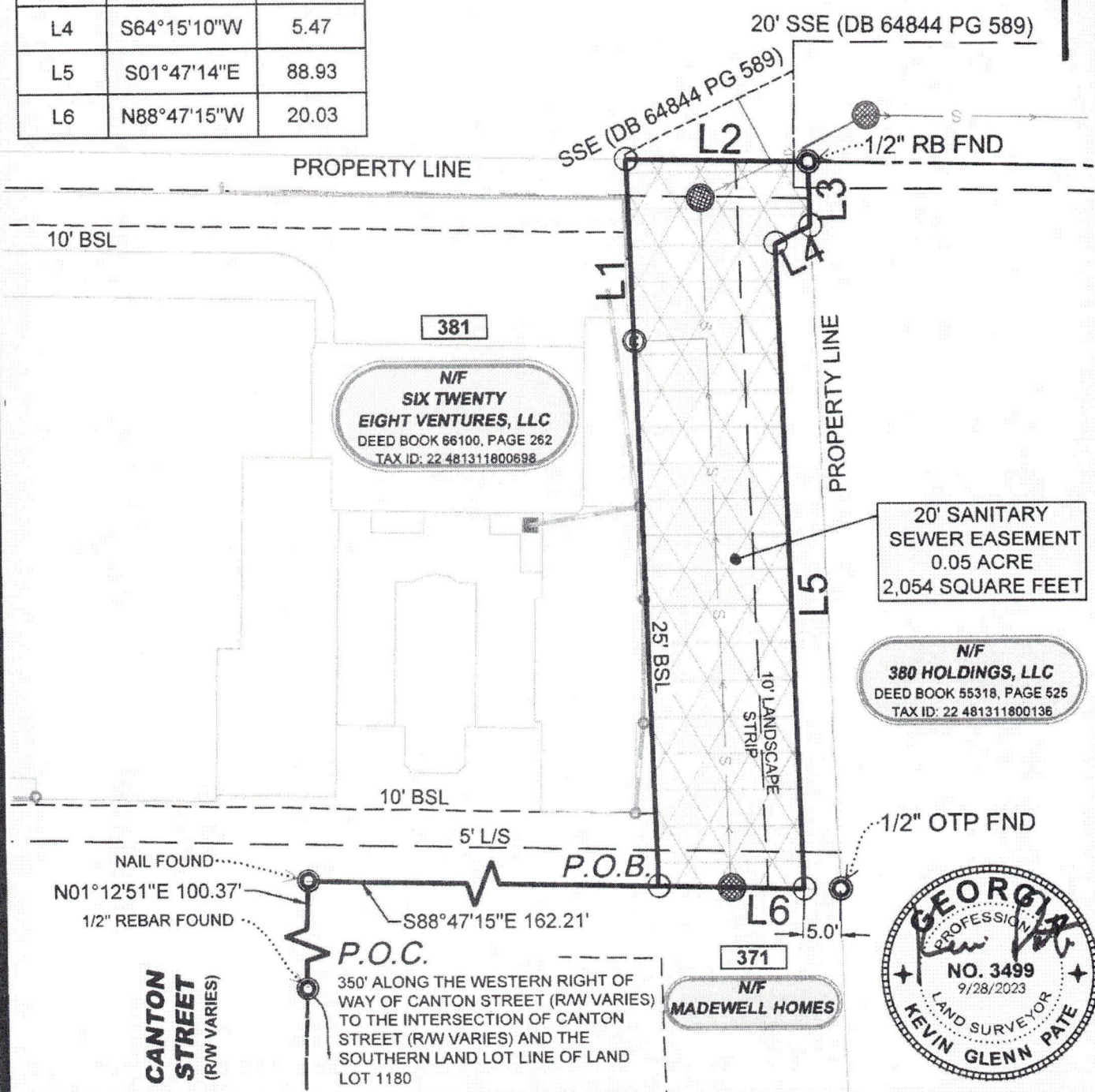
[CORPORATE SEAL]

Exhibit A

All that tract or parcel of land lying and being in Land Lot 1180 of the 2nd District, 2nd Section, Fulton County, Georgia, being Lot 2, according to a survey for Mrs. Florence W. Beavers by C. E. Abercrombie, Registered Surveyor No. 879, dated January 29, 1958, a copy of said survey being recorded in Deed Book 3425, Page 233, Fulton County, Georgia Records, and being more particularly described as follows: Beginning at a point on the easterly side of Canton Street (formerly known as Hopewell Road) a distance of 450 feet north off the original land lot line of said Land Lot 1180, as measured along the east side of Canton Street; thence running easterly along the northerly boundary line of Lot 1 of the aforementioned survey a distance of 187.3 feet to an iron pin; running thence northerly along a line forming an interior angle of 87 degrees 30 minutes with the preceding course a distance of 99.0 feet to an iron pin; thence running westerly along a line forming an interior angle of 92 degrees 33 minutes with the preceding course a distance of 177.3 feet to an iron pin on the easterly side of Canton Street; thence running southerly along the easterly side of Canton Street 100.0 feet to an iron pin at the point of beginning; being improved property known as 381 Canton Street according to the present system of numbering houses in the City of Alpharetta. Together with that certain Sewer Easement from George Nick Vasilakis and Eugenia D Vasilakis to Stephen Deadwyler, dated 11/11/21, filed 11/18/21, recorded in Deed Book 64844, Page 589, Fulton County records.

Grid North (GA West Zone)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N01°47'14"W	100.17
L2	S88°50'08"E	25.03
L3	S01°47'14"E	8.77
L4	S64°15'10"W	5.47
L5	S01°47'14"E	88.93
L6	N88°47'15"W	20.03



Travis Pruitt & Associates, Inc.
 4317 Park Drive, Suite 400
 Norcross, Georgia 30093
 Phone: (770) 416-7511
 Fax: (770) 416-6759
 www.travispruitt.com

Certificate of
 Authorization Number 613

SANITARY SEWER EASEMENT EXHIBIT
381 CANTON STREET
 AUTHORIZED BY: SIX TWENTY EIGHT VENTURES, LLC
 LAND LOT 1180 • 2ND DISTRICT • 2ND SECTION
 CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
 GRAPHIC SCALE - IN FEET

PLAT DATE: 9/28/2023
 FIELD DATE: 12/21/2022
 SCALE: 1" = 20'
 JN: 1-22-0567.599.2
 FN: 101-A-2396
 DRAWN BY: TCW
 SHEET NO: 1 of 1



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0752

Meeting Date: 11/1/2023

Department

Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - 23ITBC138578B-RT - Uniforms, Footwear, and Duty in the amount \$99,000.00 with Smyrna Police Distributors (Smyrna, GA) to provide Uniforms, Footwear and Duty Gear for police personnel. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024 through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394 (6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Police Department requests approval to renew an existing contract with Smyrna Police Distributors to provide uniforms, footwear, and duty gear for police personnel.

Scope of Work: Smyrna Police Distributors will provide uniforms, footwear, and duty gear for police personnel. Smyrna Police Distributors has a local retail location that can custom fit uniforms and

maintains a large inventory of items and can quickly respond to departmental requirements.

Community Impact: A professional police uniform is a reminder to the community of the motto “To Protect and to Serve”.

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: Without uniforms, it would be difficult to identify police officers from non-police officers, or to their colleagues who require assistance, and to quickly identify each other in emergency situations for ease of coordination.

Community Issues/Concerns: There are no community issues/concerns.

Department Issues/Concerns: There are no department issues/concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$27,200.00
1st Renewal			\$99,000.00
Total Revised Amount			\$126,200.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$99,000
Prime Vendor: Smyrna Police Distributors
Prime Status: Non-Minority
Location: Smyrna, GA
County: Cobb County
Prime Value: \$99,000 or 100.00%

Total Contract Value: \$99,000 or 100.00%
Total Certified Value: -0-

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Form
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

W. Wade Yates, Chief of Police, Police Department, 404-613-5705

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$27,200.00
Previous Adjustments: \$0.00
This Request: \$99,000.00
TOTAL: \$126,200.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/> Cash
Match Required:	<input type="checkbox"/> In-Kind
Start Date:	<input type="checkbox"/> Approval to Award
End Date:	<input type="checkbox"/> Apply & Accept
Match Account \$:	

Fiscal Impact / Funding Source:

100-320-3202-1455: General Fund, Police, Reports and Permits, Uniforms - \$4,200
100-320-3206-1455: General Fund, Police, Headquarters Operations & Logistics, Uniforms - \$2,230
100-320-3212-1455: General Fund, Police, Special Operations, Uniforms - \$5,000
100-320-5207-1455: General Fund, Police, Facility Security, Uniforms - \$18,570
301-320-3201-1455: South Fulton Sub-District, Police, Uniform Patrol, Uniforms - \$65,000
301-320-3205-1455: South Fulton Sub-District, Police, Criminal Investigations, Uniforms - \$4,000

Funding Line 1:

100-320-3202-1455

Funding Line 2:

100-320-3206-1455

Funding Line 3:

100-320-3212-1455

Funding Line 4:

Agenda Item No.: 23-0752

Meeting Date: 11/1/2023

100-320-5207-1455

Funding Line 5:

301-320-3201-1455

Funding Line 6:

301-320-3205-1455

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 1s of 2 renewal options

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
8/7/2023

Report Period End:
11/6/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP# NUMBER: 23ITBC138578B-RT

BID/RFP# TITLE: Uniforms, Footwear, and Duty Gear

ORIGINAL APPROVAL DATE: 07/13/2023

RENEWAL EFFECTIVE DATES: 01/01/2024 to 12/31/2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$99,000

COMPANY'S NAME: Smyrna Police Distributors

ADDRESS: 2295 S. Cobb Drive

CITY: Smyrna

STATE: Georgia

ZIP: 30080

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Cecilia Y. Wallace
President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**W. Wade Yates, Chief of Police
Police Department**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 15, 2023
Department:	POLICE
Contract Number:	23ITBC138578B-RT
Contract Title:	Uniforms Footwear and Duty Gear

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Invoices are reviewed to ensure that the correct rates are being applied because the contract contains multiple rates.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ **Internet search of pricing for same product or service:**

Date of search:	September 15, 2023
Price found:	67.99
Different features / Conditions:	n/a
Percent difference between internet price and renewal price:	Internet price is 54% more

Explanation / Notes:

Vendor: Galls

Manufacturer: 5.11 Tac Lite Pro Pants

Price: 67.99

Current Vendor: Smyrna Police Distributors

Manufacturer: 5.11 Tac Lite Pro Pants

Price: 43.95

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 15, 2023
Jurisdiction Name / Contact name:	City of Atlanta Police
Date of last purchase:	N/A
Price paid:	58.00
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Fulton County Police Department pays 32% less

Explanation / Notes:

City of Atlanta PD **Price paid: \$58.00**

Manufacturer: **5.11 Tactical Store**

Fulton County PD **Price paid: \$43.95**

Manufacturer: **Smyrna Police Distributors 5.11**

☐ **Other (Describe in detail the analysis conducted and the outcome):**

[Click here to enter text.](#)

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$90,757.46

4. Does the renewal option include an adjustment for inflation? ☒ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☐ No

Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A

Explanation / Notes:

N/A

5. Is this a seasonal item or service? ☐ Yes ☒ No
6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.
7. What would be the impact on your department if this contract was not approved?
Police officer will have to pay for their own uniforms which would cause a hardship to their finances. Standardization of uniforms and duty gear will be compromised.

Elaine Smith



September 15, 2023

Prepared by

Date

Chief W. Wade Yates



September 15, 2023

Department Head

Date

Performance Evaluation Details

ID	E1
Project	Uniforms Footwear and Duty Gear
Project Number	23ITBC138578B-RT
Supplier	SMYRNA POLICE DISTRIBUTORS
Supplier Project Contact	RONDA JACOBS (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/07/2023 to 11/06/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

SPD provides quality products but sometimes they send inaccurate orders back to us and have poor quality stitching where the name on a shirt will unravel after one wash. Overall they do a good job.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

SPD has improved on the timeline to receive order but there is still at least a three to two month wait to receive items.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Ronda and Nick at SPD provide quality customer service and are quick to fix any issues we may have.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

SPD communicates well with the department and if there are delays or issues they call and tell us.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

SPD does a great job with abiding by the contract pricing and making sure that the invoices are correct. They give us credit back when issues arise.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0755

Meeting Date: 11/1/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of Proclamations and Certificates.

Proclamation recognizing "North Fulton Chamber of Commerce Appreciation Day." **(Ellis)**

Proclamation recognizing "In-Sights Marketing and Promotions Day." **(Arrington)**

Proclamation recognizing "The Kings Exhibition Appreciation Day." **(Arrington)**

Proclamation recognizing "The Book Bank Foundation Appreciation Day." **(Arrington)**

Proclamation recognizing "Damion Crazy Legs Hall Appreciation Day." **(Arrington)**

Proclamation recognizing "D. Anthony Johnson Appreciation Day." **(Arrington)**

Proclamation recognizing "Estravious Gibson Appreciation Day." **(Arrington)**

Proclamation recognizing "Darius Positive K Gibson Appreciation Day." **(Arrington)**

Proclamation recognizing "David Branch Appreciation Day." **(Arrington)**

Proclamation recognizing "Paradise Gray Appreciation Day." **(Arrington)**

Proclamation recognizing "Prime Minister Pete Nice Appreciation Day." **(Arrington)**

Proclamation recognizing "Rick Mathis Appreciation Day." **(Arrington)**

Proclamation recognizing "Greg GVisuals Williams Appreciation Day." **(Arrington)**

Proclamation recognizing "Gregory Greg Street Polk Appreciation Day." **(Arrington)**

Proclamation recognizing "Runaway and Homeless Youth Prevention Month." **(Arrington)**

Proclamation recognizing "Officer Jimmy Durden Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "Jennifer Holliday Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "Morse Diggs Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "Matthew Kallmyer Appreciation Day." **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0757

Meeting Date: 11/1/2023

Department

Finance

Requested Action

Request approval to renew an existing contract - Finance Department, 22RFP092722C-MH, Healthcare Benefits Consulting Services in an amount not to exceed \$400,000.00 with The Segal Company (Southeast), Inc. (d/b/a Segal) to provide professional healthcare benefit consulting services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: This contract will provide professional healthcare consulting services including: draft healthcare benefits Request for Proposal (RFP) specification and provide technical assistance, premium rate development benefit analysis, financial analysis, review of plan documents for compliance, claims analysis, cost projections, plan design/cost share recommendations and

associated estimated savings, determine annual healthcare budget, coordinate benefits education/training sessions, coordinate communication efforts, provide notification of regulatory requirements/changes, assist with statutory benefit forms and filings, and all other efforts needed to administer the County's medical, dental and vision self-insured and fully insured programs. Fiscal 2024 is the bid year for all the County's health plans, which requires significant effort to evaluate, which is why the FY 2024 fee is significantly more than a regular renewal year of the County's health plans.

Community Impact: None

Department Recommendation: Recommend approval

Project Implications: This contract is significant as it lends professional services to assist with management of healthcare benefits to both active and County retirees for the next five year award period.

Community Issues/Concerns: None noted

Department Issues/Concerns: None noted

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0130	2/15/2023	\$269,743.00
1st Renewal			\$400,000.00
Total Revised Amount			\$669,743.00

Contract & Compliance Information

Contract Value: \$400,000.00

Prime Vendor: The Segal Company Inc. d/b/a Segal
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$400,000.00

Total Contract Value: \$400,000.00

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Contract Renewal Form

Exhibit 2: Vendor Performance Report

Exhibit 3: Contractor Evaluation Renewal Form

Contact Information

Hakeem Oshikoya, Finance Director 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$269,743

Previous Adjustments: \$0.00

This Request: \$400,000

TOTAL: \$669,743

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source**Funding Line 1:**

426-999-S200-1160 Group health stabilization fund, Non-agency, Professional services, \$400,000

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating:

Agenda Item No.: 23-0757

Meeting Date: 11/1/2023

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: 22RFP092722C-MH

BID/RFP# TITLE: Healthcare Benefits Consulting Services

ORIGINAL APPROVAL DATE: Feb 15, 2023 **BOC item** 23-0130

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: one period remaining

RENEWAL AMOUNT: Not to exceed \$ 400,000.00

COMPANY'S NAME: The Segal Company (Southeast), Inc, (d/b/a/Segal).

ADDRESS: One Paces West, 2727 Paces Ferry Road SE, Suite 1400

CITY: Atlanta

STATE: GA

ZIP: 30339

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on **BOC DATE:** _____ **BOC NUMBER:** _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

[INSERT COMPANY NAME]

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**[Insert name]
[Insert title]**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**[Insert Department Head Name & Title]
[Insert User Department Name]**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Performance Evaluation Details

ID	E2
Project	Healthcare Benefits Consulting Services
Project Number	22RFP092722C-MH
Supplier	Segal
Supplier Project Contact	Lauren Cowan (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/10/2023
Evaluation Type	Formal
Interview Date	07/10/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/10/2023 11:21 AM EDT
Completion Date	07/10/2023 11:21 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	September 18, 2023
Department:	Finance
Contract Number:	22RfP092722C-MH
Contract Title:	Healthcare Benefits Consulting Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

[Click here to enter text.](#) This service was bid out in late 2022, early 2023 with a three year potential award period. For Fiscal year 2024 (the second year), this is the “bid” year in which the RFP’s are produced and distributed for the County’s health plan portfolio. This requires significantly more effort by staff and the professional engaged, and therefore the bid for the FY 2024 is significantly larger than other years. Finance and Purchasing engaged Segal Company to negotiate a fee reduction for this “bid” year, in an attempt to reduce costs for the County’s health plan professional service cost.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The item was bid via an RFP process last year. \$269K was the initial year, while \$400,000 is the agreed upon not to exceed fees that will be required for the “bid” year in which a new suite of RFP’s will be created and distributed to health providers for new health plans for the next five year period.

☐ Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.

Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

Click here to enter text.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$269,743 is the expected fees that will be paid in FY 2023 to Segal for their work on the FY 2023 plan year, which resulted in a low 1.7% increase to the self insured Anthem plans, and a lower than initially expected 6% increase to the fully insured Kaiser plan.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☐ No

Date of last purchase:	2023
Price paid:	\$269,743 by 12/31/2023 for FY 2023
Inflation rate:	Click here to enter text.
Adjusted price:	\$400,000 negotiated maximum fee for year ending 12/31/2024 for FY 2024
Percent difference between past purchase price and renewal price:	N/A

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

It would leave the selection/evaluation process at a significant disadvantage, as fiscal year 2024 requires evaluating current trends in provision of healthcare, establishing the request for Proposal for County wide health care services to both active and retiree, assistance in evaluating responses from various health care providers, and other professional services related to healthcare benefit consulting.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0758

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 22RFP135756C-GS, Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) in a total amount not to exceed \$2,251,772.00 with (A) ABM Industry Groups, LLC (Atlanta, GA) in an amount not to exceed \$885,528.00; and (B) American Facility Services, Inc. (Alpharetta, GA) in an amount not to exceed \$1,366,244.00, to provide the highest quality janitorial services for Government Center Complex and Justice Center Facilities for Fulton County. This action exercises first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date or 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background Request approval to renew existing contracts to provide Janitorial Services for Fulton County's Government Center Complex (Group A) and Justice Center Facilities (Group B) for FY2024.

Scope of Work: This contract provides general cleaning services. Janitorial contractors shall furnish all labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities.

ABM Industry Groups, LLC: Is responsible for the Fulton County Government Center Complex (Group A) which consists of; three (3) facilities: The Government Center; the Public Safety Building and Health and Human Services building a total of 656,424 sq. ft./551,397 cleanable sq. ft.

American Facility Services, Inc.: Is responsible for the Justice Facilities (Group B) which consists of; six (6) facilities: Justice Center Tower; Carnes Justice Center Building; Lewis Slaton Fulton County Court House; Judge Romae T. Powell Juvenile Justice Center; State of Georgia Department of a Human Services (DHS), and the Medical Examiner's Office for a total of 1,306,434 sq. ft./1,097,405 cleanable sq. ft.

These two (2) groups comprise the largest square footage of all County properties for a total of 1,962,858 sq. ft.

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested spending authority in the total amount of \$2,251,772.00, is an increase of \$775,043.00 over 2023, the original contracts were effective May 1, 2023, through December 31, 2023, for 8-months.

These are a time and material contracts. The total spending authority in the amount of \$2,251,772.00 is sufficient to cover the cost for cleaning materials, janitorial supplies, labor hours to include day porters; and anticipates additional events and unanticipated emergencies that may require additional janitorial support to maintain the required cleaning in these facilities for the full 12-months of FY2024.

Project Implications: These contracts are design to provide and maintain sustainable clean and sanitary County facilities. The effective cleaning program is critical component to keeping a healthy and productive environment.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these renewal contracts are not approved, the Department will not be able to provide janitorial services for these County facilities for FY2024.

Contract Modification

(A) ABM Industry Groups, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0310	5/3/23	\$570,430.00
1st Renewal			\$885,528.00
Total Revised Amount			\$1,455,958.00

(B) American Facility Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0310	5/3/23	\$906,299.00
1st Renewal			\$1,366,244.00
Total Revised Amount			\$2,272,543.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$2,251,772.00****(A)**

Contract Value: \$885,528.00
Prime Vendor: ABM Industry Groups, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$885,528.00 or 100.00%

Total Contract Value: \$885,528.00 or 100.00%**Total Certified Value: \$0.00 or 0.00%****(B)**

Contract Value: \$1,366,244.00
Prime Vendor:
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Prime Value: \$956,370.80 or 70.00%

Subcontractor: Simplee Clean, LLC
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$136,624.40 or 10.00%

Subcontractor: Phenomenal Janitorial & Maintenance
Subcontractor Status: African American Female Business Enterprise
Location: Jonesboro, GA

County: Clayton County
Subcontractor Value: \$273,248.80 or 20.00%

Total Contract Value: \$1,366,244.00 or 100.00%
Total Certified Value: \$409,873.20 or 30.00%

Grand Contract Value: \$2,251,772.00 or 100.00%
Grand Certified Value: \$409,873.20 or 18.20%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreements
Exhibit 2: Contractor's Performance Reports
Exhibit 3: Contract Renewal Evaluation Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,476,729.00
Previous Adjustments: \$0.00
This Request: \$2,251,772.00
TOTAL: \$3,728,501.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services - \$2,251,772.00 "Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating:

ABM Industry Groups, LLC	85
American Facility Services, Inc.	85

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22RFP135756C-GS

BID/RFP# TITLE: Janitorial Services for Fulton County Government Center Complex (Group A)
and Justice Center Facilities (Group B)

ORIGINAL APPROVAL DATE: 5/3/2023

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$1,366,244.00

COMPANY'S NAME: American Facility Services, Inc.

ADDRESS: 1325 Union Hill Industrial Court, Suite A

CITY: Alpharetta

STATE: GA

ZIP: 30004

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:**

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #22RFP135756C-GS

FULTON COUNTY, GEORGIA

**AMERICAN FACILITY SERVICES,
INC.**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Kevin McCann
President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22RFP135756C-GS

BID/RFP# TITLE: Janitorial Services for Fulton County Government Center Complex (Group A)
and Justice Center Facilities (Group B)

ORIGINAL APPROVAL DATE: 5/3/2023

RENEWAL EFFECTIVE DATES: 1/ 1/ 2024 **THROUGH** 12/ 31/2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$885,528.00

COMPANY'S NAME: ABM Industry Group, LLC

ADDRESS: 4151 Ashford Dunwoody Rd, Suite 600

CITY: Atlanta

STATE: GA

ZIP: 30319

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: **BOC NUMBER:**

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: Bid #22RFP135756C-GS

FULTON COUNTY, GEORGIA

ABM INDUSTRY GROUP, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Mark Deal
Regional Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

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

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Janitorial Services for Fulton County Government Group A and B
Project Number	22RFP135756C-GS
Supplier	ABM
Supplier Project Contact	Michele Forman (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	09/25/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/25/2023 06:49 AM EDT
Completion Date	09/25/2023 06:49 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Fulton County Government Group A and B
Project Number	22RFP135756C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/22/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/22/2023 01:33 PM EDT
Completion Date	08/22/2023 01:33 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 19, 2023
Department:	Real Estate and Asset Management
Contract Number:	22RFP135756C-GS
Contract Title:	Janitorial Services for Fulton County Government Center Complex (Group A) and Justice Center Facilities (Group B)

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope of work for this contract cannot be reduced because we do not have the in house capabilities to furnish all janitorial services and labor, materials, cleaning supplies (soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these County facilities.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The prices for Janitorial Services do reflect the current market value in the Atlanta metro area. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

☐ **Market Survey of other jurisdictions:**

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	City of Atlanta/Vince Williams
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Yes, the prices are comparable.

Explanation / Notes:

Costs vary considerably depending on how much you want done and how often, and pricing is not at all clear-cut -- it depends a great deal on the company and building type. Many janitorial cleaning companies will charge a flat rate. The average cost to clean per square foot is approximately range from \$1.08 to 1.45. Compared to City of Atlanta, the County is paying comparable price for janitorial services.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

The County spent a combine total for Groups A & B \$2,014,909.04 in 2022, and \$746,506.64 as of 9/12/2023.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☐ No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.

Adjusted price:

Click here to enter text.

Percent difference between past purchase price and renewal price:

Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☒ Yes
☐ No If yes, attach the analysis.

Service was performed in-house for approximately 3 years but proved to be costly and ineffective. Due to the projected Health Care requirement, high absenteeism rate and rising supply cost, it was more cost effective to outsource the services.

7. What would be the impact on your department if this contract was not approved?

If this award is not approved, there will be a delay in providing Janitorial Services for selected County Facilities. The overall impact is that clean and sanitary facilities will reduce any potential disease and sickness to County employees and patrons in these facilities.

James Morehead

James Morehead, Bldg. Services Manager

September 12, 2023

Prepared by

Date

Joseph Davis

Joe Davis, Director

September 12, 2023

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0759

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 21ITB000019A-CJC, Water Meter Reading in an amount not to exceed \$404,270.88 with Bermex, Inc. (Stow, OH) to provide water meter reading services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: The contractor provides daily water meter readings and completes field service orders for the water distribution system in the north Fulton County service area. In order to accurately bill and collect funds for water use and sewage treatment, the quantity of water used by customers in the north Fulton County water system is continuously metered. Water meters are read on a monthly or bi-monthly basis to determine the amounts used and the associated charges to be billed. The contractor will be required to complete approximately 2,000-meter reads per workday, as assigned by the Department of Public Works and the Department of Finance.

The amount of the first contract renewal for this contract was reduced by having Transfer Orders, Item #7 on the Bid Schedule, performed by Public Works staff. The increase in the current, second renewal is the result of a 2% increase in unit pricing in the first contract renewal and a 3% increase in the second renewal as established in the contract.

Community Impact: Without accurate meter readings, the Departments of Public Works and Finance are not able to ensure timely and accurate collection of fees for the delivery of water service

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The failure to renew this contract will result in billing and collections being severely impacted.

Community Issues/Concerns: The Department of Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: The Department of Public Works has no issues or concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0976	12/1/2021	\$442,500.00
1 st Renewal	22-0821	11/2/2022	\$392,496.00
2 nd Renewal			\$404,270.88
Total Revised Amount			\$1,239,266.88

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: **\$404,270.88**

Prime Vendor: Bermex, Inc
Prime Status: Non-Minority
Location: Stow, OH
County: Summit County
Prime Value: **\$404,270.88 or 100.00%**

Total Contract Value: **\$404,270.88 or 100.00%**
Total Certified Value: **\$0.00 or 0.00%**

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit: 1 Contract Renewal Agreement
Exhibit: 2 Contract Renewal Evaluation
Exhibit: 3 Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Deputy Director, Public Works 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$834,996.00
Previous Adjustments: \$0.00
This Request: \$404,270.88
TOTAL: \$1,239,266.88

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

201-540-2112-1160: Water & Sewer Revenue, Public Works, Professional Services - \$404,270.88

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating: 73

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 23-0759

Meeting Date: 11/1/2023

Report Period Start:
7/3/2023

Report Period End:
9/1/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 21ITB000019A-CJC

BID/RFP TITLE: Water Meter Reading

ORIGINAL APPROVAL DATE: December 1, 2021

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$404,270.88

COMPANY'S NAME: Bermex, Inc.

ADDRESS: 4500 Courthouse Blvd. Suite 150

CITY: Stow

STATE: OH

ZIP: 44224

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Bermex, Inc.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Department of Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	June 20, 2023
Department	Public Works
Contract Number:	21ITB000019A-CJC
Contract Title:	Water Meter Reading

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Water Meter Reading is based on a pre-determined number of water meters. Currently, water meter reading is performed both manually and utilizing radio read technology. Reducing the number of manual meters will help minimize future cost.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

An Internet search did not reveal any relevant contracts.

☒ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? ☒ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

There are multiple line items as part of this contract. Each line item represents a different cost based on services provided. Initial contract states that Renewal #2 has a 3% inflationary price increase.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Without accurate meter reading, the Public Works and Finance Departments are not able to ensure timely and accurate collection of fees for delivery of water service.

Performance Evaluation Details

ID	E2
Project	Water Meter Reading
Project Number	21ITB000019A-CJC
Supplier	Bermex Inc
Supplier Project Contact	David Mack (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/03/2023 to 09/01/2023
Effective Date	09/29/2023
Evaluation Type	Formal
Interview Date	09/29/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/29/2023 09:54 AM EDT
Completion Date	09/29/2023 09:54 AM EDT
Evaluation Score	73



10/04/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

Since the last performance evaluation period, Bermex has made strides to improve their quality of service.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Bermex has improved their scheduling and timeliness. Although not perfect, there has been a positive step change.

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Bermex management has quickly assisted with administrative issues. Primarily involving personnel issues and concerns.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Bermex operates in a professional manner at all levels.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

No issues to report. Invoicing has been timely and per contract requirements.

GENERAL COMMENTS

Comments

Overall, Bermex has performed at a satisfactory level. There has been a noticeable increase in performance over the last evaluation period.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0760

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 21ITB000014A-CJC, Sanitary Sewer Easement Maintenance in the amount of \$871,732.29 with Opterra Solutions, Inc., (Conyers, GA) to provide sanitary sewer easement maintenance in both North and South Fulton service areas. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

All Districts ☐

District 1 ☒

District 2 ☒

District 3 ☒

District 4 ☐

District 5 ☒

District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: To renew an existing contract to provide sanitary sewer easement maintenance in both the North and South Fulton service areas.

Scope of Work: This contract provides water and sewer easement clearing activities along the North Fulton water and wastewater system and sewer easement clearing activities along the South Fulton wastewater system on property owned and maintained by Fulton County.

Community Impact: Easement clearing activities, particularly related to water and sewer

easements, may cause an impact on surrounding neighborhoods as they usually result in the removal of trees and shrubs that may interfere with access to the water and wastewater pipes located within the easement owned by Fulton County.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Easement-clearing activities are needed to provide the County with access to conduct maintenance and repairs to the water and wastewater system. In the event that access is impeded due to overgrown easements, this could result in sewer spills and water main breaks which could impact the environment negatively and create potential health concerns.

Community Issues/Concerns: The removal of trees that disturb the existing environment has previously been an issue of concern for some neighbors of the easement areas.

Department Issues/Concerns: No issues/concerns are known with this contract.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0975	12/1/2021	\$871,732.29
1st Renewal	22-0979	12/21/2022	\$871,732.29
2nd Renewal			\$871,732.29
Total Revised Amount			\$2,615,196.87

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$871,732.29

Prime Vendor: Opterra Solutions, Inc
Prime Status: Non-Minority
Location: Conyers, GA
County: Rockdale County
Prime Value: \$871,732.29 or 100.00%

Total Contract Value: \$871,732.29 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractors Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Roy Barnes, Deputy Director, Public Works 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,743,464.58
Previous Adjustments: \$0.00
This Request: \$871,732.29
TOTAL: \$2,615,196.87

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - \$435,866.15.

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - \$435,866.14.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: No options remain

Overall Contractor Performance Rating: 76

Agenda Item No.: 23-0760

Meeting Date: 11/1/2023

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 21ITB000014A-CJC

BID/RFP TITLE: Sanitary Easement Maintenance

ORIGINAL APPROVAL DATE: 12-01-2021

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$871,732.29

COMPANY'S NAME: Opterra Solutions, Inc

ADDRESS: 270 Bruner Rd

CITY: Lexington

STATE: SC

ZIP: 29072

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Opterra Solutions, Inc

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 21, 2023
Department:	Public Works
Contract Number:	21ITB000014A-CJC
Contract Title:	Sanitary Sewer Easement

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

We will provide latest and updated GIS maps with marked location of easement clearing sites and locations, benchmarks, street names and other valuable information and identifications. Will improve coordination with staff and contractors, through site visits, email, and personal communications

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

N/A

☐ Market Survey of other jurisdictions:

Date contacted:	July 10, 2023
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

N/A

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

N/A

4. Does the renewal option include an adjustment for inflation? ☒ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

N/A

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

It will have an adverse impact on County Sanitary Sewer Collection System and reclamation facilities.

Performance Evaluation Details

ID	E1
Project	Sanitary Sewer Easement Maintenance
Project Number	21ITB000014A-CJC
Supplier	Opterra Solutions, Inc
Supplier Project Contact	Sammi Malawski (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	09/26/2023
Evaluation Type	Formal
Interview Date	09/20/2023
Expectations Meeting Date	09/20/2023
Status	Completed
Publication Date	09/26/2023 04:26 PM EDT
Completion Date	09/26/2023 04:26 PM EDT
Evaluation Score	76



10/5/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

Acceptable

SCHEDULE

14/20

Rating

Satisfactory: Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

Acceptable

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Acceptable

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

Satisfactory: Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Acceptable

GENERAL COMMENTS

Comments

Good Contractor



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0761

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 23ITB137397A-KM, Sewer System Cleaning, and Manhole Camera Inspection Services in an amount not to exceed \$550,000.00 with Woolpert, Inc. (Atlanta, GA) to provide sewer system cleaning and manhole camera inspection services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☒
- District 4 ☐
- District 5 ☒
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works requests to renew the existing contract to provide sewer system cleaning and manhole camera inspection services.

Scope of Work: This contract provides CCTV inspections of sewer lines and manholes, smoke testing, dye testing of the sanitary sewer collection system, and sewer system cleaning services by removing blockages from within the publicly maintained sanitary sewer lines for the Department of

Public Works in the North and South Fulton sanitary sewer service areas.

Community Impact: This contract assists in keeping our sanitary sewers free from foreign materials (grease and debris) which often lead to sewer spills. The inspection of collection system also assists in identifying rainfall-derived infiltration and inflow (RDI/I) which can erode manholes and pipes, cause dirt and sand buildup, and use up sewer capacity which can lead to blockage and structural defects. Not only will this contract protect the health and welfare of our citizens, but our community and surrounding environment as well. In addition, this contract assists in locating structural defects in our system.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: This service ensures that sanitary sewer pipes are cleaned and maintained, preventing sewer spills and structural failure.

Community Issues/Concerns: None have been raised to Public Works staff.

Department Issues/Concerns: No issues or concerns are known to Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0349	5/17/2023	\$550,000.00
1st Renewal			\$550,000.00
Total Revised Amount			\$1,100,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$550,000.00

Prime Vendor: Woolpert, Inc.

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$427,680.00 or 77.76%

Subcontractor: Solutions by JAW, LLC

Subcontractor Status: African American Male Business Enterprise

Location: Lithonia, GA

County: DeKalb County

Contract Value: \$111,320.00 or 20.24%

Subcontractor: Amtec Surveying, Inc.

Subcontractor Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Contract Value: \$11,000.00 or 2.00%

Total Contract Value: \$550,000.00 or 100.00%
Total Certified Value: \$111,320.00 or 20.24%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Roy Barnes, Deputy Director, Public Works, 404-612-6713

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$550,000.00
Previous Adjustments: \$ 0.00
This Request: \$550,000.00
TOTAL: \$1,100,000.00

Grant Information Summary

Amount Requested:	.	<input type="checkbox"/>	Cash
Match Required:	.	<input type="checkbox"/>	In-Kind
Start Date:	.	<input type="checkbox"/>	Approval to Award
End Date:	.	<input type="checkbox"/>	Apply & Accept
Match Account \$:	.		

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - \$275,000.00

Funding Line 2:

Agenda Item No.: 23-0761

Meeting Date: 11/1/2023

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - \$275,000.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: O option remains

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start:
8/1/2023

Report Period End:
8/31/2023

Contract Renewal Evaluation Form

Date:	September 21, 2023
Department:	Public Works
Contract Number:	23ITB137397-KM
Contract Title:	Sewer System Cleaning and Manhole Camera Inspection

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Current vendor was lowest responsible bidder.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ **Internet search of pricing for same product or service:**

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

[Click here to enter text.](#)

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	

Are they aware of any new vendors?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?		

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? ☒ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☒ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

This contract helps to assess our collection system needs and future projects for sewer system rehabilitation and growth to our system. Potential for additional sewer system overflows if not funded.

Performance Evaluation Details

ID	E1	
Project	Sewer System Cleaning and Manhole Camera Inspection Services	
Project Number	23ITB137397A-KM	
Supplier	Woolpert, Inc.	
Supplier Project Contact	Beth Haun (preferred language: English)	
Performance Program	Goods and Commodity Services	
Evaluation Period	08/01/2023 to 08/31/2023	
Effective Date	09/26/2023	
Evaluation Type	Formal	
Interview Date	09/20/2023	
Expectations Meeting Date	09/20/2023	
Status	Completed	
Publication Date	09/26/2023 10:02 PM EDT	10/09/2023
Completion Date	09/26/2023 10:02 PM EDT	
Evaluation Score	79	



Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Acceptable

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Acceptable

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Acceptable

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Acceptable

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Acceptable

GENERAL COMMENTS

Comments

Good Contractor. Great Reports



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB137397A-KM

BID/RFP TITLE: Sewer System Cleaning and Manhole Camera Inspection Services

ORIGINAL APPROVAL DATE: May 17, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024 to December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1 renewal option remaining

RENEWAL AMOUNT: \$550,000.00

COMPANY'S NAME: Woolpert, Inc.

ADDRESS: 375 Northridge Road Ste. 300

CITY: Atlanta

STATE: GA

ZIP: 30350

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Woolpert, Inc.

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Eric MacDonald
Project Manager, Vice President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Department of Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0762

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 22ITBC074A-JWT, Corporation Stops and Brass Fittings in the amount of \$412,683.51 Delta Municipal Supply Company (Lawrenceville, GA) to provide corporation stops and brass fittings. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This contract provides corporation stops and brass fittings for water service installation, repair, and maintenance for the North Fulton water distribution system.

Scope of Work: Due to increased market prices, the Department is requesting to utilize a Consumer Price Index (CPI) increase of 3.7% increase per unit price. This is a unit price contract.

Community Impact: Failure to procure and maintain these items in stock can negatively impact the

operation of the Water Services Division in maintaining water systems and services. Negative constituents or client health issues can ensue as a result.

Department Recommendation: The Department of Public Works requests approval.

Project Implications: Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services. Negative constituents or client health issues can ensue as a result.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

Department Issues/Concerns: No issues/concerns have been raised by Public Works staff regarding this Agenda Item.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0991	12/21/2022	\$397,959.03
1st Renewal			\$412,683.51
Total Revised Amount			\$810,642.54

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$412,683.51

Prime Vendor: Delta Municipal Supply Co.
Prime Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$412,683.51 or 100.00%

Subcontractor: None

Total Contract Value: \$412,683.51 or 100%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contractor Renewal Agreement
Exhibit 2: Contractor Evaluation Form
Exhibit 3: Contractor Performance Report
Exhibit 4: Pricing Sheet

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$397,959.03
Previous Adjustments: \$0.00
This Request: \$412,683.51
TOTAL: \$810,642.54

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$412,683.51.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

Overall Contractor Performance Rating: 91

Would you select/recommend this vendor again?

Agenda Item No.: 23-0762

Meeting Date: 11/1/2023

Yes

Report Period Start:
1/1/2023

Report Period End:
6/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22ITBC074A-JWT

BID/RFP TITLE: Corporate Stops and Brass Fittings

ORIGINAL APPROVAL DATE: December 21, 2022

RENEWAL EFFECTIVE DATES: January 1, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$412,683.51

COMPANY'S NAME: Delta Municipal Supply Company

ADDRESS: 408 Jesse Chronic Road

CITY: Braselton

STATE: GA

ZIP: 30517

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Delta Municipal Supply Company

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark
Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 14, 2023
Department:	Public Works
Contract Number:	22ITBC074A-JWT
Contract Title:	Corporation Stops and Brass Fittings

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope and cost reduction efforts of this contract are limited since this contract is to renew existing contract for Corporation Stops and Brass Fittings. The Corporation Stops and Brass Fittings are essential for maintenance and repair of the existing and new installations of water meters within the Water Distribution System. These Corporation Stops and Brass Fittings are manufactured items which cannot be produced in-house.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	September 8, 2023
Price found:	Pricing Varies due to the different sizes and different types of brass fittings and corporation stops
Different features / Conditions:	Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ball Valve Curb Stops - 3/4" x 3/4" x 3/4" Grip Joint, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint Compression, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint, Straight Dual Cart Check Valves - 5/8" x 3/4" & 3/4" Female Meter Thread Union Inlet by Male Meter Thread Outlet
Percent difference between internet price and renewal price:	67% to 85%

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 2-314, contracts such as this shall have a competitive bid. Since this contract is over \$50,000.00 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 5, 7, 8, 9, and 16 of the contract pricing sheet, Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ball Valve Curb Stops - 3/4" x 3/4" x 3/4" Grip Joint, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint Compression, Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint, Straight Dual Cart Check Valves - 5/8" x 3/4" & 3/4" Female Meter Thread Union Inlet by Male Meter Thread Outlet.

Samples of the internet pricing of material out of the group of materials covered in this contract. Internet's pricing of sampled items are listed below. Private commercial pricing are significantly higher than contracted municipal pricing. The internet price which is 67% to 85% higher because it is quoting gross prices, however the County purchases several different types of Corporation Stops and Brass Fittings, therefore, the prices are lower.

<u>For Example</u>	<u>Our Price</u>	<u>Compared Price</u>
Line# 5 – Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet	\$96.43 Each	\$195.35
Line# 7 – Ball Valve Curb Stops - 3/4" x 3/4" x 3/4" Grip Joint	\$72.29 Each	\$179.95
Line# 8 – Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint Compression	\$100.15 Each	\$202.44
Line# 9 – Ball Valve Curb Stops - 1" x 1" x 1" Grip Joint	\$109.03 Each	\$237.30
Line# 16 – Straight Dual Cart Check Valves - 5/8" x 3/4" & 3/4" Female Meter Thread Union Inlet by Male Meter Thread Outlet	\$55.73 Each	\$103.61

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 8, 2023
Jurisdiction Name / Contact name:	Gwinnet County / Kelsie Kruskol (No response)
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

How does pricing compare to Fulton County's award contract?	Prices vary per type, size, style, length, width and diameter of corp stops and brass fittings.
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Explanation / Notes:

Surrounding jurisdictions such as Gwinnett County, City of Atlanta, Cobb County, Douglas County, and Jackson County all use Corporation Stops and Brass Fittings.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase: July 14, 2023

Price paid: \$63,219.62

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No
If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Approval by the Board of Commissioners of the renewal of this contract is critical for the Public Works Department to effectively complete the process of installing new and repairing existing water service installations within the Water Distribution System. If this contract is not renewed it could delay the department's response for water service installations, repairs, and maintenance within the Water Distribution System which are essential to the on-going operations of the Public Works Department.

Performance Evaluation Details

ID	E1
Project	21ITBC000023A-CJC
Project Number	Water Meter Vaults
Supplier	Bartow Precast, Inc
Supplier Project Contact	Michael Tidwell (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2023 to 06/30/2023
Effective Date	08/31/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/31/2023 01:38 PM EDT
Completion Date	08/31/2023 01:38 PM EDT
Evaluation Score	94



09/26/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

The meter vaults are excellent quality and we have not had any issues to report.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

No issues to report. The vaults are readily available when needed.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

No issues to report.

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Bartow is available when needed and provides a clear line of communication.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

No issues to report.

GENERAL COMMENTS

Comments

None

BID NUMBER/QUOTE #: 22ITBC074A-JWT				OPENING DATE: 11/28/2022			
BID DESCRIPTION: To provide Corporation Stops and Brass Fittings for Department of Public Works.							
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS				CONTACT			
22ITBC074A-JWT Corporation Stops and Brass Fittings			VENDOR NAME		VENDOR NAME		
			Delta Municipal Supply Company		2024 Pricing		
			ADDRESS				
			408 Jesse Cronic Road		CPI 3.7% increase		
			TELEPHONE:				
			770-277-0211				
			CONTACT:				
			Michael Truelove				
	ITEM DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Corporation Stop- ¾" x ¾" x ¾" AWWA/CC Thread Inlet by Quick Joint For Copper or Plastic Tubing (CTS) Outlet, Ford Meter Box Company Inc. Model # FB1000-3-Q-NL, AY McDonald Model # 74701BQ ¾ AWWA inlet X Quick outlet or equal		100	\$ 52.68	\$ 5,268.00	\$ 54.63	\$ 5,462.92
2	Corporation Stops- 1" x 1" x 1" AWWA/CC Taper Thread Inlet by Quick Joint For Copper or Plastic Tubing (CTS) Outlet, Ford Meter Box Company Inc. Model # FB1000-4-Q-NL, AY McDonald Model # 74701BQ 1 AWWA inlet x Quick outlet or equal		1	\$ 68.70	\$ 68.70	\$ 71.24	\$ 71.24
3	Ball Valve Curb Stops- ¾" x ¾" x ¾" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-333W-NL, AY McDonald Model # 76102W ¾ or equal		50	\$ 67.56	\$ 3,378.00	\$ 70.06	\$ 3,502.99
4	Ball Valve Curb Stops – 1" x ¾" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-344-W-NL, AY McDonald Model # 76102W 1X¾X1 or equal		15	\$ 79.26	\$ 1,188.90	\$ 82.19	\$ 1,232.89
5	Ball Valve Curb Stops – 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-444W-NL, AY McDonald Model # 76102W 1 or equal		10	\$ 96.43	\$ 964.30	\$ 100.00	\$ 999.98
6	Ball Valve Curb Stops – ¾" x ¾" x ¾" Quick Joint Compression for Copper or Plastic Tubing(CTS) Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B41-333W-Q-NL, AY McDonald Model # 76102WQ ¾ or equal		1	\$ 65.26	\$ 65.26	\$ 67.67	\$ 67.67
7	Ball Valve Curb Stops – ¾" x ¾" x ¾" Quick Joint for Copper or Plastic Tubing (CTS) Inlet and Outlet, Ford Meter Box Company Inc. Model # B44-333-Q-NL, AY McDonald Model # 76100Q ¾ or equal		20	\$ 72.29	\$ 1,445.80	\$ 74.96	\$ 1,499.29

8	Ball Valve Curb Stops – 1" x 1" x 1" Quick Joint Compression for Copper or Plastic Tubing (CTS) Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B41-444W-Q-NL, AY McDonald Model # 76102WQ 1 BALL or equal	20	\$	100.15	\$	2,003.00	\$	103.86	\$	2,077.11
9	Ball Valve Curb Stops – 1" x 1" x 1" Quick Joint for Copper or Plastic Tubing (CTS) Inlet and Outlet, Ford Meter Box Company Inc. Model # B44-444- Q-NL, AY McDonald Model # 76100Q 1 or equal	20	\$	109.03	\$	2,180.60	\$	113.06	\$	2,261.28
10	Ball Valve Curb Stop – ¾" x ¾" x ¾" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-333W-NL, AY McDonald Model # 76101W ¾/4 or equal	25	\$	58.72	\$	1,468.00	\$	60.89	\$	1,522.32
11	Ball Valve Curb Stops – 1" x 1" x 1" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-444W-NL, AY McDonald Model # 76101W 1 or equal	25	\$	88.96	\$	2,224.00	\$	92.25	\$	2,306.29
12	Ball Valve Curb Stops – 1-1/2" x 1-1/2" x 1-1/2" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-666W-NL, AY McDonald Model # 76101W 1 1/2 or equal	1	\$	181.22	\$	181.22	\$	187.93	\$	187.93
13	Ball Valve Curb Stops – 2" x 2" x 2" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-777W-NL, AY McDonald Model # 76101W 2 or equal	6	\$	258.52	\$	1,551.12	\$	268.09	\$	1,608.51
14	Straight Dual Cart Check Valves- 1" x 1" x 1" Meter Swivel Nut Inlet by Female Iron Pipe Outlet, Ford Meter Box Company Inc. Model # HHC31-444-NL, AY McDonald Model # 711X4JF 54 or equal	250	\$	74.05	\$	18,512.50	\$	76.79	\$	19,197.46
15	Straight Dual Cart Check Valves- 5/8" x ¾" & ¾" Integral Female Meter thread Union Inlet by Male Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # HHCI38-323-NL, AY McDonald Model # 711-3NP 33 or equal	150	\$	61.02	\$	9,153.00	\$	63.28	\$	9,491.66
16	Straight Dual Cart Check Valves – 5/8" x ¾" & ¾" Female Meter Thread Union Inlet by Male Meter Thread Outlet, Ford Meter Box Company Inc. Model # HHCI33-322-NL, AY McDonald Model # 711X3NA 44 or equal	2000	\$	55.73	\$	111,460.00	\$	57.79	\$	115,584.02
17	Expansion Connection- 5/8" x ¾" & ¾" Hand Wheel Type, Ford Meter Box Company Inc. Model # EC-23-NL, AY McDonald Model # 714-2EHG or equal	900	\$	21.43	\$	19,287.00	\$	22.22	\$	20,000.62
18	Flare Copper Couplings – ¾" x ¾" x 1-13/16" Flare Copper to Female Iron Pipe Thread, Ford Meter Box Company Inc. Model # C21-33-NL, AY McDonald Model # 74754.75 or equal	1	\$	14.49	\$	14.49	\$	15.03	\$	15.03

19	Flare Copper Couplings 1" x 1" x 2-1/8" Flare Copper to Female Iron Pipe Thread, Ford Meter Box Company Inc. Model # C21-44-NL, AY McDonald Model # 74754 1 or equal	1	\$ 22.09	\$ 22.09	\$ 22.91	\$ 22.91
20	Flare Copper Couplings – 3/4" x 3/4" x 2-1/4" Flare Copper to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C28-33-NL, AY McDonald Model # 74753.75 or equal	50	\$ 14.65	\$ 732.50	\$ 15.19	\$ 759.60
21	Flare Copper Couplings – 1" x 1" x 3-5/8" Flare Copper to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C28-44-NL, AY McDonald Model # 74753 1 or equal	1	\$ 19.77	\$ 19.77	\$ 20.50	\$ 20.50
22	Quick Joint Couplings – 3/4" x 3/4" Quick Joint for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-33-Q-NL, AY McDonald Model # 74758Q 3/4 or equal	100	\$ 19.98	\$ 1,998.00	\$ 20.72	\$ 2,071.93
23	Quick Joint Couplings – 3/4" x 1" Quick Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-34-Q-NL, AY McDonald Model # 74758Q 3/4X1 or equal	20	\$ 23.22	\$ 464.40	\$ 24.08	\$ 481.58
24	Quick Joint Couplings 1" x 1" Quick Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-44-Q-NL, AY McDonald Model # 74758Q 1 or equal	100	\$ 22.89	\$ 2,289.00	\$ 23.74	\$ 2,373.69
25	Quick Joint Couplings 1-1/2" x 1-1/2" Quick Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-66-Q-NL, AY McDonald Model # 74758Q 1 1/2 or equal	1	\$ 76.50	\$ 76.50	\$ 79.33	\$ 79.33
26	Quick Joint Couplings 2" x 2" Quick Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-77-Q-NL, AY McDonald Model # 74758Q 2 or equal	1	\$ 103.07	\$ 103.07	\$ 106.88	\$ 106.88
27	Quick Joint Tees – 3/4" x 3/4" Quick Joint For CTS to Quick Joint for CTS by Quick Joint For CTS, Ford Meter Box Company Inc. Model # T444-333-Q- NL, AY McDonald Model # 74760Q 3/4 or equal	15	\$ 47.59	\$ 713.85	\$ 49.35	\$ 740.26
28	Quick Joint Tees – 1" x 1" Quick Joint For CTS to Quick Joint for CTS by Quick Joint For CTS, Ford Meter Box Company Inc. Model # T444-444-Q- NL, AY McDonald Model # 74760Q 1 or equal	25	\$ 51.61	\$ 1,290.25	\$ 53.52	\$ 1,337.99
29	Quick Joint Couplings – 2" x 2" Quick Joint Couplings for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-77-Q-NL, AY McDonald Model # 74758Q 2 or equal	6	\$ 101.07	\$ 606.42	\$ 104.81	\$ 628.86

30	Straight Meter Couplings – 5/8" x 3/4" & 3/4" x 2" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-2-NL, AY McDonald Model # 74620 3/4X3/4X2.00 or equal	1000	\$ 10.61	\$ 10,610.00	\$ 11.00	\$ 11,002.57
31	Straight Meter Couplings – 5/8" x 3/4" & 3/4" x 2-1/2" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-2-5-NL, AY McDonald Model # 74620 3/4X3/4X2.50 or equal	3000	\$ 10.38	\$ 31,140.00	\$ 10.76	\$ 32,292.18
32	Straight Meter Couplings – 5/8" x 3/4" & 3/4" x 3" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-3-NL, AY McDonald Model # 74620 3/4X3/4X3.00 or equal	100	\$ 12.64	\$ 1,264.00	\$ 13.11	\$ 1,310.77
33	Straight Meter Couplings – 5/8" x 3/4" & 3/4" x 12" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-12-NL, AY McDonald Model # 74620 3/4X3/4X12.00 or equal	1500	\$ 53.26	\$ 79,890.00	\$ 55.23	\$ 82,845.93
34	Straight Meter Couplings – 1" x 1" x 2-5/8 Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-44-2-625-NL, AY McDonald Model # 74620 1X1X2.63 or equal	100	\$ 15.75	\$ 1,575.00	\$ 16.33	\$ 1,633.28
35	Meter Coupling – 1" x 1" x 12" Meter Swivel Nut by Male Iron Pipe Threads, Ford Meter Box Company Inc. Model # C38-44-12-FAB-NL, AY McDonald Model # 74620 1X1X12.00 or equal	250	\$ 74.10	\$ 18,525.00	\$ 76.84	\$ 19,210.43
36	Lok-Pak Meter Couplings – 1-1/2" x 1-1/2" x 2-9/16" Meter Flange by Pack Joint For Iron Pipe, Ford Meter Box Company Inc. Model # CF35-66-NL, AY McDonald Model # 7610-55 1 1/2 or equal	10	\$ 88.02	\$ 880.20	\$ 91.28	\$ 912.77
37	Lok-Pak Meter Couplings 2" x 2" x 2-13/16" Meter Flange by Pack Joint for Iron Pipe, Ford Meter Box Company Inc. Model # CF35-77-NL, AY McDonald Model # 7610-55 2 or equal	100	\$ 111.48	\$ 11,148.00	\$ 115.60	\$ 11,560.48
38	Large Size Meter Setters- 1-1/2" FNPT x FNPT, AY McDonald Model # 720R600KWFF 666 or equal	1	\$ 1,154.63	\$ 1,154.63	\$ 1,197.35	\$ 1,197.35
39	Large Size Meter Setters 2" FNPT x FNPT, AY McDonald Model # 720R700KWFF 777 or equal	1	\$ 1,153.67	\$ 1,153.67	\$ 1,196.36	\$ 1,196.36
40	40 Series Resetters - 5/8" x 3/4" x 9" Angle Ball Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. # VBHC42-9W-NL, AY McDonald Model # 718-209WD or equal	10	\$ 177.62	\$ 1,776.20	\$ 184.19	\$ 1,841.92

41	40 Series Resetters 5/8" x 1/4" x 18" Angle Ball Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VBHC42-18W-NL, AY McDonald Model # 718-218WD or equal	10	\$	189.98	\$	1,899.80	\$	197.01	\$	1,970.09
42	40 Series Resetters One (1) inch x One (1) x 9" Angle Ball Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VBHC44-9W-NL, AY McDonald Model # 718-409WD or equal	10	\$	287.36	\$	2,873.60	\$	297.99	\$	2,979.92
43	40 Series Resetters One (1) inch x One (1) x 18" Angle Key Valve by Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VBHC44-18W-NL, AY McDonald Model # 718-418WD or equal	1	\$	323.15	\$	323.15	\$	335.11	\$	335.11
44	Retrossetters- 5/8" x 1/4" Angle Ball Valve Inlet by Angle Cartridge Dual Check Valve Outlet, Ford Meter Box Company Inc. Model # RETRO- CVBHC-NL, AY McDonald Model # 717-204WD or equal	10	\$	184.76	\$	1,847.60	\$	191.60	\$	1,915.96
45	Flare Copper Multi-Branch – 1-1/2" x 1" x 1" x 1" Two or Three Flare Copper by Single Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # Y28-246-NL, AY McDonald Model # 708Y2MC 1-1/2" x 1" x 1" or equal	10	\$	77.62	\$	776.20	\$	80.49	\$	804.92
46	Flare Copper Multi Branch – 2" x 1" x 1" x 1" Three Flare Copper by Single Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # Y28-347-NL, AY McDonald Model # 708Y3MC 2x1 or equal	10	\$	161.91	\$	1,619.10	\$	167.90	\$	1,679.01
47	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-750-IP4, AY McDonald Model # 3826 6X1 or equal	10	\$	114.08	\$	1,140.80	\$	118.30	\$	1,183.01
48	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-750-IP7, AY McDonald Model # 3826 6X2 or equal	10	\$	143.53	\$	1,435.30	\$	148.84	\$	1,488.41
49	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-IP7, AY McDonald Model # 3826 8X2 or equal	10	\$	161.53	\$	1,615.30	\$	167.51	\$	1,675.07
50	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1212-IP7, AY McDonald Model # 3826 10X2 or equal	10	\$	205.90	\$	2,059.00	\$	213.52	\$	2,135.18

51	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1438-IP7, AY McDonald Model # 3826 12X2 or equal	10	\$ 232.00	\$ 2,320.00	\$ 240.58	\$ 2,405.84
52	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-CC3, AY McDonald Model # 3825 8X3/4 or equal	20	\$ 140.32	\$ 2,806.40	\$ 145.51	\$ 2,910.24
53	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-CC4, AY McDonald Model # 3825 8X1 or equal	10	\$ 140.32	\$ 1,403.20	\$ 145.51	\$ 1,455.12
54	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1212-CC4, AY McDonald Model # 3825 10X1 or equal	10	\$ 174.80	\$ 1,748.00	\$ 181.27	\$ 1,812.68
55	202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1438-CC4, AY McDonald Model # 3825 12X1 or equal	10	\$ 204.60	\$ 2,046.00	\$ 212.17	\$ 2,121.70
56	¾ inch x 1 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-34-NL, AY McDonald Model # 72206 1x3/4 or equal	2500	\$ 4.10	\$ 10,250.00	\$ 4.25	\$ 10,629.25
57	¾ inch x 1-1/2 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-36-NL, AY McDonald Model # 72206 1 1/2x3/4 or equal	1	\$ 10.99	\$ 10.99	\$ 11.40	\$ 11.40
58	¾ inch x 2 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-37-NL, AY McDonald Model # 72206 2x3/4 or equal	1	\$ 16.05	\$ 16.05	\$ 16.64	\$ 16.64
59	One (1) inch x ¾ inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-43-NL, AY McDonald Model # NA or equal	25	\$ 4.10	\$ 102.50	\$ 4.25	\$ 106.29
60	One (1) inch x 1-1/2 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-46-NL, AY McDonald Model # NA or equal	10	\$ 10.99	\$ 109.90	\$ 11.40	\$ 113.97
61	One (1) inch x Two (2) inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-47-NL, AY McDonald Model # NA or equal	1	\$ 16.05	\$ 16.05	\$ 16.64	\$ 16.64
62	1-1/2 inch x Two (1) inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-67-NL, AY McDonald Model # NA or equal	1	\$ 13.35	\$ 13.35	\$ 13.84	\$ 13.84

63	Meter Flange – 1-1/2" Meter Flange x 1-1/2" Female Iron Pipe, Ford Meter Box Company Inc Model # CF31-66-NL, AY McDonald Model # 7610F 1 1/2 or equal		50	\$	46.25	\$	2,312.50	\$	47.96	\$	2,398.06
64	Meter Flange – 2" Meter Flange by 2" Female Iron Pipe Thread, Ford Meter Box Company Inc Model # CF31-77-NL, AY McDonald Model # 7610F 2 or equal		40	\$	61.79	\$	2,471.60	\$	64.08	\$	2,563.05
65	¾ inch Straight Lead Free Pipe Coupling, ¾" FNPT Type, Merit Brass Model # XNL-111-12 or equal		25	\$	4.05	\$	101.25	\$	4.20	\$	105.00
66	One (1) inch Straight Lead Free Pipe Coupling 1" FNPT Type, Merit Brass Model # XNL111-16 or equal		25	\$	6.15	\$	153.75	\$	6.38	\$	159.44
67	1-1/2 Inch Straight Lead Free Pipe Coupling 1-1/2" FNPT Type, Merit Brass Model # XNL111-24 or equal		15	\$	13.20	\$	198.00	\$	13.69	\$	205.33
68	Two (2) inch Straight Lead Free Pipe Coupling, 2 inch FNPT Type, Merit Brass Model # XNL111-32 or equal		20	\$	21.70	\$	434.00	\$	22.50	\$	450.06
69	Close MNPT Brass Nipples – ¾" x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2012-001 or equal		20	\$	2.25	\$	45.00	\$	2.33	\$	46.67
70	Close MNPT Brass Nipples – One (1) x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2016-001 or equal		20	\$	3.36	\$	67.20	\$	3.48	\$	69.69
71	Close MNPT Brass Nipples – One and One-Half (1-1/2) x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2024-001 or equal		15	\$	6.62	\$	99.30	\$	6.86	\$	102.97
72	Close MNPT Brass Nipples – Two (2) Inch x Close MNPT Brass Nipples, Merit Brass Inc. Model # 2032-001 or equal		20	\$	10.04	\$	200.80	\$	10.41	\$	208.23
73	MNPT Global Brass Nipples – ¾ inch x two (2) inch MNPT Brass Nipple, Merit Brass Inc. Model # 2012-200 or equal		20	\$	2.88	\$	57.60	\$	2.99	\$	59.73
74	MNPT Global Brass Nipples – ¾ inch x four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2012-400 or equal		20	\$	4.99	\$	99.80	\$	5.17	\$	103.49
75	MNPT Global Brass Nipples – ¾ inch x six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2012-600 or equal		20	\$	7.30	\$	146.00	\$	7.57	\$	151.40
76	MNPT Global Brass Nipples – ¾ inch x twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2012-1200 or equal		20	\$	13.97	\$	279.40	\$	14.49	\$	289.74
77	MNPT Global Brass Nipples – One (1) inch x four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2016-400 or equal		15	\$	7.25	\$	108.75	\$	7.52	\$	112.77
78	MNPT Global Brass Nipples – One (1) inch x six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2016-600 or equal		15	\$	10.66	\$	159.90	\$	11.05	\$	165.82
79	MNPT Global Brass Nipples – One (1) inch x twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2016-1200 or equal		15	\$	20.98	\$	314.70	\$	21.76	\$	326.34

80	MNPT Global Brass Nipples – One and one-half (1 1/2) inch x two (2) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2024-200 or equal		15	\$	7.07	\$	106.05	\$	7.33	\$	109.97
81	MNPT Global Brass Nipples – One and one-half (1 1/2) inch x four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2124-400 or equal		15	\$	12.71	\$	190.65	\$	13.18	\$	197.70
82	MNPT Global Brass Nipples – One and one-half (1 1/2) inch x six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2124-600 or equal		20	\$	17.26	\$	345.20	\$	17.90	\$	357.97
83	MNPT Global Brass Nipples – One and one-half (1 1/2) inch x twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2124-1200 or equal		25	\$	36.81	\$	920.25	\$	38.17	\$	954.30
84	MNPT Global Brass Nipples – Two (2) inch x Four (4) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2132-400 or equal		20	\$	16.33	\$	326.60	\$	16.93	\$	338.68
85	MNPT Global Brass Nipples – Two (2) inch x Six (6) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2132-600 or equal		20	\$	24.13	\$	482.60	\$	25.02	\$	500.46
86	MNPT Global Brass Nipples – Two (2) inch x Twelve (12) inch MNPT Brass Nipples, Merit Brass Inc. Model # 2132-1200 or equal		30	\$	47.54	\$	1,426.20	\$	49.30	\$	1,478.97
87	Straight Lead Free Pipe Tee, 1-1/2 inch FNPT x FNPT x FNPT, Merit Brass Inc. Model# XNL106-24 or equal		10	\$	21.33	\$	213.30	\$	22.12	\$	221.19
88	Straight Lead Free Pipe Tee, Two(2) inch FNPT x FNPT x FNPT, Merit Brass Inc. Model# XNL106-32 or equal		10	\$	35.11	\$	351.10	\$	36.41	\$	364.09
89	Ninety (90) degree FNPT Pipe Elbow - ¼ inch 90 Degree Pipe Elbow, FNPT Type, Merit Brass Inc. Model# XNL101-12 or equal		10	\$	5.10	\$	51.00	\$	5.29	\$	52.89
90	Ninety (90) Degree FNPT Pipe Elbow - One (1) inch 90 Degree Pipe Elbow, FNPT Type, Merit Brass Inc. Model# XNL101-16 or equal		10	\$	7.83	\$	78.30	\$	8.12	\$	81.20
91	Ninety (90) Degree FNPT Pipe Elbow - 1-1/2 inch 90 Degree Pipe Elbow FNPT Type, Merit Brass Inc. Model# XNL101-24 or equal		10	\$	15.60	\$	156.00	\$	16.18	\$	161.77
92	Ninety (90) Degree FNPT Pipe Elbow - Two (2) Inch 90 Degree Pipe Elbow, FNPT Type, Merit Brass Inc. Model# XNL101-32 or equal		10	\$	25.35	\$	253.50	\$	26.29	\$	262.88
93	Rubber Coupling Gaskets – ¾" Rubber Gaskets for 5/8", ¾", One (1) and 1-1/4 inch Meter Coupling Connections, Ford Meter Box Company Inc Model# GT-114 or equal		3000	\$	0.24	\$	720.00	\$	0.25	\$	746.64
94	Rubber Coupling Gaskets – One (1) inch Rubber Gaskets for 5/8", ¾", One (1) and 1-1/4 inch Meter Coupling Connections, Ford Meter Box Company Inc Model# GT-120 or equal		3000	\$	0.27	\$	810.00	\$	0.28	\$	839.97
						\$	-			\$	-

					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
GRAND TOTAL:					\$397,959.03		\$412,683.51
BIDS MAILED						ASSISTANT PURCHASING AGENT:	
BIDS RECEIVED:						CHIEF ASSISTANT:	
						DEPT. AUTHORIZATION:	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0763

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 22ITBC089A-JWT, Manholes, Frames, Grates, and Accessories, in an amount not to exceed \$360,742.45 with Ferguson Waterworks (Norcross, GA), to provide manholes, frames, grates, and accessories. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☒
- District 4 ☐
- District 5 ☒
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works requests approval to renew an existing contract with Ferguson Waterworks to provide manholes, frames, grates, and accessories.

Scope of Work: Ferguson Waterworks will provide manholes, frames, grates, and accessories to the Department of Public Works for use throughout the North and South Fulton sanitary sewer service areas.

Community Impact: Manholes, frames, grates, and accessories are essential in maintaining the sanitary sewer system. These materials will be used to replace aging and failing sewer infrastructure elements. The structures are also updated periodically to prevent human and environmental health issues related to sewer system failure.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Without this contract, these materials will not be available to replace failing structures, which could expose Fulton County to future fines and environmental hazards.

Community Issues/Concerns: Public Works staff is not aware of any community issues or concerns.

Department Issues/Concerns: Public Works staff has not raised any issues/concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0205	03/15/2023	\$360,742.45
1st Renewal			\$360,742.45
Total Revised Amount			\$721,484.90

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$360,742.45

Prime Vendor: Ferguson Waterworks
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$360,742.45 or 100.00%

Subcontractor: None

Total Contract Value: \$360,742.45 or 100.00%

Total Certified Value: -0-

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Roy Barnes, Deputy Director, Public Works, 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$360,742.45
Previous Adjustments: \$0.00
This Request: \$360,742.45
TOTAL: \$721,484.90

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

201-540-5459-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$180,371.23.

Funding Line 2:

201-540-5469-1450: Water & Sewer Revenue, Public Works, Maintenance Supplies - \$180,371.22.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

Overall Contractor Performance Rating: 85**Would you select/recommend this vendor again?**

Agenda Item No.: 23-0763

Meeting Date: 11/1/2023

Yes

Report Period Start:
7/1/2023

Report Period End:
9/30/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 2ITBC089A - JWT

BID/RFP TITLE: Manholes, Frames, Grates and Accessories

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$360,742.45

COMPANY'S NAME: Ferguson Waterworks

ADDRESS: 4655 Buford Hwy

CITY: Norcross

STATE: GA

ZIP: 30071

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Ferguson Waterworks

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark
Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 6, 2023
Department:	Public Works
Contract Number:	22ITBC089A-JWT
Contract Title:	Manholes, Frames, Grates and Accessories

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope and cost reduction efforts of this contract are limited since this contract is for pre-cast concrete manhole risers, covers, base sections, iron frames, grates, and steel manhole riser extension rings. These items must be purchased, and is used for sewer extensions, repairs, maintenance, and resurfacing in Fulton County. If this contract was reduced, or not approved, the Department of Public Works response time to any sanitary sewer extensions, repairs, on, or around the sanitary sewer system, could be delayed. Also, if this contract is not approved, the Department of Public Works will not be able to provide steel manhole extension rings that are used for the adjustment of manholes due to resurfacing roads.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	September 6, 2023
Price found:	Pricing varies due to the different types and sizes of manhole risers, manhole grates, manhole covers, base sections, and riser rings.
Different features / Conditions:	1" Composite Riser Rings, 1 1/2" Composite Riser Rings, Final Grade Adjustment Shims 24 in, x 1/4 inch round
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

In accordance with Fulton County Purchasing Code, Section 2-314, contracts such as this shall have a competitive bid. Since this contract is over \$50,000.00 dollars it shall go before the Board of Commissioners.

Sample Materials: Items 1,2,3 & 5 of the contract pricing sheet.

Samples of the internet pricing of materials out of the group of materials covered in this contract. Internet's pricing of sampled items are listed below. Private commercial pricing is significantly higher than contracted municipal pricing. The internet price which is 23% - 26% higher because it is quoting gross prices, however, the County purchases several different types of grade rings, manhole rings and covers, and steel manhole extension rings, therefore the prices are lower.

<u>For Example</u>	<u>Our Price</u>	<u>Compared Price</u>
Line# 1- 1" Composite Riser Rings	\$185.71	\$228.42
Line# 2 – 1 1/2" Composite Riser Rings	\$192.85	\$244.58
Line# 3 – Composite Ring and Lid	\$907.80	\$1,134.75
Line# 5 – Final Grade Adjustment Shims, 24 in, x 1/4 inch round	\$27.45	\$34.03

☐ **Market Survey of other jurisdictions:**

Date contacted:	September 6, 2023
Jurisdiction Name / Contact name:	City of Atlanta / Margie Telfair (No response)
Date of last purchase:	PO has not been utilized at this time.
Price paid:	PO has not been utilized at this time
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Prices vary per item, and per size.

Explanation / Notes:

Surrounding jurisdictions such as Gwinnett County, Cobb County, City of Atlanta, Jackson County, and Douglas County all use manhole risers, grates, frames, and steel extension rings.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

An annual contract is needed by the Public Works Department on a year-round basis for manhole risers, grates, frames, and extension rings which are used to complete sewer extensions, repair and maintenance. Also, road resurfacing projects require manhole adjustment rings. The Georgia Department of Transportation (GDOT) and other municipalities determine road resurfacing projects and schedules; however, Fulton County needs to have funding available to address all projects.

7. What would be the impact on your department if this contract was not approved?

If this contract renewal is not approved, the Department of Public Works will not be able to provide steel manhole extension rings that are used for the adjustment of manholes due to resurfacing roads.

Performance Evaluation Details

ID	E1
Project	Manholes, Frames, Grates and Accessories
Project Number	22ITBC089A - JWT
Supplier	Ferguson Waterworks
Supplier Project Contact	Bob Mcwhorter (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	10/02/2023
Evaluation Type	Formal
Interview Date	10/02/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/02/2023 01:32 PM EDT
Completion Date	10/02/2023 01:32 PM EDT
Evaluation Score	85



10/04/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

No materials have been ordered or expended from this contract at this time.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0764

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 22ITB076A-JWT, Water Meter Testing and Repairs, in the amount of \$354,260.00 with Reed and Shows Meter Solutions (Carrollton, GA), to provide water meter testing and repairs. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: Department of Public Works recommends approval to renew a contract, 22ITB076A-JWT, Water Meter Testing and Repairs, with Reed and Shows Meter Solutions to provide water meter testing and repairs.

Scope of Work: This contract provides for the testing of water meters and verifies the accuracy of the meters used throughout the water supply system in North Fulton County. This service is required for water meters that have stopped working or run slowly. The service includes the performance of

necessary repairs on the water meters, as directed by Fulton County Public Works staff.

Community Impact: By providing independent meter testing, customer billing issues are resolved efficiently and customer confidence is increased by providing meter testing and correct billing. The accuracy of meters directly affects revenue, which is a factor in determining water rates.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Water meter testing and repairs of small and large meters provides increased water meter accuracy. The annual testing of meters increases revenue, provides correct billing, and decreases unaccounted water billing.

Community Issues/Concerns: No community issues or concerns have been presented to the Department of Public Works by the community.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with the award of the contract as presented.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0203	03/15/2023	\$354,260.00
1st Renewal			\$354,260.00
Total Revised Amount			\$708,520.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$354,260.00

Prime Vendor: Reed and Shows Meter Solutions

Prime Status: Non-Minority

Location: Carrollton, GA

County: Carroll County

Prime Value: \$354,260.00 or 100.00%

Total Contract Value: \$354,260.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Agenda Item No.: 23-0764

Meeting Date: 11/1/2023

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$354,260.00
Previous Adjustments: \$0.00
This Request: \$354,260.00
TOTAL: \$708,520.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

Agenda Item No.: 23-0764

Meeting Date: 11/1/2023



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 22ITB076A-JWT

BID/RFP TITLE: Water Meter Testing and Repairs

ORIGINAL APPROVAL DATE: March 15, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024, through December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$354,260.00

COMPANY'S NAME: Reed and Shows Meter Solutions

ADDRESS: 176 Garnett Point Drive

CITY: Carrollton

STATE: GA

ZIP: 30117

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Reed and Shows Meter Solutions

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**William Shows
Owner**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Department of Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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

Contract Renewal Evaluation Form

Date:	September 20, 2023
Department:	Public Works
Contract Number:	22ITB076A-JWT
Contract Title:	Water Meter Testing and Repairs

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Water Meter Testing and Repairs are planned and coordinated to minimize effort and cost. Planning efforts include In-house repairs when feasible.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ **Internet search of pricing for same product or service:**

Date of search:	September 22, 2023
Price found:	None
Different features / Conditions:	N/A
Percent difference between internet price and renewal price:	N/A

Explanation / Notes:

Internet Search did not reveal any relevant contracts to compare.

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

The meter flow testing and repair contract helps to ensure accurate water usage/measurement to commercial customers. Meters that are not accurately measuring water usage can negatively impact water revenue and customer satisfaction.

Performance Evaluation Details

ID	E1
Project	Water Meter Testing and Repairs
Project Number	22ITB076A-JWT
Supplier	REED AND SHOWS METER SOLUTIONS
Supplier Project Contact	WILLIAM SHOWS (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	09/11/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/11/2023 03:18 PM EDT
Completion Date	09/11/2023 03:18 PM EDT
Evaluation Score	85



10/04/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

This is our first year working with Reed and Shows as our water meter flow testing and repair contractor. Their project management ability has been excellent.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

No issues with scheduling.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Very high quality. Meter testing reports are well done.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Communication is great at all levels.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

No contract compliance issues to report.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0765

Meeting Date: 11/1/2023

Department

Senior Services

Requested Action

Request approval to renew an existing contract - Department of Senior Services, 21ITB000028ACJC, Indigent Burial in an amount not to exceed \$502,067.00 with Mutual Meadows Inc. (Peachtree Corners, GA), to provide dignified professional burial services as a last resort for any deceased person declared indigent or unclaimed Fulton County resident if the death occurred within Fulton County. This action exercises the second of two renewal options. No renewal options remain. Effective January 1, 2024 through December 31, 2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item

Health and Human Services

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: To renew existing contract to provide indigent burial services when necessary.

Scope of Work: To provide interment and cremation services for the indigent to include cemetery plots, furnishing of gravesites, cement vault, opening and closing of grave sites, lowering services, cremation, and interment of cremains and perpetual, care. This is done pursuant to the O.C.G.A § 36 -12-5, keeping of adequate records of all such interments and providing of normal maintenance care which all lot owners receive. The gravesites are located at Lakeside Memorial Gardens Cemetery,

7720 Ono Road, Palmetto, GA 30268. Indigent people are typically people with no family, no assets, and no money, which is left to the local government to administer funeral arrangements. This program provides a decent burial for Fulton County citizens who die and have no resources to pay for the interment costs at the time of death.

Community Impact: Fulton County provides approximately 350 burials annually: 90% are adults, 3% are children ages 2 to 16, and 7% are children under 2.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: Fulton County is obligated pursuant to O.C.G.A § 36-12-5, to provide indigent burial services. Approval will allow the County to continue to provide services in compliance with the state law.

Community Issues/Concerns: These services are vital to the Fulton County communities.

Department Issues/Concerns: The Department has no issues or concerns regarding this item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	18-1016	12/19/2021	\$418,750.00
1st Renewal	19-0959	10/19/2022	\$418,750.00
Amendment No. 1	23-0161	03/01/2023	\$21,675.00
Amendment No. 2	23-0725	10/18/2023	\$132,841.35
2nd Renewal			\$502,067.00
Total Revised Amount			\$1,494,083.35

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$502,067.00

Prime Vendor: Mutual Meadows
Prime Status: Non-Minority
Location: Peachtree Corners, GA
County: Gwinnett County
Prime Value: \$502,067.00 or 100.00%
Subcontractor: None

Total Contract Value: \$502,067.00 or 100.00%
Total Certified Value: -0-

Exhibits Attached

Exhibit-1: Contractor Performance Report
Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contract Renewal No. 2**Contact Information**

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$418,750.00
Previous Adjustments: \$573,266.35
This Request: \$502,067.00
TOTAL: \$1,494,083.35

Fiscal Impact / Funding Source**Funding Line 1:**

100-183-1838-1234, Indigent Burial Services- \$502,067.00

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment: \$25,125.00 - 6% contract increase; FY23 spending authority increase	Renewal/Extension Terms: 2 2 Renewal

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
9/30/2023

Performance Evaluation Details

ID	E1
Project	Indigent Burial
Project Number	21ITB000028A-CJC
Supplier	Mutual Meadows
Supplier Project Contact	Tom Keesee (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/10/2023
Evaluation Type	Formal
Interview Date	07/10/2023
Expectations Meeting Date	07/10/2023
Status	Completed
Publication Date	08/10/2023 08:51 AM EDT
Completion Date	08/10/2023 08:51 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	September 29, 2023
Department:	Senior Services
Contract Number:	21ITB000028ACJC
Contract Title:	Indigent Burial Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Mutual Meadows, the vendor, has experience an increase in cost by 6%. This remains below the industry cost for burials.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ Internet search of pricing for same product or service:

Date of search:	September 29, 2023
Price found:	\$2597.00
Different features / Conditions:	Burial or cremation w/ no viewing or memorial service or storage per.
Percent difference between internet price and renewal price:	45%

Explanation / Notes:

Cost per average burial or cremation w/ Mutual Meadows (current vendor) is \$1,425. This included the \$80 additional cost per burial. Even with the requested renewal amount, it is 45% less than the lowest internet cost for burial.

☒ Market Survey of other jurisdictions:

Date contacted:	September 29, 2023
Jurisdiction Name / Contact name:	DeKalb County
Date of last purchase:	NA
Price paid:	NA
Inflation rate:	NA

Adjusted price:	NA
Percent difference between past purchase price and renewal price:	NA
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	NA

Explanation / Notes:

Local counties do not have a separate program for Indigent Burials. The Department of Family and Children Services manages these services.

☐ **Other (Describe in detail the analysis conducted and the outcome):**

[Click here to enter text.](#)

3. **What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?**

\$440,425

4. **Does the renewal option include an adjustment for inflation?** ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	August 31, 2023
Price paid:	\$47,075
Inflation rate:	NA
Adjusted price:	NA
Percent difference between past purchase price and renewal price:	NA

Explanation / Notes:

Expenses for Indigent Burials has gone up per burial. Chemicals, fuel, staffing and fees have impacted costs. This is all tied to inflation.

5. **Is this a seasonal item or service?** ☐ Yes ☒ No

6. **Has an analysis been conducted to determine if this service can be performed in-house?** ☐ Yes ☒ No
If yes, attach the analysis.

7. **What would be the impact on your department if this contract was not approved?**

Each county in Georgia is obligated to bury or cremate any person who dies in the county if family or kin is unable to pay for decent internment. The absence of this service would put Fulton County out of compliance with the State of Georgia.



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Senior Services

BID/RFP# NUMBER: 21ITB000028ACJC

BID/RFP# TITLE: 21ITB000028ACJC, Indigent Burial Services

ORIGINAL APPROVAL DATE: December 15, 2021

RENEWAL EFFECTIVE DATES: January 1, 2024 through December 31, 2024

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 443,875

COMPANY'S NAME: Mutual Meadows, Inc.

ADDRESS: 5425 Peachtree Parkway Ste. 206

CITY: Peachtree Corners

STATE: GA

ZIP: 30092

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

MUTUAL MEADOWS, INC.

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Thomas A. Keese
President**

ATTEST:

ATTEST:

**Tonya R. Grier
Interim Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Ladisa Onyiliogwu, Director
Department of Senior Services**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0766

Meeting Date: 11/1/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

2024 Budget Development Update.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Update on 2024 Budget Development

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Update on 2024 Budget Development



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0767

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138778C-MH, Boiler Inspection and Preventive Maintenance Services in the amount of \$100,000.00, with Daikin Applied Americas, Inc. (Marietta, GA), to provide standby on-site boiler inspection and preventive maintenance services for 27 boilers located within selected Fulton County facilities on an "as needed" basis. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background Request approval of the lowest responsible bidder to provide on-site boiler inspection and preventive maintenance services for 27 boilers on an "as-needed" basis for Fulton County for fiscal year 2024.

Scope of Work: This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide standby on-site boiler inspection and preventive maintenance services for 27 boilers located within selected Fulton County facilities on an "as needed" basis. The scope of work

also includes, but is not limited to, the following preventive maintenance tasks:

1. Inspect boilers, fireboxes, and water heaters.
2. Inspect burners and flame controls.
3. Inspect fuel systems, pressure and safety valves, regulators, and switches.
4. Inspect linkages and pipes and check diaphragm valves.
5. Inspect all feed water and condensate pumps and motors directly feeding makeup water.
6. Inspect fans and check for unusual noise or vibration, tighten fan blades and lubricate shaft ball bearing.
7. Inspecting motor starters, run diagnostic check, and check all terminals.
8. Inspect boiler controls and test all safety devices and alarms for proper operation.
9. Inspect low and high-water cutoff and clean and check all water columns, glass gauges, and try cocks
10. Inspect the outside finish on the unit and all components to include galvanized and stainless steel construction and painted surfaces.
11. Inspect boilers with heating elements, perform continuity and amperage check of the elements.
12. Test all boiler pumps and water chemicals levels to include recirculation pumps.

This contract is governed and mandated by the State of Georgia to provide inspection of buildings or similar structures to ensure compliance with the local standards in accordance with the safety standards set forth for the equipment.

A single bid analysis was conducted and the Department of Purchasing & Contract Compliance has determined it is in the County's best interest to proceed with awarding this procurement.

Community Impact: This service impacts the community because the State rules and regulations are to promote consumer protection through state regulation and American National Standard Safety Code of boiler and pressure vessels.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

Procedure for Basis of Award:

The recommendation for the award was based on the bidders' prices for hourly rates during normal and weekends/holidays; cost for on-site preventive maintenance inspection and services for 27 boilers located within Fulton County facilities; and bidder's submittal of required professional certified trained technician licenses such as: Georgia Boiler Certificate of Authority to Install, Maintain or Service Boilers and Boiler License Four through First Class Engineers and Chief Engineer, to provide boiler inspection and preventive maintenance services for Fulton County facilities which is a criteria to be considered for an award with Fulton County.

The Department received and evaluated one (1) bid to the solicitation. Daikin Applied Americas, Inc., submitted the only responsible and responsive base bid in the amount of \$27,051.00. The Department recommends Daikin to provide standby on-site preventive maintenance inspection and services for 27 boilers on an "as needed" basis located within selected Fulton County facilities.

Daikin Applied has provided various HVAC services for Fulton County and has performed very good and highly competent as a HVAC/Boiler contractor for Fulton County as stated in their performance reports.

Because of the age of some of the systems, there will be deficiencies due to deferred maintenance in 2024. When such deficiencies are identified, Fulton County is liable to repair/or replace these systems which comes at an additional cost. This is a time and material contract. The requested authority in the amount of \$100,000.00 will cover inspections, replacement parts/ components; and labor rates for maintenance repairs for FY2024.

Project Implications: This service keeps the County in compliance, because it is governed and mandated by the State of Georgia to provide inspection of buildings or similar structures to ensure compliance with the local standards. Each existing elevator: escalator, boiler and pressure vessel shall be thoroughly inspected as to their construction, installation, and condition on an annual basis. A permit is required and issue in accordance with the safety standards set forth for the equipment.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this contract is not approved, the Department cannot provide boiler inspection and preventive maintenance services in Fulton County facilities, which will jeopardize Fulton County because it will not be in compliance with the State of Georgia laws and rules regulating existing boilers and pressure vessels inspection and permits for Fulton County facilities.

Contract Modification: This is a new procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$100,000.00
Prime Vendor: Daikin Applied Americas, Inc.
Prime Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Prime Value: \$100,000.00 or 100.00%

Total Contract Value: \$100,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Vendor Performance Report
Exhibit 3: Department Recommendation Memo

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$100,000.00
TOTAL: \$100,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-520-5225-1116: General, Real Estate and Asset Management, Building Maintenance-\$100,000.00 "Subject to availability of funding adopted for FY2024 by BOC"

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Tv one-year renewal options

Overall Contractor Performance Rating: 85**Would you select/recommend this vendor again?**

Yes

Report Period Start:
4/1/2023**Report Period End:**
6/30/2023

Agenda Item No.: 23-0767

Meeting Date: 11/1/2023

Performance Evaluation Details

ID	E3
Project	Boiler Inspection and Preventive Maintenance Services
Project Number	20ITB1008C-MH
Supplier	DAIKIN Applied
Supplier Project Contact	Joseph Williams (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/29/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/29/2023 11:02 AM EDT
Completion Date	08/29/2023 11:02 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Quality Goods/Services
During this review period, Daikin Applied Services has fully complied with all work plans. Their technicians are very knowledgeable and professional. Their communication with Fulton County Government DREAM personnel has been very detailed as it pertains to services rendered.

Score 90%

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Timelines of performance
Daikin on a whole has met key milestones per the contract and have proven to be a reliable entity. There were numerous occasions in which Daikin were called upon for their services and they delivered within an acceptable timetable and provided a resolution. Daikin has recently completed a critical project and upgraded the HVAC equipment at on our facilities and it went with minimal issues.

Score 85%

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Customer Satisfaction
Overall, when Daikin completed their contractual agreement we were satisfied. Daikin's staff provided on-site customer care visits to affirm the status of Fulton County satisfaction with their services. Again, their field technicians displayed a high level of professionalism and often went out their way by sending status reports on the weekends to ensure that DREAM's key personnel were updated on their progress reports.

Score 90%

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Business Relations
Daikin's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received on time and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

Score 90%

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Contractors Key Personnel
Daikin's Manager Mr. Joseph William and Supervisor Mr. Ryder Briggs with technicians continued to demonstrate a high degree of knowledge, experience, and expertise in this review period. It shows that their technicians have been very well trained and have many years working in the HVAC industry. They independently manage their contract with little to no supervision required by County staff and continue to respond promptly to any requests in a professional manner.

Score 90%

GENERAL COMMENTS
Comments

Not Specified



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Director of Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: September 6, 2023

SUBJECT: Recommendation Award – ITB #23ITB138778C-MH,
Boiler Inspection and Preventive Maintenance Services
FY2024

Recommendation: We are recommending approval of the lowest bidder for, ITB #23ITB138778C-MH, Boiler Inspection and Preventive Maintenance Services in the amount of \$100,000 with Daiken Applied Americas, Inc. (Marietta, GA), to provide standby on-site boiler inspection and preventive maintenance services for 27 boilers on an “as needed” basis for boilers located within selected Fulton County facilities. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

DISCUSSION: The recommendation for the award was based on the bidders’ prices for hourly rates during normal and weekends/holidays; cost for on-site preventive maintenance inspection and services for 27 boilers located within Fulton County facilities; and bidder’s submittal of required professional certified trained technician licenses such as: Georgia Boiler Certificate of Authority to Install, Maintain or Service Boilers and Boiler License Four through First Class Engineers and Chief Engineer, to provide boiler inspection and preventive maintenance services for Fulton County facilities which is a criteria to be considered for an award with Fulton County.

The Department received and evaluated one (1) bid to the solicitation. Daikin Applied Americas, Inc. submitted the only responsible and responsive base bid amount of \$27,051; and therefore we recommend Daikin to provide standby on-site preventive maintenance inspection and services for 27 boilers on an “as needed” basis located within selected Fulton County facilities. Daikin Applied has provided various HVAC services for Fulton County and has performed very good and highly competent as a HVAC/Boiler contractor for Fulton County as stated in their performance reports.

Recommended Bidder	Base Bid Amount	Award Authority
Daiken	\$27,051.00	\$100,000.00

Daiken have a current contract with Fulton County and have performed very good as a Contractor for Fulton County as stated in their performance reports.

The \$100,000 in spending authority is requested because this is a time and materials contract that requires covering the cost for replacement of all parts/ components and labor for inspections, and maintenance repairs for FY2024.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 10/4/2023
(By Director/Deputy Director)

If you require additional information, contact Joanna Hernandez at (404) 612-6127.

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Dexter Dyer, Building Maintenance Manager, DREAM
Carlos Sutton, Trades Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM

Single Bid/Quote Analysis Form

Date: October 11, 2023

Requesting Department: Real Estate and Asset Management

Solicitation Number: 23ITB138778C-MH

Title: Boiler Inspection and Preventive Maintenance

Bid / Proposal Due Date: 8/21/2023

Brief Description: to provide standby on site boiler inspection and preventative maintenance services for 27 boilers on an as needed basis located within selected Fulton County facilities

Number of Notifications: 12

Instructions: Complete this form when only one bid is received in response to an ITB, RFP or E-Quote.

RANDOM CANVASSING OF OTHER VENDORS:

(1) Lack competency (2) Poor timing (3) Lack resources (4) Short response due date (5) Other

1. Vendor:	Allied Solutions
Contact Person:	Jason Collier
Phone Number:	877-328-4432
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	Sent a follow-up email
2. Vendor:	DevCare Solutions
Contact Person:	Janaki Thiru
Phone Number:	614-221-2277
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	Sent a follow-up email
3. Vendor:	Maxair
Contact Person:	Mike Stephens
Phone Number:	770-714-9620
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Left a voice message

4. Vendor:	XNDT, LLC
Contact Person:	Ahmed Musawi
Phone Number:	470-265-8557
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response
Comments	Click here to enter text.
5. Vendor:	
Contact Person:	
Phone Number:	
Reason for not responding:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> No Response
Comments	Click here to enter text.

RECOMMENDATION AND SUGGESTIVE COURSE OF ACTION:

- ☒ **Award Contract Basis:** Proceed with the Award to the Single Bidder.
- ☐ **Re-solicit**
- ☐ **Other**

Click here to enter text.

Mark Hawks	Chief Assistant Purchasing Agent	October 11, 2023
Purchasing Representative (CAPA/APA/PO Completing Form)	Title	Date
Purchasing Director	Date	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0768

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, Bid#23ITB138304C-JNJ, Standby Fencing Installation and Repair in the amount of \$200,000.00 with Allied Fence Company, Inc. (Mableton, GA) to provide standby fencing installation and repair on an "as needed" basis for Fulton County. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- | | |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background Approval of lowest responsible bidder for Standby Fencing Installation and Repair on an "as needed" basis for Fulton County for FY2024.

Scope of Work: This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide standby fencing, installation of new fence and replacement of existing fencing on an "as needed" basis for Fulton County facilities. The fencing types consist of chain link, ornamental iron, and steel fencing.

Community Impact: This contract ensures the security of County properties.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsible bidder to provide standby installation of new fence and replacement of existing fencing for all Fulton County facilities on an “as needed” basis for Fulton County for fiscal year 2024.

Procedure for Basis of Award:

The recommendation for the award is based on bidders’ prices per Sections. **Section A:** Chain Link (galvanized & vinyl coated) Fence and **Section B:** Ornamental Iron and Steel Fence, which includes the Contractor’s calculation from a given estimated annual project number for new installation and repair cost, per hourly rate, number of laborers, number of required hours, and total materials cost for each similar project to provide standby fencing installation and repair for Fulton County facilities for FY2024.

The Department received and evaluated two (2) bids to the solicitation. Allied Fence Company, Inc. submitted the overall lowest bid in the amount of \$89,029.00 and Stembridge Custom Metals, Inc. submitted the next lowest bid in the amount of \$138,716.00. Therefore, after careful review, we recommend Allied Fence Company, Inc. as the lowest responsive and responsible bidder to provide on-site standby installation and repair services Countywide for FY2024. Allied Fence has the current contract with Fulton County and has performed very good and highly competent as a fencing contractor for Fulton County as stated in their performance report.

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified adopted for FY2024.

This is a time and material contract. The requested spending authority in the total amount of \$200,000.00 covers the cost for materials and labor hours for the replacement and maintenance repairs for installation of galvanized chain link fencing for FY2024.

Historical Expenditures:

FY2023: The County expenditure as of 9/12/2023, \$46,886.00

FY2022: The County spent \$23,149.00

FY2021: The County spent \$252,066.10

FY2020: The County spent \$210,514.75

FY2019: The County spent \$176,992.00

FY2018: The County spent \$36,904.00

FY2017: The County spent \$49,561.00

Project Implications: This contract requires specialty tools, equipment, training, and skills. If not approved, fencing repairs and installation will not be performed in a timely or cost-effective manner and the County will be unable to secure generators and HVAC systems at County facilities to prevent theft and vandalism.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this new contract is not approved, the County cannot provide standby fencing installation and repair services to secure Fulton County facilities for FY2024.

Contract Modification New Procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$200,000.00
Prime Vendor: Allied Fence Company, Inc.
Prime Status: Non-Minority
Location: Mableton, GA
County: Cobb County
Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor's Performance Report

Exhibit 3: Department Recommendation Memo

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Agenda Item No.: 23-0768

Meeting Date: 11/1/2023

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$200,000.00
TOTAL: \$200,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$200,000.00
This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified" adopted for FY2024. Purchase Order will be guided by the available adopted FY2024 Pay as you Go funding.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

[illegible]

Performance Evaluation Details

ID	E1
Project	Standby Fencing Installation and Repair
Project Number	20ITB125615C-GS
Supplier	Allied Fence Co
Supplier Project Contact	Todd Edlin (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Evaluation Type	Formal
Interview Date	09/08/2023
Expectations Meeting Date	09/08/2023
Status	Draft
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Good product quality with minimal problems and always met spec requirements. Effective and efficient. Reports are on time and administration is prompt and efficient.

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Always meet milestones with projects. Responsiveness to directions and changes to scope are prompt. Immediately responsive. No delays.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Excellent business relations and responds to inquiries and requests in efficient and prompt manner. When problems arise the supervisor is always available and responsive

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Users and customers are always satisfied; expectations are always met. Contractor communicates with users to keep them updated. Specifications are met and projects come in within budget with proper invoicing and no substitutions

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Costs of proposed repairs match contract pricing; both proposals and invoices submissions always meet requirements with no price changes or change orders. Specs are consistent with contract specs with no substitutions.

GENERAL COMMENTS

Comments

Excellent and consistent service is always provided.



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Director of Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: September 12, 2023

SUBJECT: Recommendation Award – ITB #23ITB138304C-JNJ, ,
Standby Fencing Installation and Repair -FY2024

Recommendation: We are recommending approval of the lowest bidder for, ITB #23ITB138304C-JNJ, Standby Fencing Installation and Repair in the amount of \$200,000 with Allied Fence Company, Inc. (Mableton, GA)), to provide standby fencing installation and repair on an “as needed” basis for boilers located within selected Fulton County facilities. Effective dates: January 1, 2024 through December 31, 2024, with two renewal options.

DISCUSSION: The recommendation for the award is based on bidders’ prices per Sections. **Section A:** Chain Link (galvanized & vinyl coated) Fence and **Section B:** Ornamental Iron and Steel Fence, which includes the Contractor’s calculation from a given estimated annual project number for new installation and repair cost, per hourly rate, number of laborers, number of required hours, and total materials cost for each similar project to provide standby fencing installation and repair for Fulton County facilities for FY2024.

The Department received and evaluated two (2) bids to the solicitation. Allied Fence Company, Inc. submitted the overall lowest bid in the amount of \$89,029.00 and Stembridge Custom Metals, Inc. submitted the next lowest bid in the amount of \$138,716.00. Therefore, after careful review, we recommend Allied Fence Company, Inc. as the lowest responsive and responsible bidder to provide on-site standby installation and repair services countywide for Fulton County for FY2024. Allied Fence has the current contract with Fulton County and has performed very good and highly competent as a fencing contractor for Fulton County as stated in their performance report.

Recommended Bidder	Base Bid Amount	Award Authority
Allied Fence Company	\$89,029.00	\$200,000.00

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM Pay as You Go capital program, FCURA bond, and end-user/departmental operating/capital funding as identified” adopted for FY2024.

This is a time and material contract. The requested spending authority in the total amount of \$200,000 covers the cost for materials and labor hours for the replacement and maintenance repairs for installation of galvanized chain link fencing for FY2024.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 9/12/2023
(By Director/Deputy Director)

If you require additional information, contact Joanna Hernandez at (404) 612-6127.

Cc. Tim Dimond, Deputy Director, DREAM
John Adams, Administrator, DREAM
Dexter Dyer, Building Maintenance Manager, DREAM
Carlos Sutton, Trades Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM
Joanna Hernandez, Contracting Officer, Purchasing & Compliance/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0769

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners, Public Sector Contract #16154, Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in the amount of \$200,000.00 with Home Depot, Inc. (Atlanta, GA), to purchase building/roofing materials, hardware, tools, paint, electrical and related items in support of DREAM Building Construction and Facilities Maintenance Divisions and other Countywide Departments. Effective January 1, 2024, through December 31, 2024.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background Request approval to utilize Cooperative Purchasing (Home Depot Contract #16154) to purchase building, industrial and roofing materials supplies and related products, tools, equipment and services for DREAM and other Countywide Departments for FY2024.

Scope of Work: This US Communities Contract offers supplies, including but not limited to, items

such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, handheld general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies.

The key benefits of this contract include the following:

- Participating Public Agencies with annual net purchases of \$10,000.00 to \$25,000.00 sales will receive a 1% rebate.
- Annual net purchases at least \$25,000.00 to \$100,000.00 sales will receive a 2% rebate.
- Over \$100,000.00 annual net sales will receive a 5% rebate.
- All rebates will be paid annually.
- User Departments can utilize P-Cards to make purchases up to \$2,500.00 and all sales are track electronically to ensure property documentation for rebates and any discounts.
- Access to competitive pricing at all U.S. The Home Depot stores.
- Direct ship to jobsite is available.

The contract can be utilized by each department on an as needed, per project basis as requested based on their approved budget and availability of funding adopted for FY2024 by BOC.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

This supply contract is needed to support DREAM's Building Construction and Facilities Maintenance Divisions, Materials Warehouse and other Countywide Departments that may have the ability to purchase supplies items and equipment such as building, hardware, paint, electrical, roofing materials and related items in support of the departments meeting their tasks.

The contract management is coordinated by the Department of Real Estate and Asset Management, Building Construction and Facilities Maintenance Divisions.

Project Implications: This US Communities Contract offers the user departments the ability to purchase a variety of materials and supplies that are necessary to support the in-house staff in performing their tasks.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this US Communities Contract is not approved, the County Departments will not have the ability to purchase building, hardware, electrical and roofing materials, and related items.

Contract Modification: This is a new request.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: US Communities Home Depot Contract #16154

Exhibit 2: Contractor's Performance Report

Exhibit 3: Justification Form for Use of Cooperative Purchasing

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$200,000.00

TOTAL: \$200,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-TBD-TBD-1450: General, To Be Determine, Maintenance Supplies- \$200,000.00“ Each department on an “as needed” basis per project as requested based on their approved budget and availability of funding adopted for FY 2024 by BOC”

Key Contract Terms

Agenda Item No.: 23-0769

Meeting Date: 11/1/2023

Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2023

Report Period End:
6/30/2023

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities) Contract - Home Depot U.S.A., Inc.**

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management

Performance Evaluation Details

ID	E2
Project	Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies
Project Number	16154
Supplier	Home Depot U.S.A., Inc.
Supplier Project Contact	Timothy Wilson (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	09/29/2023
Evaluation Type	Formal
Interview Date	09/29/2023
Expectations Meeting Date	12/31/2023
Status	Completed
Publication Date	09/29/2023 12:01 PM EDT
Completion Date	09/29/2023 12:01 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, highly effective corrective actions

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

The contractor has demonstrated an outstanding performance level. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

GENERAL COMMENTS

Comments

Not Specified

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Real Estate and Asset Management

Contract # and Title: US Communities Purchasing Contract #16154, Home Depot

Date: September 19, 2023

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

This supply contract is needed to support our Building Construction and Facilities Maintenance Divisions, Materials Warehouse and other User Departments that may have the ability to purchase supplies items and equipment such as; building, hardware, paint, electrical, roofing materials and related items in support of the departments meeting their tasks.

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.
3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)
 - ☐ leveraging benefits of volume purchasing
 - ☐ volume discounts
 - ☐ service delivery requirement advantages
 - ☐ reduction of cycle times
 - ☐ enhanced service specification

Additional information:

The key benefits of this contract include the following:

- Participating Public Agencies with annual net purchases of \$10,000 to \$25,000 will receive a 1% rebate.

- Annual net purchases at least \$25,000 to \$100,000 will receive a 2% rebate.
- Over \$100,000 annual net sales will receive a 5% rebate.
- All rebates will be paid annually.
- User Departments can utilize P-Cards to make purchases up to \$2,500.00 and all sales are tracked electronically to ensure proper documentation for rebate and any discounts.
- Access to competitive pricing at all U.S. The Home Depot stores.
- Direct ship to jobsite is available.

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.
☒ Yes ☐ No
2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). ☐ Yes ☐ No
3. Reviewed the cost analysis provided by the User Department and determined the following:
 - ☐ leveraging benefits of volume purchasing
 - ☐ volume discounts
 - ☐ service delivery requirement advantages
 - ☐ reduction of cycle times
 - ☐ enhanced service specification
4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? ☒ Yes ☐ No
5. Is the entity is authorized to conduct/transact business in the State of Georgia?
☒ Yes ☐ No

6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? ☒ Yes ☐ No

7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? ☒ Yes ☐ No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0770

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase the spending authority - Department of Real Estate and Asset Management, 21ITB1302418C-CG, Standby Plumbing Repair Services in the total amount not to exceed \$46,328.00, with (A) Liquid Services & Logistic, LLC (Atlanta, GA) in an amount not to exceed \$34,500.00, to provide replacement and installation of approximately 50 ft. of cast iron pipe on a sewer line and cut open for the removal of concrete and replace up to an approximately 10 ft. section of sewer line, and then install all new pipe and fittings at the DA Pearson facility; and (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in an amount not to exceed \$11,828.00, to provide repair to a broken 4-inch line and repair PVC to a cast iron transition, and concrete removal/replacement of 6 ft. area and final clean-up at the HJC Bowden Senior Multipurpose Center. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background This request to increase spending authorities is to cover the costs of

required plumbing repair/replacement jobs at two (2) Fulton County facilities: DA Pearson facility and the HJC Bowden Senior Multipurpose Center.

Scope of Work:

Repair/Replacement Plumbing System Jobs:

(A) Liquid Services Logistic, LLC formally Talon Property Services, LLC:

	County Facility	Project Description	Project Cost
1	DA Pearson facility	Replace and install 50 ft of cast iron pipe and cut open and remove concrete to install all new 3-inch PVC pipe and fittings.	\$24,000.00
2	DA Pearson facility	Cut open for the removal of concrete and replace up to approximately 10 ft. section of sewer line, and then install all new pipe and fittings.	\$10,500.00
Total Project Costs			\$34,500.00

(B) J2 Connect, Inc.

	County Facility	Project Description	Project Cost
1	HJC Bowden Senior Multipurpose Center	To provide repair to a broken 4-inch line and repair PVC to a cast iron transition, to include costs for concrete removal/ replacement of 6 ft. area and final clean-up	\$11,828.00
Total Project Costs			\$11,828.00

These contracts furnish all materials, labor, tools, equipment, and parts necessary to provide on-site standby plumbing repair services on an "as needed" basis for Fulton County facilities.

The Scope of Work includes but not limited to:

1. Repairing/replacing and installing water mains, water lines, re-routing water supply lines, storm water and sewer lines, manholes, grating, and retention basins.
2. Installing, repairing, and replacing fixtures such as faucets, mixing valves, toilets, urinals, tubs, sinks, kitchen sinks, ball valves, angle/straight stops, pressure-reducing valves, and any

- commercial plumbing fixture such as floor sinks, dishwashers, any specialty kitchen/bathroom.
3. Installing and repairing water heaters, sump pumps, circulation pumps and plumbing for icemakers. Installation and adjustment of drinking water fountains, repairing irrigation sprinkler systems, and minor masonry repair jobs caused by plumbing work.

Community Impact: These services are necessary for environmental health and to have working plumbing systems to protect the patrons and employees in County facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

DREAM does not have enough remaining spending authority (\$43,158.00) to cover these high priority plumbing jobs and to maintain and operate routine maintenance/repair of plumbing system throughout the County for the remainder of FY2023. The requested increase in the total amount of \$46,328.00 is critical and will allow the two Standby Plumbing Contractors to provide the immediate plumbing repair/replacement jobs at these two identified County facilities.

The project management for plumbing repair/replacement jobs is coordinated by the Department of Real Estate and Asset Management Building Maintenance Team of Greater Fulton.

Project Implications: These services are necessary for environmental health and to have working plumbing systems to protect the patrons and employees in County facilities.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these increases in spending authorities are not approved, there will be a delay in addressing plumbing repair/replacement work in a timely or cost-effective manner.

Modification

(A) Liquid Services & Logistic, LLC formally Talon Property Services, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	\$90,000.00
Increase Spending Authority No. 1	22-0826	11/2/22	\$50,000.00
1st Renewal	22-0732	10/5/22	\$90,000.00
Increase Spending Authority No. 2			\$34,500.00
Total Revised Amount			\$264,500.00

(B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0874	11/3/21	\$90,000.00
Increase Spending Authority No. 1	22-0826	11/2/22	\$85,000.00

1st Renewal	22-0732	10/5/22	\$100,000.00
Increase Spending Authority No. 2			\$11,828.00
Total Revised Amount			\$286,828.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$46,328.00**

(A)
Contract Value: \$34,500.00
Prime Vendor: Liquid Services & Logistic, LLC formally Talon Property Services, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$31,050.00 or 90.00%

Subcontractor: To Be Determined
Subcontractor Value: \$3,450.00 or 10.00%

Total Contract Value: \$34,500.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(B)
Contract Value: \$11,828.00
Prime Vendor: J2 Connect, Inc. aka J Squared Plumbing Co. Inc.
Prime Status: African American Male Business Enterprise
Location: McDonough, GA
County: Henry County
Prime Value: \$11,828.00 or 100.00%

Total Contract Value: \$11,828.00 or 100.00%
Total Certified Value: \$11,828.00 or 100.00%

Grand Contract Value: \$46,328.00 or 100.00%
Grand Certified Value: \$11,828.00 or 25.53%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment No. 2 to Form of Contracts
Exhibit 2: Cost Proposals
Exhibit 3: Contractor's Performance Reports

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$180,000.00
Previous Adjustments: \$325,000.00
This Request: \$46,328.00
TOTAL: \$551,328.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance - \$46,328.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating:

Liquid Services & Logistic, LLC formally Talon Property 88
J2 Connect, Inc. aka J Squared Plumbing Co. Inc. 88

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 23-0770

Meeting Date: 11/1/2023

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Liquid Services & Logistic, LLC**

Contract No. **21ITB130214C-CG, Standby Plumbing Repair Services**

Address: **732 Pryor St SW**
City, State **Atlanta, GA 30315**

Telephone: **(770) 500-3593**

E-mail: rob@talonplumbing.com

Contact: **Robert Hella,**
Managing Member

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Liquid Services & Logistic, LLC formerly Talon Property Services, LLC**, dated 1st day of January 2022, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the costs to allow high priority plumbing repair/ replacement jobs at the DA Person facility.

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 **November 1, 2023, BOC Items #23-**.

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

This Amendment No. 2 to Form of Contract is effective as of the 4th day of October 2023, between the County and **Liquid Services & Logistic, LLC formerly Talon Property Services, LLC**., who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

SCOPE OF WORK TO BE PERFORMED: To cover the costs to allow high priority plumbing repair/ replacement jobs at the DA Pearson facility located at 3929 Aviation Circle NW, Atlanta, GA 30336.

1. Repair/Replacement Plumbing System Jobs:

	County Facility	Project Description	Project Cost
1	DA Pearson facility	Replace and install 50 ft of cast iron pipe and cut open and remove concrete to install all new 3-inch PVC pipe and fittings.	\$24,000.00
2	DA Pearson facility	Cut open for the removal of concrete and replace up to approximately 10 ft. section of sewer line, and then install all new pipe and fittings.	\$10,500.00
	Total Project Costs		\$34,500.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$34,500.00** (Thirty-Four Thousand Five Hundred Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 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. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 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:

**LIQUID SERVICES & LOGISTIC,
LLC, FORMERLY TALON
PROPERTY SERVICES, LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Robert Hella,
Managing Member

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

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 Asset
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **J2 Connect, Inc. dba Squard Plumbing Co., Inc.**

Contract No. **21ITB130214C-CG, Standby Plumbing Repair Services**

Address: **3137 E. Fairview Road**
City, State **McDonough, GA 30252**

Telephone: **(404) 905-7232**

E-mail: [**info@squaredconnect.com**](mailto:info@squaredconnect.com)

Contact: **Broderick D. Jackson**
President/Owner

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **J2 Connect, Inc. dba Squard Plumbing Co., Inc.**, to provide Standby Plumbing Repair Services, dated 1st day of January 2022, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the costs to allow high priority plumbing repair/ replacement job that require immediate attention in the HJC Bowden Senior Multipurpose Center

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 **November 1, 2023, BOC Items #23-**.

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

This Amendment No. 2 to Form of Contract is effective as of the 4th day of October 2023, between the County and **J2 Connect, Inc. dba Squard Plumbing Co., Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to allow several high priority plumbing repair/ replacement jobs that require immediate attention at the HJC Bowden Senior Multipurpose Center located at 2885 Church Street, East Point, GA 30344.

Repair/Replacement Plumbing System Job:

	County Facility	Project Description	Project Cost
1	HJC Bowden Senior Multipurpose Center	To provide repair to a broken 4-inch line and repair PVC to a cast iron transition, to include costs for concrete removal/ replacement of 6 ft. area and final clean-up	\$11,828.00
	Total Project Costs		\$11,828.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$11,828.00** (Eleven Thousand Eight Hundred Twenty-Eight Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 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. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 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:

**J2 CONNECT, INC. DBA
SQUARD PLUMBING CO., INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Broderick D. Jackson,
President/Owner

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

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

NEW!! 6724 Cleveland Highway Clermont, GA
30527
770.500.3593
customerservice@talonplumbing.com
www.talonplumbing.com

Estimate

**BILL TO****Fulton County Government**

136 Pryor St SW
Atlanta
GA 30303
USA

ESTIMATE # 84422-1**DATE: 07/20/2023****DUE DATE: 09/09/2023****Requester**

Wadell Prothro

PO/WO#**Service Address**

3929 Aviation Circle Northwest, Atlanta, GA, USA

BLDG / UNIT #**Job Description -**

Estimate to install 50ft of cast iron pipe

ACTIVITY	QTY	RATE	AMOUNT	TAXABLE
Plumbing Estimate Estimate to cut open concrete and jackhammer area to remove and replace up to 50ft of the cast iron sewer line. Once the pipe is exposed, technicians will jet and camera the sewer line to ensure there are no other obstructions effecting the drainage. Technicians will then install all new 3" PVC pipe and fittings, backfill area, and then repour concrete. This Price includes concrete scanning, cutting, and replacement	1	24000	24000	No
Contingency **If at any time any unforeseen occurrences arise, Talon Plumbing will stop working and submit a change order.** **All work done and ONLY materials provided by Talon Plumbing carry a one-year warranty.** **When connecting new piping to existing piping, Talon Plumbing cannot warranty the existing piping because we cannot verify the condition of the existing piping.** **Talon Plumbing is not responsible for any drywall, tile, paint, wood, and/or concrete/asphalt repairs/replacement.** **This estimate covers only estimated repairs; if any additional work is required, a charge will be added to the final invoice to accommodate for additional repairs needed.*	1	0	0	No

Total \$24000

1.5% PER MONTH (18% PER YEAR) Service Charge on All Bills Past Due. A 3% fee will be charged for Credit Card payments. All collections and legal fees will be paid by customer in the event of non-payment.

Talon Plumbing

NEW!! 6724 Cleveland Highway Clermont, GA
30527
770.500.3593
customerservice@talonplumbing.com
www.talonplumbing.com

Estimate

**BILL TO****Fulton County Government**

136 Pryor St SW
Atlanta
GA 30303
USA

ESTIMATE # 83961-1**DATE: 06/13/2023****DUE DATE: 07/13/2023**

Requester	PO/WO#	Service Address	BLDG / UNIT #
Wadell Prothro		3929 Aviation Circle Northwest, Atlanta, GA, USA	

Job Description -

Replace up to a 10ft section of sewer line located inside of the building

ACTIVITY	QTY	RATE	AMOUNT	TAXABLE
Plumbing Estimate Estimate to cut open concrete and jackhammer area to remove and replace up to 10ft of the sewer line. Once the pipe is exposed, technicians will jet and camera the sewer line to ensure there are no obstructions further down the line. Technicians will then install all new pipe and fittings, backfill area, and then repour concrete. Price includes, labor, materials, and equipment	1	10500	10500	No
Contingency **If at any time any unforeseen occurrences arise, Talon Plumbing will stop working and submit a change order.** **All work done and ONLY materials provided by Talon Plumbing carry a one-year warranty.** **When connecting new piping to existing piping, Talon Plumbing cannot warranty the existing piping because we cannot verify the condition of the existing piping.** **Talon Plumbing is not responsible for any drywall, tile, paint, wood, and/or concrete/asphalt repairs/replacement.** **This estimate covers only estimated repairs; if any additional work is required, a charge will be added to the final invoice to accommodate for additional repairs needed.*	1	0	0	No

Total \$10500

1.5% PER MONTH (18% PER YEAR) Service Charge on All Bills Past Due. A 3% fee will be charged for Credit Card payments. All collections and legal fees will be paid by customer in the event of non-payment.



J2 CONNECT, INC.
SERVICE COMPANY

J2 Connect, Inc.

Fulton County Government (South Zone)
141 Pryor St SW Ste 7001, VS0000076142
Atlanta, GA 30303

☎ (404) 889-2059

✉ Accounts.Payable@fultoncountyga.gov

ESTIMATE	#820
TOTAL	\$11,828.00

SERVICE ADDRESS

2885 Church St, H.J.C. Bowden Senior
Multipurpose Facility
East Point, GA 30344

CONTACT US

3137 E Fairview Road
McDonough, GA 30252

☎ (404) 545-7295

✉ info@jsquaredconnect.com

ESTIMATE

Services	qty	unit price	amount
Labor/Material Plumbing - Dig down to expose line by hand - Repair broken 4" line - Repair PVC to cast iron transition	1.0	\$6,565.00	\$6,565.00
Concrete Removal and Replacement -Cut approx. 6ft by 6ft area in front of dish machine to wall -Replace approx. 6' x 6' section of concrete	1.0	\$3,833.00	\$3,833.00
Final Cleanup	1.0	\$1,430.00	\$1,430.00
Excludes: - Any Unforeseen Circumstances - Concrete floor sealer that is required due to it being in a food area			

Services subtotal: \$11,828.00

Subtotal	\$11,828.00
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Total	\$11,828.00
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Thank you for your business.

Performance Evaluation Details

ID	E4
Project	Standby Plumbing Repair Services
Project Number	21ITB1302418C-CG
Supplier	Talon Plumbing
Supplier Project Contact	Rob Heller (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/31/2023
Evaluation Type	Formal
Interview Date	07/31/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/31/2023 07:58 AM EDT
Completion Date	07/31/2023 07:58 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E3
Project	Standby Plumbing Repair Services
Project Number	21ITB1302418C-CG
Supplier	J2 Connect, Inc.
Supplier Project Contact	Kay Morrow (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2022 to 12/31/2022
Effective Date	06/05/2023
Evaluation Type	Formal
Interview Date	06/05/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	06/05/2023 10:15 AM EDT
Completion Date	06/05/2023 10:15 AM EDT
Evaluation Score	88

Related Documents

Related Documents	Size	Uploaded Date
J2 Connect Inc. CPR Goods and Commodities Form.pdf [pdf]	1 Mb	06/05/2023 10:15 AM EDT

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Have not had an opportunity to work with this vendor as of yet so therefore am unable to give a rating at this time

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0771

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to utilize cooperative purchasing contract - Department of Real Estate and Asset Management, OMNIA Partners Contract #R200401, Turnkey Replacement and Installation of HVAC Equipment, in an amount not to exceed \$242,347.83 with Daikin Applied Americas, Inc. (Marietta, GA), for demolition and removal of 15 total existing Carrier RTUs; installation of 15 new Daikin Package RTUs at the Auburn Neighborhood Senior Center and Neighborhood Union Health Center; and the installation of 2 new Daikin Mini Split HVAC systems at the Adamsville Health Center. Effective upon issuance of Notice to Proceed for 10 months or completion of replacement/installation project as determined by Fulton County. This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: : This cooperative purchasing contract will furnish all materials, labor, tools, equipment, and appurtenances necessary to provide demolition and removal of 15 total existing Carrier RTUs and install 15 total new Daikin Package RTUs at the Auburn Neighborhood Senior Center located at 300 Edgewood Avenue, SE, Atlanta, GA 30312 and the

Neighborhood Union Health Center located at 186 Sunset Avenue, NW, Atlanta, GA 30314, and to provide installation of two (2) new Daikin Mini Split HVAC systems at the Adamsville Health Center located at 3700 Martin Luther King, Jr Drive, SW, Atlanta, GA 30331.

Scope of Work: The scope of work also includes but not limited to:

Auburn Neighborhood Senior Center: \$85,890.00

Removal Existing Rooftop Units:

- Provide demolition and removal of existing (5) Carrier RTUs
- Disposal of existing refrigerants in EPA approval manner
- Provide cranes and rigging necessary to complete removal

Mechanical Equipment Installation of (5) New Daikin Package Rooftop Units:

- Install one (1) 3.0-ton packaged rooftop unit
- Install two (2) 5.0-ton packaged rooftop unit
- Install one (1) 6.0-ton packaged rooftop unit
- Install one (1) 10.0-ton packaged rooftop unit
- Provide cranes and rigging necessary to complete installation

HVAC Equipment Accessories/Components:

- 460V/60Hz/3Ph
- Constant volume, single-speed control
- Electromechanical temperature controls
- Vertical supply/return
- Factory run test before shipment
- R-410A refrigerant
- Natural gas heater with aluminized steel heat exchanger
- 2' filter rack with one set of throwaway filters
- Direct driven for 3-ton & 5-ton units

Warranty

- 5-year limited parts-only
- 5-year limited compressor parts-only
- 20-year limited heat exchanger parts-only

Neighborhood Union Health Center: \$124,714.05

Removal Existing Rooftop Units:

- Provide demolition and removal of existing (10) Carrier RTUs
- Disposal of existing refrigerants in EPA approval manner
- Provide cranes and rigging necessary to complete removal

Mechanical Equipment Installation of (10) New Daikin Package Rooftop Units:

- Install one (1) 3.0-ton packaged rooftop unit
- Install two (2) 4.0-ton packaged rooftop unit
- Install six (6) 5.0-ton packaged rooftop unit
- Install one (1) 7.5-ton packaged rooftop unit
- Provide cranes and rigging necessary to complete installation

HVAC Equipment Accessories/Components:

- 208-203V/60Hz/3Ph
- Constant volume, single-speed control
- Electromechanical temperature controls
- Vertical supply/return
- Factory run test before shipment
- R-410A refrigerant
- Natural gas heater with aluminized steel heat exchanger
- 2' filter rack with one set of throwaway filters
- Direct driven for 3-ton & 5-ton units

Warranty

- 5-year limited parts-only
- 5-year limited compressor parts-only
- 20-year limited heat exchanger parts-only

Adamsville Health Center: \$31,743.78

- Install two (2) new Daikin 1.0-ton Mini Split (AC)
- Mounting condensers and indoor units to customer specs/location
- Pour new concrete pad for the two (2) condenser units
- Install two (2) AC security cages around the condenser units
- Installation includes thermostats, refrigerants piping, and condensate pumps
- Run refrigerate piping above the drop ceiling secured with piping straps to indoor units
- Provide and install new electrical breakers, conduit, control wire and disconnect
- Perform vacuum and pressure testing
- Provide operation instructions to end-users

Note: All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)

Community Impact: This effort is necessary for the environmental health and comfort of the patrons and employees at this County facility.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The work will be managed by the Department Real Estate and Asset Management (DREAM), HVAC Maintenance Team.

The estimated time to complete the required replacement/installation is 10 months upon receipt of notice to proceed/ or completion of project as determined by Fulton County and purchase order with lead time of materials and equipment.

Project Implications: This contract will allow the necessary upgrade and installation of the existing HVAC mechanical equipment to more highly integrated and energy efficient systems. The intent of this project is to replace 15 existing RTUs and install 15 new package RTUs and install two (2) new Mini Split AC units.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this cooperative purchasing contract is not approved, the County will not be able to provide for the immediate comprehensive replacement and installation of a total of 15 new RTUs at the Auburn Neighborhood Senior Center and the Neighborhood Union Health Center and the installation of two (2) new Daikin Mini Split Air Condition (AC) at the Adamsville Health Center.

Contract Modification: This is a new request.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: OMNIA Partners Contract #R200401

Exhibit 2: Cost Proposals

Exhibit 3: Contractor's Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$242,347.83
TOTAL: \$242,347.83

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

500-520-5200-H009: Capital, Real Estate and Asset Management, Adam Hlth Ctr Cooling Sys-
\$21,500.00

Funding Line 2:

500-520-5200-H011: Capital, Real Estate and Asset Management, Auburn Ave Sen Ctr HVAC-
\$64,545.00

Funding Line 3:

500-520-5200-H012: Capital, Real Estate and Asset Management, Neighborhood Union HVAC-
\$113,200.00

Funding Line 4:

500-520-5200-J002: Capital, Real Estate and Asset Management, MEP 2017- \$43,102.83

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Effective upon issuance of Notice to Proceed for 10 months or completion of replacement/ installation project as determined by Fulton County
Cost Adjustment:	Renewal/Extension Terms: N/A

Agenda Item No.: 23-0771

Meeting Date: 11/1/2023

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023



May 1, 2023

Mr. Michael Schwartz
duane.rothstein@daikinapplied.com
Chief Executive Officer
Daikin Applied Americas Inc.
13600 Industrial Park Boulevard
Minneapolis, MN 55441

Re: Renewal Award of Contract #R200401

Dear Mr. Schwartz:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 25, 2023, Region 4 ESC is pleased to announce that Daikin Applied Americas Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 14, 2020, and subsequent performance thereafter:

Contract

HVAC Equipment, Installation, Services & Related Products

The contract will expire on September 30, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or fred.flores@omniapartners.com.

The partnership between Daikin Applied Americas Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

30EE15BFEF1C4C6...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

Region 4 Education Service Center (ESC)

Contract #R200401

for

HVAC Equipment, Installation, Services & Related
Products

with

Daikin Applied Americas Inc.

Effective: October 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Daikin Applied Americas Inc., effective October 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between Daikin Applied Americas, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of HVAC Equipment, Installation, Service & Related Products ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R #20-04 for HVAC Equipment, Installation, Service & Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

CONTRACT

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have a reasonable period of time to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph and upon payment for work and materials already performed or furnished, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor for Region 4 ESC will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within a mutual agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other

CONTRACT

party receives the notice of cancellation. Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. First Destination and shall be included in all pricing offered unless otherwise clearly stated in writing or as otherwise indicated by Contractor or the applicable manufacturer.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice but in no event later than sixty (60) days from invoice date.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

CONTRACT

- 18) **Audit Rights.** Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed \$10,000.00.
- 19) **Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) **New Products/Services.** New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) **Options.** Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) **Warranty Conditions.** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
- 23) **Site Cleanup.** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) **Site Preparation.** Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the

cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract, provided, however, that any purchase order or agreement for the sales of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead negotiated to continue through their completion and payment with the public agencies.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from bodily injury or damage to tangible property to the extent resulting from the negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation

involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

- 31) Marketing. Upon prior written request to and written approval by Contractor, Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC. Any such permission for use provided by Contractor shall terminate upon notice by Contractor or termination of this Agreement.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 34) LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. "CONSEQUENTIAL DAMAGE" INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY'S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TO THE CLAIM

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Daikin Applied Americas, Inc.

Address 13600 Industrial Park Boulevard

City/State/Zip Minneapolis, Minnesota 55441

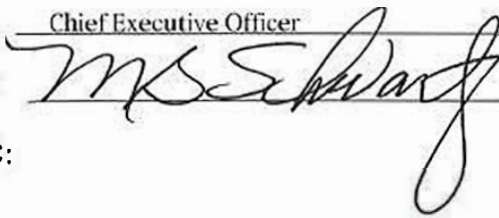
Telephone No. 763 553 3550

Email Address duane.rothstein@daikinapplied.com

Printed Name Michael Schwartz

Title Chief Executive Officer

Authorized signature



Accepted by Region 4 ESC:

Contract No. R200401

Initial Contract Term October 1, 2020 to September 30, 2023


Region 4 ESC Authorized Board Member

Margaret S. Bass

Print Name

8/25/2020
Date


Region 4 ESC Authorized Board Member

Linda Tinnerman

Print Name

8/25/2020
Date

PROJECT QUOTE



Fulton County Auburn Senior Center - 5 RTU Replacement - OMNIA

Auburn Neighborhood Senior Center
300 Edgewood Avenue Southeast
Atlanta, GA 30312

Quote #: Q-12053

Prepared for:

Dexter Dyer
Building Maintenance Manager
FULTON COUNTY GENERAL SERVICE
DEPT Quote Document Date: 07/05/23

Prepared by:

Omar Singh
Account Executive
Phone: (770) 514-5880 Mobile: (678) 858-3635
E-mail: omar.singh@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide all labor, materials, and supervision to perform the following scope of work:

1. The scheduling plan will be reviewed and discussed in the job kick-off meeting before the job starts.
2. Daikin Applied will ship Five (5) Daikin Rooftop Units to the rigging yard for storage and shipping to the site.
3. Provide crane, rigging, and lifting services to remove Five (5) existing Carrier units and place new units on the roof curb.
4. Perform lockout tag-out of natural gas service and electrical to RTU.
5. Provide labor to disconnect existing RTUs from the roof curb.
6. Provide labor to disconnect existing gas piping, fittings, and regulator for reuse.
7. Provide labor to disconnect existing electrical disconnect and connection supplying main power to each RTUs.
8. The customer is to provide access for the crane to set up in parking lot lifts to commence during regular working hours.
9. Provide necessary crane and rigging to remove Five (5) existing Carrier RTUs from the roof to the flatbed truck and remove them from the site for recycling.
10. Provide labor to dispose of existing units and refrigerant in EPA approved manner.
11. Provide and install Five (5) Daikin RTUs to match.
12. Attach new RTU to existing roof curbs.
13. Provide and install new condensate PVC drain piping out to existing PVC drains.
14. **Provide and Install the New Disconnect Switches (the old ones require replacement) and all necessary high voltage electrical wiring required to reconnect existing electrical to the new Daikin unit.**
15. Perform Daikin Factory startup.

Mechanical Equipment Installation.

Ten (5) Daikin packaged rooftop units, factory assembled and including the following features and accessories:

1. (Qty. 1) 3.0-ton rooftop unit
2. (Qty. 2) 5.0-ton rooftop units
3. (Qty. 1) 6.0-ton rooftop unit
4. (Qty. 1) 10.0-ton rooftop unit
5. 460V/60Hz/3Ph
6. Constant volume, single-speed control
7. Electromechanical temperature controls
8. Vertical supply/return
9. Factory run test before shipment
10. R-410A refrigerant
11. Single wall construction with foil-faced insulation and galvanized steel with powder coat finish exterior
12. Belt-driven supply fan; Dynamically trim balanced at the factory
13. *Direct driven – for 3-ton & 5-ton units*
14. Supply fan motor with thermal overload protection
15. Low-noise scroll compressors
16. Copper tube/aluminum fins evaporator and condenser coils
17. Single point power connection with power block and terminal board for low voltage control wiring.
18. Natural gas heater with aluminized steel heat exchanger
19. 2" filter rack with one set of throwaway filters

Warranty

1. **5-year** limited parts-only warranty.
2. **5-year** limited compressor parts-only warranty.
3. **20-year** limited heat exchanger parts-only warranty.
4. **Does not include troubleshooting or labor.**

Clarifications and Exclusions

1. The work will be performed during regular working hours, including the crane picks via the medical center parking lot for staging/mobilization.
2. Assume the supply and return air ductwork is adequately supported beneath the unit without additional support.
3. This proposal assumes that the existing gas regulator is in proper working condition with appropriate sizing for reuse.
4. This proposal assumes the reuse of the existing curb and flashing without modification.
5. This proposal assumes the reuse of existing duct smoke detectors, fire dampers, and duct drops. Alterations, changes, or replacements are excluded.
6. Building load calculations were not performed in the selection of replacement units. It is assumed that the existing unit was sized appropriately for the space use and occupancy of the building.
7. Building electrical service upgrades are excluded.
8. Temporary heating and cooling are excluded.
9. Identification and removal of hazardous waste or asbestos abatement are not included.
10. Any work associated with the Fire and Life Safety system is not included.

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$85,890.00 (Eighty-Five Thousand, Eight Hundred Ninety dollars and Zero cents)

**Price does not include applicable sales tax*

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of _____ ("**Effective Date**"), is made and entered into by and between FULTON COUNTY GENERAL SERVICE DEPT (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in **the Quote** No. Q-12053 Dated: 03/22/23 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 300 Edgewood Avenue Southeast Atlanta, GA 30312 (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in **the Quote** hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
7. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default**.
 1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination**. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.

1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner:

FULTON COUNTY GENERAL SERVICE DEPT
Attn: Dexter Dyer

300 Edgewood Avenue Southeast Atlanta, GA 30312

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
18. **Miscellaneous.**
 1. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 2. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

FULTON COUNTY GENERAL SERVICE DEPT
Dexter Dyer
300 Edgewood Avenue Southeast
Atlanta, GA 30312

CONTRACTOR:

Daikin Applied Americas

13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

PROJECT QUOTE



Fulton County Neighborhood Union Health Center - 10 RTU Replacement - OMNIA

Fulton County - Neighborhood Union Health Center
186 Sunset Avenue Northwest
Atlanta, GA 30314

Quote #: Q-12043

Prepared for:

Dexter Dyer
Building Maintenance Manager
FULTON COUNTY GENERAL SERVICE
DEPT Quote Document Date: 07/05/23

Prepared by:

Omar Singh
Account Executive
Phone: (770) 514-5880 Mobile: (678) 858-3635
E-mail: omar.singh@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied will provide all labor, materials, and supervision to perform the following scope of work:

1. The scheduling plan will be reviewed and discussed in the job kick-off meeting before the job starts.
2. Daikin Applied will ship (10) Daikin Rooftop Units to the rigging yard for storage and ship to the site.
3. Provide crane, rigging, and lifting services to remove Ten (10) existing Carrier units and place new units on the roof curb.
4. Perform lockout tag-out of natural gas service and electrical to RTU.
5. Provide labor to disconnect existing RTUs from the roof curb.
6. Provide labor to disconnect existing gas piping, fittings, and regulator for reuse.
7. Provide labor to disconnect existing electrical disconnect and connection supplying main power to each RTUs.
8. The customer is to provide access for the crane to set up in parking lot lifts to commence during regular working hours.
9. Provide necessary crane and rigging to remove Ten (10) existing Carrier RTUs from roof to flatbed truck and removal from site for recycling.
10. Provide labor to dispose of existing units and refrigerant in EPA approved manner.
11. Provide and install Ten (10) Daikin RTUs to match.
12. Attach new RTU to existing roof curbs.
13. Provide and install new condensate PVC drain piping out to existing PVC drains.
14. Provide and install the necessary high voltage electrical required to reconnect existing electrical to the new Daikin unit
15. Perform Daikin Factory startup.

Mechanical Equipment Installation.

Ten (10) Daikin packaged rooftop units, factory assembled and including the following features and accessories:

1. **(Qty. 1)** 3.0-ton rooftop unit
2. **(Qty. 2)** 4.0-ton rooftop units
3. **(Qty. 6)** 5.0-ton rooftop units
4. **(Qty. 1)** 7.5-ton rooftop unit
5. 208-230V/60Hz/3Ph.
6. Constant volume, single-speed control.
7. Electromechanical temperature controls.
8. Vertical supply/return.
9. Factory run test before shipment.
10. R-410A refrigerant.
11. Single wall construction with foil-faced insulation and galvanized steel with powder coat finish exterior.
12. Belt-driven supply fan; Dynamically trim balanced at the factory.
13. Direct driven – for 3-ton & 5-ton units.
14. Supply fan motor with thermal overload protection.
15. Low noise scroll compressors.
16. Copper tube/aluminum fins evaporator and condenser coils.
17. Single point power connection with power block and terminal board for low voltage control wiring.
18. Natural gas heater with aluminized steel heat exchanger.
19. 2" filter rack with one set of throwaway filters.

Warranty

1. **5-year** limited parts-only warranty.
2. **5-year** limited compressor parts-only warranty.
3. **20-year** limited heat exchanger parts only warranty.
4. ***Does not include troubleshooting or labor.***

Clarifications and Exclusions

1. All work is to be performed during regular working hours, including the crane pick via the medical center parking lot for staging/mobilization.
2. Assume the supply and return air ductwork is adequately supported beneath the unit without additional support.
3. This proposal assumes that the existing gas regulator is in proper working condition with appropriate sizing for reuse.
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5. This proposal assumes the reuse of existing duct smoke detectors, fire dampers, and duct drops. Alterations, changes, or replacements are excluded.
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7. Building electrical service upgrades are excluded.
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5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
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9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$124,714.05 (One Hundred Twenty-Four Thousand, Seven Hundred Fourteen dollars and Five cents)

**Price does not include applicable sales tax*

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of _____ ("**Effective Date**"), is made and entered into by and between FULTON COUNTY GENERAL SERVICE DEPT (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in **the Quote** No. Q-12043 Dated: 03/22/23 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 186 Sunset Avenue Northwest Atlanta, GA 30314 (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in **the Quote** hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
7. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default**.
 1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination**. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.

1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner:

FULTON COUNTY GENERAL SERVICE DEPT
Attn: Dexter Dyer

186 Sunset Avenue Northwest Atlanta, GA 30314

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
18. **Miscellaneous.**
 1. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 2. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

FULTON COUNTY GENERAL SERVICE DEPT
Dexter Dyer
186 Sunset Avenue Northwest
Atlanta, GA 30314

CONTRACTOR:

Daikin Applied Americas

13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

PROJECT QUOTE



Fulton County - Adamsville Health Center (2) Mini Split Installation

Fulton County Health Center
3700 Martin Luther King Jr Dr SW
Atlanta, GA 30331

Quote #: Q-14734

Prepared for:

Carlos Sutton
HVAC Trades Manager
FULTON COUNTY GENERAL SERVICE DEPT
Quote Document Date: 07/05/23

Prepared by:

Omar Singh
Account Executive
Phone: (770) 514-5880 Mobile: (678) 858-3635
E-mail: omar.singh@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Project Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin will provide labor and materials to perform the following.

- Schedule work with Carlos Sutton.
- Installation of (2) Daikin 1- Ton Mini Split AC. (Daikin installation standards)
- Mounting condensers and indoor units to customer specs/location.
- Pour new concrete pad for the (2) condenser units.
- Install (2) AC security cages around the condenser units.
- Installation includes Thermostats, Refrigerant Piping, and Condensate Pumps.
- Run refrigerant piping above the drop ceiling secured with piping straps to Indoor units.
- Provide and install new electrical breakers, conduit, control wire, and disconnect.
- Controls and supply wiring would be installed above the ceiling with approved strapping to secure.
- Perform vacuum and pressure testing to Daikin standards.
- Start system and run operational inspection, Factory Start-Up by Daikin Certified Technicians.
- Provide operation instructions to end-users.
- Check out with the site contact and provide a written report.

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$31,743.78

(Thirty-One Thousand, Seven Hundred Forty-Three dollars and Seventy-Eight cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of _____ ("**Effective Date**"), is made and entered into by and between FULTON COUNTY GENERAL SERVICE DEPT (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("**Subcontractors**") to provide labor and material, to perform the scope of work described in **the Quote** No. Q-14734 Dated: 06/07/23 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 3700 Martin Luther King Jr Dr SW Atlanta, GA 30331 (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in **the Quote** hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
7. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default**.
 1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
 2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination**. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.

1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner:

FULTON COUNTY GENERAL SERVICE DEPT
Attn: Carlos Sutton

3700 Martin Luther King Jr Dr SW Atlanta, GA 30331

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
18. **Miscellaneous.**
 1. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 2. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

FULTON COUNTY GENERAL SERVICE DEPT
Carlos Sutton
3700 Martin Luther King Jr Dr SW
Atlanta, GA 30331

CONTRACTOR:

Daikin Applied Americas

13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Performance Evaluation Details

ID	E3
Project	Boiler Inspection and Preventive Maintenance Services
Project Number	20ITB1008C-MH
Supplier	DAIKIN Applied
Supplier Project Contact	Joseph Williams (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/29/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/29/2023 11:02 AM EDT
Completion Date	08/29/2023 11:02 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Quality Goods/Services
During this review period, Daikin Applied Services has fully complied with all work plans. Their technicians are very knowledgeable and professional. Their communication with Fulton County Government DREAM personnel has been very detailed as it pertains to services rendered.

Score 90%

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Timelines of performance
Daikin on a whole has met key milestones per the contract and have proven to be a reliable entity. There were numerous occasions in which Daikin were called upon for their services and they delivered within an acceptable timetable and provided a resolution. Daikin has recently completed a critical project and upgraded the HVAC equipment at on our facilities and it went with minimal issues.

Score 85%

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Customer Satisfaction
Overall, when Daikin completed their contractual agreement we were satisfied. Daikin's staff provided on-site customer care visits to affirm the status of Fulton County satisfaction with their services. Again, their field technicians displayed a high level of professionalism and often went out their way by sending status reports on the weekends to ensure that DREAM's key personnel were updated on their progress reports.

Score 90%

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Business Relations
Daikin's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received on time and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

Score 90%

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Contractors Key Personnel
Daikin's Manager Mr. Joseph William and Supervisor Mr. Ryder Briggs with technicians continued to demonstrate a high degree of knowledge, experience, and expertise in this review period. It shows that their technicians have been very well trained and have many years working in the HVAC industry. They independently manage their contract with little to no supervision required by County staff and continue to respond promptly to any requests in a professional manner.

Score 90%

GENERAL COMMENTS
Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0772

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21ITBC130825C-MH, Plumbing Supplies and Related Items in the total amount of \$22,500.00 with (C) H D Supply Facilities Maintenance LTD FKA Home Depot Pro formerly Interline Brands (Jacksonville, FL) in the amount of \$3,750.00; (F) Total Maintenance Solutions South (Taylors, SC) in the amount of \$15,000.00 and (G) WW Grainger (Norcross, GA) in the amount of \$3,750.00, to provide plumbing supplies and related items for Fulton County facilities until year end. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This request is to increase spending authorities to provide plumbing supplies and related items on an “as-needed” basis for Fulton County facilities for the remainder of FY2023.

Scope of Work: These contracts provide all the necessary plumbing parts and supplies on an “as

needed” basis for the Department of Real Estate and Asset Management Maintenance staff to perform repair and maintenance services to the plumbing systems at all Fulton County facilities of north, south and downtown areas.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested increase in spending authority in the total amount of \$22,500.00 is over the expended FY2023 budget of \$98,794.78. The fixtures, pipes, and accessories used for maintenance and repair services in all County facilities will be provided as-needed through the year end with the funds requested.

Project Implications: These contracts provide all the necessary plumbing supplies and equipment needed to support the in-house Maintenance staff.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these spending authority increases are not approved, there will be delay in providing requisite plumbing parts, fittings, fixtures, pipes, and accessories used in maintenance and repair services to the plumbing systems in all County facilities.

Contract Modification

(C) HD Supply

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0766	10-6-21	\$31,022.48
1st Renewal	22-0601	9-7-22	\$35,676.31
Increase Spending Authority			\$3,750.00
Total Revised Amount			\$70,448.79

(G) Total Maintenance Solutions

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0766	10-6-21	\$240.75
1st Renewal	22-0601	9-7-22	\$276.86
Increase Spending Authority			\$15,000.00
Total Revised Amount			\$15,517.61

(G) WW Grainger

Current Contract History	BOC Item	Date	Dollar Amount
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Original Award Amount	21-0766	10-6-21	\$18,318.33
Increase Spending Authority No. 1	22-0535	8-3-22	\$6,000.00
1st Renewal	22-0601	9-7-22	\$21,066.07
Increase Spending Authority No. 2			\$3,750.00
Total Revised Amount			\$49,134.40

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$22,500.00****(C)**

Contract Value: \$3,750.00
Prime Vendor: HD Supply Facilities Maintenance, formally Interline Brands
Prime Status: Non-Minority
Location: Jacksonville, FL
County: Duval County
Prime Value: \$3,750.00 or 100.00%

Total Contract Value: \$3,750.00 or 100.00%**Total Certified Value: \$0.00 or 0.00%****(F)**

Contract Value: \$15,000.00
Prime Vendor: Total Maintenance Solutions South
Prime Status: Non-Minority
Location: Taylors, SC
County: Greenville County
Prime Value: \$15,000.00 or 100.00%

Total Contract Value: \$15,000.00 or 100.00%**Total Certified Value: \$0.00 or 0.00%****(G)**

Contract Value: \$3,750.00
Prime Vendor: WW Grainger
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$3,750.00 or 100.00%

Total Contract Value: \$3,750.00 or 100.00%**Total Certified Value: \$0.00 or 0.00%****Grand Contract Value: \$22,500.00 or 100.00%****Grand Certified Value: \$0.00 or 0.00%**

Exhibits Attached

Exhibit 1: Amendments No.1 to Form of Contracts

Exhibit 2: Contractors Performance Reports

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$86,000.00
Previous Adjustments: \$113,794.78
This Request: \$22,500.00
TOTAL: \$222,294.78

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies -
\$22,500.00

Key Contract Terms	
Start Date: Upon approval	End Date: 12/31/2023
Cost Adjustment: Yes	Renewal/Extension Terms: N

Agenda Item No.: 23-0772

Meeting Date: 11/1/2023

Overall Contractor Performance Rating:

(C) HD Supply	100
(F) Total Maintenance Solutions (TMS)	91
(G) W.W. Grainger, Inc.	100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **H D Supply Facilities Maintenance LTD FKA Home Depot Pro
formerly Interline Brands**

Contract No.: **21ITBC130825C-MH, Plumbing Supplies and Related Items**

Address: **701 San Marco Boulevard**
City, State **Jacksonville, FL 21773**

Telephone: **770-846-1193**

Email: **Paul_w_banks@homedepot.com**

Contact: **Paul Banks**
Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with H D Supply Facilities Maintenance LTD FKA Home Depot Pro to provide Plumbing Supplies and Related Items on an "as needed" basis for Fulton County facilities dated October 6, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to provide plumbing supplies and related items through December 31, 2023; 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 November 1, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 18th day of October, 2023, between the County and H D Supply Facilities Maintenance LTD FKA Home Depot Pro, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide Plumbing Supplies and Related Items on an "as needed" basis for Fulton County facilities until the end of FY2023.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$3,750.00, (Three Thousand Seven Hundred and Fifty Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 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

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONTRACTOR:

**HD Supply Facilities Maintenance
LTD FKA Home Depot Pro**

Paul Banks
Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING
--

ITEM#: _____ RM: _____ REGULAR MEETING
--

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Total Maintenance Solutions**

Contract No.: **21ITBC130825C-MH, Plumbing Supplies and Related Items**

Address: **4155 West Bellfort**
City, State **Houston, TX 77025**

Telephone: **770-846-1193**

Email: **Edith@TMSSouth.com**

Contact: **Fraser Tabb**
Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Total Maintenance Solutions to provide Plumbing Supplies and Related Items on an "as needed" basis for Fulton County facilities dated October 6, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to provide plumbing supplies and related items through December 31, 2023; 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 November 1, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 18th day of October, 2023, between the County and Total Maintenance Solutions who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide Plumbing Supplies and Related Items on an "as needed" basis for Fulton County facilities until the end of FY2023.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$15,000.00 (Fifteen Thousand Dollars).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. _1_ TO FORM OF CONTRACT:** Except as modified by this Amendment No. _1_ 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

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONTRACTOR:

**TOTAL MAINTENANCE
SOLUTIONS**

Fraser Tabb
Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **WW Grainger**

Contract No.: **21ITBC130825C-MH, Plumbing Supplies and Related Items**

Address: **1721 Marietta Blvd NW**
City, State **Atlanta, GA 30318**

Telephone: **6787131370**

Email: **jonetta.valree@grainger.com**

Contact: **Jonetta Valree**
Sr. Account Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with WW **Grainger** to provide Plumbing Supplies and Related Items on an "as needed" basis for Fulton County facilities dated October 6, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to provide plumbing supplies and related items through December 31, 2023; 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 November, 2023, BOC Item #23-.

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

This Amendment No. 2 to Form of Contract is effective as of the 18th day of October, 2023, between the County and WW Grainger, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide Plumbing Supplies and Related Items on an "as needed" basis for Fulton County facilities until the end of FY2023.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$3,750.00 (Three Thousand Seven Hundred Fifty Dollars).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 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. _2_ TO FORM OF CONTRACT:** Except as modified by this Amendment No. _2_ 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

CONTRACTOR:

WW GRAINGER

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

Jonetta Valree
Sr. Account Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING
--

ITEM#: _____ RM: _____ REGULAR MEETING
--

Performance Evaluation Details

ID	E5
Project	PLUMBING SUPPLIES AND RELATED ITEMS
Project Number	21ITBC130825C-MH
Supplier	Equiparts Corp
Supplier Project Contact	Courtney Scalzott (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 07:55 AM EDT
Completion Date	07/03/2023 07:55 AM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E6
Project	PLUMBING SUPPLIES AND RELATED ITEMS
Project Number	21ITBC130825C-MH
Supplier	INTERLINE BRANDS
Supplier Project Contact	Tareq Farhat (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 07:51 AM EDT
Completion Date	07/03/2023 07:51 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E5
Project	PLUMBING SUPPLIES AND RELATED ITEMS
Project Number	21ITBC130825C-MH
Supplier	South K&A Specialty Parts
Supplier Project Contact	James E Bass (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 08:02 AM EDT
Completion Date	07/03/2023 08:02 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E5
Project	PLUMBING SUPPLIES AND RELATED ITEMS
Project Number	21ITBC130825C-MH
Supplier	Tiles in Style DBA Taza Supplies
Supplier Project Contact	Mariam Ezzy (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 07:52 AM EDT
Completion Date	07/03/2023 07:52 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E5
Project	PLUMBING SUPPLIES AND RELATED ITEMS
Project Number	21ITBC130825C-MH
Supplier	Total Maintenance Solutions South
Supplier Project Contact	Fraser Tabb (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 08:01 AM EDT
Completion Date	07/03/2023 08:01 AM EDT
Evaluation Score	91

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E5
Project	PLUMBING SUPPLIES AND RELATED ITEMS
Project Number	21ITBC130825C-MH
Supplier	WW Grainger
Supplier Project Contact	Jonetta Valree (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 07:49 AM EDT
Completion Date	07/03/2023 07:49 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0773

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21ITB131067C-GS, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide in an amount not to exceed \$57,464.00 with Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc. (Atlanta, GA) to cover the costs to complete the on-going replacement/emergency repair projects for on-site door repair services at several Fulton County facilities for FY2023. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This request is to increase spending authority to cover the costs for some of the on-going replacement and emergency repair projects for on-site door repair services at several identified Fulton County facilities for FY2023.

Scope of Work: This contract furnishes all materials, labor, tools, equipment, and appurtenances

necessary to provide on-site door repair and preventive and predictive maintenance services Countywide. The scope of work includes inspection and repair of doors and mountings, wind locks, guides weather stripping, counterbalance and to inspect all pivot points, hinges latches, center roller supports and maintenance repair and replacement on a case-by case basis. Preventive and/or Predictive Maintenance (PM) checks include, but are not limited to:

- Visual and Audible Inspection
- Operations Check
- Roll-Up doors: Manual and Power Operated
- Swing Doors, ADA equipped Doors and Main Entrance
- Gates with Secured Access
- Fire doors and Fire Curtains
- Maintenance Services on Electromagnetic Devices when Necessary
- Repair and Replacement on Case-by-Case Basis

The Costs Breakdown for these identified Fulton County facilities:

Greater Fulton Area (5220):

	County Facility	Project Description	Project Cost
1	Central Maintenance Facility	Remove, furnish, and install new one (1) Concrete Pad for new Operator Front Entrance Gate	\$11,631.00
		Remove, furnish, and install one (1) new 610 Series Existing Rolling Steel Door	\$12,856.00
2	Sheriff Fleet Division Warehouse	Remove and replace two (2) Front and Side Entrance Doors	\$8,235.00
4	Washington Park Library	Furnish and install one (1) Custom Sized Piece of Insulated Glass at Front Entrance	\$7,990.00
5	College Park Library	Furnish and install three (3) SOC HD Cap Screw	\$1,050.00
	Increase Total		\$41,762.00

Central Fulton Area (5221):

	County Facility	Project Description	Project Cost
1	Fulton County Jail Complex	Repair Small Sally Port Entrance & Exit	\$4,917.00

2	Front Main H & H Building	Furnish and install two (2) Rodent Proof Door Sweeps and one (1) Vertical Door Seal	\$1,475.00
4	Government Center Tower Building	Furnish and install two (2) Closers and three (3) Bail Bearing Hinges	\$2,810.00
5	Government Center Assembly Building	Furnish and install one (1) Overhead Concealed Closer with Special Spindle	\$6,500.00
	Increase Total		\$15,702.00

Community Impact: This contract impacts the community in having the ability to provide on-site doors repairs and maintenance services on Countywide facilities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested increase in the total amount of \$57,464.00 will allow the completion of remaining on-going replacement/emergency repair projects and enough spending authority to cover the cost for PM services for the remainder of FY2023. We have almost exhausted D. H. Pace Company, Inc. approved spending authority (\$150,000.00) for FY2023, and this is not sufficient to maintain and to provide on-site door repair and preventive and predictive maintenance services Countywide.

The project management is coordinated by the Department of Real Estate and Asset Management Building Maintenance Teams from Greater (5220) and Central (5221) Fulton.

Project Implications: This contract ensures safety and security of employees and citizens. In many cases structural integrity of facilities will be compromised leading to vandalism and theft in County-owned facilities. Not having a professional contractor could also result in the County's failure to comply with Federal ADA requirements.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this increase spending authority is not approved, there will be a delay in completing the on-going maintenance and door replacement/repair projects, and regular routine preventive maintenance repairs for the remainder of FY2023.

Contract Modification

(A) Overhead Door Company of Atlanta dba D. H. Pace Company, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0057	1/19/22	\$170,000.00
Increase Spending Authority No. 1	22-0743	10/5/22	\$30,000.00

1st Renewal	22-0731	10/5/22	\$150,000.00
Increase Spending Authority No. 2			\$57,464.00
Total Revised Amount			\$407,464.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$57,464.00**Prime Vendor:** Overhead Door Company of Atlanta dba D.H. Pace Company, Inc.**Prime Status:** Non-Minority**Location:** Atlanta, GA**County:** Fulton County**Prime Value:** \$57,464.00 or 100.00%**Total Contract Value:** \$57,464.00 or 100.00%**Total Certified Value:** \$0.00 or 0.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: Cost Proposals

Exhibit 3: Contractor's Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$170,000.00

Previous Adjustments: \$180,000.00

This Request: \$57,464.00

TOTAL: \$407,464.00

Grant Information SummaryAmount Requested: ☐ CashMatch Required: ☐ In-Kind

Agenda Item No.: 23-0773

Meeting Date: 11/1/2023

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance - \$ 41,762.00

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance - \$ 15,702.00

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc.**

Contract No. **21ITB131067C-GS, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide (A)**

Address: **5105 Avalon Ridge Parkway**
City, State **Peachtree Corners, GA 30071**

Telephone: **(404) 872-3667**

E-mail: jeff.allen@dhpac.com

Contact: **Jeff Allen**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Overhead Door Company of Atlanta dba D.H. Pace Company, Inc., to provide On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide, dated 1st day of January 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to cover the costs to complete the on-going replacement/emergency repair projects at several identified Fulton County facilities through December 31, 2023; 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 November 1, 2023, BOC Items #23-.

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

This Amendment No. 2 to Form of Contract is effective as of the 18th day of October 2023, between the County and Overhead Door Company of Atlanta, dba D.H. Pace Company, **Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to complete the on-going replacement/emergency repair projects at several identified Fulton County facilities for FY2023.

The Costs Breakdown at these identified Fulton County facilities:

Greater Fulton Area (5220):

	County Facility	Project Description	Project Cost
1	Central Maintenance Facility	Remove, furnish, and install new one (1) Concrete Pad for new Operator Front Entrance Gate	\$11,631.00
		Remove, furnish, and install one (1) new 610 Series Existing Rolling Steel Door	\$12,856.00
2	Sheriff Fleet Division Warehouse	Remove and replace two (2) Front and Side Entrance Doors	\$8,235.00
4	Washington Park Library	Furnish and install one (1) Custom Sized Piece of Insulated Glass at Front Entrance	\$7,990.00
5	College Park Library	Furnish and install three (3) SOC HD Cap Screw	\$1,050.00
	Increase Total		\$41,762.00

Central Fulton Area (5221)

	County Facility	Project Description	Project Cost
1	Fulton County Jail Complex	Repair Small Sally Port Entrance & Exit	\$4,917.00
2	Front Main H & H Building	Furnish and install two (2) Rodent Proof Door Sweeps and one (1) Vertical Door Seal	\$1,475.00
4	Government Center Tower Building	Furnish and install two (2) Closers and three (3) Bail Bearing Hinges	\$2,810.00
5	Government Center Assembly Building	Furnish and install one (1) Overhead Concealed Closer with Special Spindle	\$6,500.00
	Increase Total		\$15,702.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$57,464.00 (Fifty-Seven Thousand Four Hundred Sixty-Four Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 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. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 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:

**OVERHEAD DOOR COMPANY
OF ATLANTA DBA DH PACE
COMPANY, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Jeff Allen,
Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

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 Asset
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Overhead Door Co. of Atlanta

A Division of D.H. Pace Co.
5105 Avalon Ridge Parkway NW
Peachtree COrners, GA 30071

Casey Patten
Office: 404-872-3667
Email: Casey.Patten@DHPace.com

The Genuine. The Original.



Proposal #: CLP-118541

PROPOSAL SUBMITTED TO: Fulton County General Services			Date 8/21/2023	Attention
STREET 141 Pryor Street, Suit G119			Job Name Fulton County Jail Complex	
City Atlanta	State GA	ZipCode 30303	Job Location 901 Rice Street, Atlanta, GA 30318	
Phone Number 404-612-7600	Fax Number		Job Phone 404-906-7821	

OHD Scope of Work:

Small Sally Port Entrance & Exit:

- Disconnect faulty operator from existing wiring.
- Take down and haul away faulty operator.
- Install new operator.
- Connect new operator to existing wiring.
- Install and wire new photo eyes.
- Set operator limits.
- Cycle door for proper operation.

OHD to provide lift equipment

Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

****QUOTED PRICE DOES NOT INCLUDE CURRENT CHARGES****

Quoted assuming that existing doors are functional, any material or labor to repair or replace anything not specifically listed above will be quoted separately.

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.

All applicable taxes, labor, and material included in price. Please allow 2-4 weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM-5PM. Standard warranty 90 days on parts, 30 days on labor.

We hereby propose to complete in accordance with above specification, for the sum of:

Four Thousand Nine Hundred Seventeen Dollars and No Cents

\$4,917.00

Signature

Pricing Coordinator

Direct Dial: 404-222-2806

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Overhead Door Company
of Atlanta™
A **DH**PACE Company
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071
404-872-3667
OverheadDoorAtlanta.com

Overhead Door Company
of Greater Hall County™
A **DH**PACE Company
2445 Hilton Drive, Unit #115
Gainesville, GA 30501
770-535-1009
OverheadDoorGreaterHallCounty.com

Overhead Door Company
of Northeast Georgia™
A **DH**PACE Company
190 Ben Burton Rd, Suite E
Bogart, GA 30622
706-543-3667
OverheadDoorNortheastGA.com

PROPOSAL

Order # 245451
Quote Name Roof from 533063
Requested By Nair, Vijaya
Estimator Christian Wilson

Date 08-07-2023

SOLD TO Fulton County General Services
141 Pryor Street, Suite G119
Do 520 0208230000000000164
Atlanta, GA 30303

PROJECT Government Center Tower Bldg
141 Pryor St
Atlanta, GA 30303

We propose to furnish and install (2) Closers and (3) Ball Bearing Hinges. This is two man work.

Pricing includes prior charges incurred from initial service, all material, labor, and any applicable taxes. Please allow 5 to 10 business days from receipt of signed proposal or issue of PO to order products, receive and schedule installation of the above work. Installation to be performed during regular business hours 8-5 M-F.

Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below.

Door ID

Option Total	2,810.00
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Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers, as outlined above. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. Final pricing will be determined at the time the order is released for fabrication, if not released within date range noted below

Total [USD]	2,810.00
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The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

PROPOSAL - SELLER

ACCEPTANCE - BUYER

Christian Wilson

08-07-2023

Name

Date

Name

Date

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Overhead Door Company
of Atlanta™
A **DH**PACE Company
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071
404-872-3667
OverheadDoorAtlanta.com

Overhead Door Company
of Greater Hall County™
A **DH**PACE Company
2445 Hilton Drive, Unit #115
Gainesville, GA 30501
770-535-1009
OverheadDoorGreaterHallCounty.com

Overhead Door Company
of Northeast Georgia™
A **DH**PACE Company
190 Ben Burton Rd, Suite E
Bogart, GA 30622
706-543-3667
OverheadDoorNortheastGA.com

PROPOSAL

Order # 246628
Quote Name Front Main H&H Bldg from 533294
Requested By Nair, Vijaya
Estimator Christian Wilson

Date 08-28-2023

SOLD TO Fulton County General Services
141 Pryor Street, Suite G119
Do 520 0208230000000000164
Atlanta, GA 30303

PROJECT 82 Peachtree Building On 115
115 Martin Luther King Dr
Atlanta, GA 30303

We propose to furnish and install (2) Rodent Proof Door Sweeps and (1) Vertical Door Seal.

Pricing includes prior charges incurred from initial service, all material, labor, and any applicable taxes. Please allow 5 to 10 business days from receipt of signed proposal or issue of PO to order products, receive and schedule installation of the above work. Installation to be performed during regular business hours 8-5 M-F.

Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below.

Door ID

Option Total	1,475.00
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Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers, as outlined above. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. Final pricing will be determined at the time the order is released for fabrication, if not released within date range noted below

Total [USD]	1,475.00
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The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

PROPOSAL - SELLER

Christian Wilson

Name

08-28-2023

Date

ACCEPTANCE - BUYER

Name

Date

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Overhead Door Company
of Atlanta™
A DH PACE Company
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071
404-872-3667
OverheadDoorAtlanta.com

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A DH PACE Company
2445 Hilton Drive, Unit #115
Gainesville, GA 30501
770-535-1009
OverheadDoorGreaterHallCounty.com

Overhead Door Company
of Northeast Georgia™
A DH PACE Company
190 Ben Burton Rd, Suite E
Bogart, GA 30622
706-543-3667
OverheadDoorNortheastGA.com

PROPOSAL

Order # 246780
Quote Name Two Doors from 533293
Requested By Nair, Vijaya
Estimator Christian Wilson

Date 08-31-2023

SOLD TO Fulton County General Services
141 Pryor Street, Suite G119
Do 520 0208230000000000164
Atlanta, GA 30303

PROJECT Government Cnter Assembly Bldg
141 Pryor St
Atlanta, GA 30303

Tax Commission Office

We propose to furnish and install (1) Overhead Concealed Closer with Special Spindle. This is two man work.

\$4,365.00

Registration and Election Office

We propose to furnish and install (2) 1/2" Spindles and (2) 5/8" Spindles to lower doors and keep them from rubbing the ceiling. This is two man work.

*DOOR IS UNDER PRESSURE AND RISK OF HERCULITE GLASS BREAKING

\$2,135.00

Pricing includes prior charges incurred from initial service, all material, labor, and any applicable taxes. Please allow 5 to 10 business days from receipt of signed proposal or issue of PO to order products, receive and schedule installation of the above work. Installation to be performed during regular business hours 8-5 M-F.

Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below.

Door ID

Option Total	6,500.00
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of Atlanta™
A DH PACE Company
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071
404-872-3667
OverheadDoorAtlanta.com

Overhead Door Company
of Greater Hall County™
A DH PACE Company
2445 Hilton Drive, Unit #115
Gainesville, GA 30501
770-535-1009
OverheadDoorGreaterHallCounty.com

Overhead Door Company
of Northeast Georgia™
A DH PACE Company
190 Ben Burton Rd, Suite E
Bogart, GA 30622
706-543-3667
OverheadDoorNortheastGA.com

PROPOSAL

Order # 247840
Quote Name Front Entry from 533730
Requested By Ent, Patrick
Estimator Christian Wilson

Date 09-21-2023

SOLD TO Fulton County General Services
141 Pryor Street, Suite G119
Do 520 0208230000000000164
Atlanta, GA 30303

PROJECT Washington Park Library
1116 Mlk Jr Drive
Atlanta, GA 30314

We propose to furnish and install (1) Custom Sized Piece of Insulated Glass.
This is two man work.

Pricing includes prior charges incurred from initial service, all material, labor, and any applicable taxes. Please allow 5 to 10 business days from receipt of signed proposal or issue of PO to order products, receive and schedule installation of the above work. Installation to be performed during regular business hours 8-5 M-F.

Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below.

Door ID

Option Total	7,990.00
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Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers, as outlined above. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. Final pricing will be determined at the time the order is released for fabrication, if not released within date range noted below

Total [USD]	7,990.00
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The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

PROPOSAL - SELLER

Christian Wilson

Name

09-21-2023

Date

ACCEPTANCE - BUYER

Name

Date

TERMS AND CONDITIONS

NOTICE. Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.

Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID - 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.

Terms. The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

The Genuine. The Original.



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Overhead Door Company
of Northeast Georgia™
A **DH**PACE Company
190 Ben Burton Rd, Suite E
Bogart, GA 30622
706-543-3667
OverheadDoorNortheastGA.com

PROPOSAL

Order # 247959
Quote Name Front Main Int from 533817
Requested By Ent, Patrick
Estimator Christian Wilson

Date 09-25-2023

SOLD TO Fulton County General Services
141 Pryor Street, Suite G119
Do 520 0208230000000000164
Atlanta, GA 30303

PROJECT College Park Library
3647 Main St
College Park, GA 30337

We propose to furnish and install (3) SOC HD Cap Screws.

*Door is working, needs screws for pivot set to make door AAADM compliant.

Pricing includes prior charges incurred from initial service, all material, labor, and any applicable taxes. Please allow 5 to 10 business days from receipt of signed proposal or issue of PO to order products, receive and schedule installation of the above work. Installation to be performed during regular business hours 8-5 M-F.

Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below.

Door ID

Option Total	1,050.00
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Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers, as outlined above. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. Final pricing will be determined at the time the order is released for fabrication, if not released within date range noted below

Total [USD]	1,050.00
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The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

PROPOSAL - SELLER

ACCEPTANCE - BUYER

Christian Wilson

09-25-2023

Name

Date

Name

Date

TERMS AND CONDITIONS

NOTICE. Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.

Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID - 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.

Terms. The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

Overhead Door Co. of Atlanta

a division of D.H. Pace Co.
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071

Jordan Fisher, Key Account Manager
(404) 872-3667 Office
(615) 946-1735 Cell
(615) 865-9678 Fax
Jordan.Fisher@dhpac.com

The Genuine. The Original.



Proposal #: JF-118572

PROPOSAL SUBMITTED TO: Fulton County DREAM			Date 8/22/2023	Attention Patrick Ent
STREET			Job Name Front Entrance - Side Door Replacement	
City	State	ZipCode	Job Location Atlanta, GA Sheriff Fleet Division Warehouse	
Phone Number	Fax Number		Job Phone	

OHD Scope of Work:

At Existing Entrance Door:

- Take down and haul away existing door and hardware.
- Furnish and Install hollow metal door into existing opening on full mortise continuous hinge.
- Door to come with narrow lite kit and 1/4 clear tempered glass.
- Hardware to consist of Von Duprin 99 rim panic, HES electric strike, reconnect wires from mag lock, LCN closer, bottom brush sweep, interior kickplate, and perimeter weather seal kit.
- Door to come in prime finish, painting done by others.
- OHD not responsible for access control wiring.

At Existing Side Door:

- Take down and haul away existing door and hardware. Set aside hinge and panic bar for customer.
- Furnish and Install hollow metal door into existing opening on full mortise continuous hinge.
- Hardware to consist of Von Duprin 22 rim panic, LCN closer, bottom brush sweep, interior kickplate, and perimeter weather seal kit.
- Door to come in prime finish, painting done by others.

PROPOSAL TO INCLUDE THE FOLLOWING:

Exclusions:

- Permitting
- Engineering
- Removal of obstructions: (utilities, structural components, bollards, etc)

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect."

All applicable taxes, labor, and material included in price. Please allow weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

Eight Thousand Two Hundred Thirty Five Dollars and No Cents

\$8,235.00

Signature

Jordan Fisher, Key Account Manager

Direct Dial: (678) 410-6873

TERMS AND CONDITIONS

Payment to be made as follows: A/R Upon Approval

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Overhead Door Co. of Atlanta

a division of D.H. Pace Co.
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071

Jordan Fisher, Key Account Manager
(404) 872-3667 Office
(615) 946-1735 Cell
(615) 865-9678 Fax
Jordan.Fisher@dhpac.com

The Genuine. The Original.



Proposal #: JF-118800

PROPOSAL SUBMITTED TO: Fulton County DREAM			Date 9/1/2023	Attention Patrick Ent
STREET			Job Name Front Entrance Gate Operator Replacement	
City	State	ZipCode	Job Location Atlanta, GA Central Maintenance Facility	
Phone Number	Fax Number		Job Phone	

OHD Scope of Work:

At Existing Entrance Gate Operator:

- Disconnect existing gate and haul away.
- OHD to install new concrete pad for new gate operator.
- Furnish and Install new Door King 9150 onto new concrete pad.
- Connect existing electrical and controls.
- Furnish and Install 1) front omron for safety.
- Install new stainless steel chain and test cycle for proper operation.

PROPOSAL TO INCLUDE THE FOLLOWING:

Exclusions:

- Permitting
- Engineering
- Removal of obstructions: (utilities, structural components, bollards, etc)

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect."

All applicable taxes, labor, and material included in price. Please allow weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

Eleven Thousand Six Hundred Thirty One Dollars and No Cents

11,631.00

Signature

Jordan Fisher, Key Account Manager

Direct Dial: (678) 410-6873

TERMS AND CONDITIONS

Payment to be made as follows: A/R Upon Approval

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Overhead Door Co. of Atlanta

a division of D.H. Pace Co.
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071

Jordan Fisher, Key Account Manager
(404) 872-3667 Office
(615) 946-1735 Cell
(615) 865-9678 Fax
Jordan.Fisher@dhpac.com

The Genuine. The Original.



Proposal #: JF-108890

PROPOSAL SUBMITTED TO: Fulton County DREAM			Date 9/25/2023	Attention Patrick Ent
STREET			Job Name Central Maintenance - Parts and Recieving Door	
City	State	ZipCode	Job Location	
Phone Number	Fax Number		Job Phone	

OHD Scope of Work:

At Existing Rolling Steel Door:

- Take down and haul away existing door and operator.
- Furnish and Install new 610 series rolling steel door into existing opening.
- Door to come with flat slats.
- Door to come with 1/2 RHX Operator with standard three button push station.
- Connect to existing customer power.
- Need to confirm phasing and voltage before ordering.

OHD to provide forklift for duration of install.

PROPOSAL TO INCLUDE THE FOLLOWING:

Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.

Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID - 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.

***Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This

quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below***

All applicable taxes, labor, and material included in price. Please allow 1-3 weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

Twelve Thousand Eight Hundred Fifty Six Dollars and No Cents

\$12,856.00

Signature

Jordan Fisher, Key Account Manager

Direct Dial: (678) 410-6873

TERMS AND CONDITIONS

Payment to be made as follows: A/R Upon Credit Approval

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Performance Evaluation Details

ID	E5
Project	On-Site Door Repair and Overhead Door Preventive Predictive Maintenance
Project Number	21ITB131067C-GS
Supplier	DH Pace Company, Inc.
Supplier Project Contact	Jordan Fisher (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/04/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/04/2023 04:32 PM EDT
Completion Date	07/04/2023 04:32 PM EDT
Evaluation Score	79

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

The vendor provided goods and services of good quality. Technicians employed by the vendor were experienced. Work was carried out as required in the specifications or in compliance with industry standards. There has been no quality problems during the review period.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Vendor's performance was generally honoring the schedules in the work order or service calls. However, there were delays in delivery which affected some planned maintenance or capital investment projects. Example: Replacement/upgrade of doors recommended by the Police Department for Government Center. Vendor needs to improve upon this.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The vendor has been very responsive to requests for services. Received excellent and very effective response, to emergency calls. Vendor cooperated with County's requirement of completing services and submitting invoices, within deadlines.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Parts and Services delivered by the vendor met user quality expectations and specifications most of the time. Vendor has an Accounts Manager dedicated to Fulton County and he made the communications very effective and minimized the response time in many service calls.

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

Vendor's prices were considered high compared with prices paid for similar services to other contractors, but this was matched by quality of work. Invoices submitted were timely. No corrections to individual invoices were necessary during the review period but there have been some instances of duplicate or double invoicing. Vendor needs to look into this matter.

GENERAL COMMENTS

Comments

Vendor is reliable as far as quality of work and ability to respond to diverse requirements. Suggest retaining the contract.

Performance Evaluation Details

ID	E5
Project	On-Site Door Repair and Overhead Door Preventive Predictive Maintenance
Project Number	21ITB131067C-GS
Supplier	Piedmont Door Solutions
Supplier Project Contact	Jim Adams (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/04/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/04/2023 05:07 PM EDT
Completion Date	07/04/2023 05:07 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

The vendor provided goods and services of good quality. Technicians employed by the vendor were trained and the work met requirements in specifications and code. There have been no quality problems during the review period. Vendor does not work on rollup doors and doors/gates used for vehicular traffic. That is a limitation.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Vendor's performance generally complied with schedules agreed upon, at the time of assignment of job or against work order/service call. There has been no serious delays in normal maintenance work or deliveries, during this review period.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The vendor has been very responsive to requests for services. Received excellent and timely response, for ordinary and emergency calls made on a weekend, from vendor's service organization. The Account Manager helped Fulton County track the work and invoices.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Services met user quality expectations most of the time and met specifications. Vendor's dedicated Account Manager made the communications very effective and eliminated the need for multiple channels of communication.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

There have been no contract-pricing issues. There was one occasion where the vendor sent invoices after working on a wrong object. This invoice was later cancelled as requested by Fulton County. Other than that, the invoices were accurate and in time.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0774

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITBC132961C-MH, HVAC Equipment and Parts in the total amount of \$7,500.00 with: (A) F. M. Shelton, Inc. (Atlanta, GA) in the amount of \$3,750.00; and (B) HD Supply Facilities Maintenance, LTD FKA Home Depot Pro (Jacksonville, FL) in the amount of \$3,750.00, to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities until year end. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: The Department of Real Estate and Asset Management request approval to increase spending authority to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities for the remainder of FY2023.

Scope of Work: These contracts provide HVAC manufacturer equipment and replacement parts and supplies on an as-needed basis for the Department of Real Estate and Asset Management

Maintenance staff to perform repair and maintenance services to the HVAC systems at all Fulton County facilities. The contracts provide support for the heating and air conditioning staff to perform required maintenance, diagnostic testing and repairs on approximately 1,000 existing air conditioning systems ranging from 10,000 to 25,000 BTUs throughout the County.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The current authority is not able to support the current requirements.

Project Implications: These contracts provide all the necessary HVAC equipment and parts needed to support the in-house HVAC maintenance staff.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these increases in spending authority are not approved, the Department will not have the abilities to provide HVAC equipment and parts to the in-house HVAC maintenance staff for county-wide repair services needed.

Contract Modification

(A) F.M. Shelton, Inc.

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	22-0244	4/13/22	\$43,750.00
1 st Renewal	22-0708	10/5/22	\$50,312.50
Increase Spending Authority			\$3,750.00
Total Revised Amount			\$97,812.50

(B) HD Supply Facilities Maintenance

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	22-0244	4/13/22	\$26,250.00
1 st Renewal	22-0708	10/5/22	\$30,187.50
Increase Spending Authority			\$3,750.00
Total Revised Amount			\$60,187.50

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$7,500.00

(A)

Contract Value: \$3,750.00
Prime Vendor: F.M. Shelton, Inc.
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$3,750.00 or 100.00%
Subcontractor: None

Total Contract Value: \$3,750.00 or 100.00%
Total Certified Value: \$3,750.00 or 100.00%

(B)

Contract Value: \$3,750.00
Prime Vendor: HD Supply Facilities Maintenance, LTD FKA Home Depot Pro
Prime Status: Non-Minority
Location: Jacksonville, FL
County: Duval County
Prime Value: \$3,750.00 or 100%
Subcontractor: None

Total Contract Value: \$3,750.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$7,500.00 or 100.00%
Grand Certified Value: \$3,750.00 or 50.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contracts
Exhibit 2: Contractor's Performance Reports

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$70,000.00

Agenda Item No.: 23-0774

Meeting Date: 11/1/2023

Previous Adjustments: \$80,500.00
This Request: \$7,500.00
TOTAL: \$158,000.00

Grant Information Summary

Amount Requested: [Click here to enter text.](#) ☐ Cash
Match Required: [Click here to enter text.](#) ☐ In-Kind
Start Date: [Click here to enter text.](#) ☐ Approval to Award
End Date: [Click here to enter text.](#) ☐ Apply & Accept
Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies- \$7,500.

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: N

Overall Contractor Performance Rating:

(A) F. M. Shelton 97
(B) HD Supply 100

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2023
Report Period End: 6/30/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **F. M. Shelton, Inc.**

Contract No.: **22ITBC132961C-MH, HVAC Equipment and Parts**

Address: **972 Donnelly Ave SW, Suite 2**
City, State **Atlanta, GA 30310**

Telephone: **404-755-9448**

Email: **fawn@fmshelton.com**

Contact: **Fawn M. Shelton**
Owner

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **F. M. Shelton, Inc.** to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities dated April 13, 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this amendment is for the approving of increase spending authority to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities until the end of FY2023; 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 November 1, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of November, 2023, between the County and F. M. Shelton, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities until the end of FY2023.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$3,750.00, (Three Thousand Seven Hundred Fifty Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. _1_ TO FORM OF CONTRACT:** Except as modified by this Amendment No. _1_ 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/CONTRACTOR:

F. M. SHELTON, INC.

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Fawn M. Shelton
Owner

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

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 & Asset
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING
--

ITEM#: _____ RM: _____ REGULAR MEETING
--

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **H D Supply Facilities Maintenance LTD FKA Home Depot Pro**

Contract No.: **22ITBC132961C-MH, HVAC Equipment and Parts**

Address: **701 San Marco Boulevard**
City, State **Jacksonville, FL 21773**

Telephone: **770-846-1193**

Email: **Paul_w_banks@homedepot.com**

Contact: **Paul Banks**
Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **H D Supply Facilities Maintenance LTD FKA Home Depot Pro** to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities dated April 13, 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this amendment is for the approving of increase spending authority to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities until the end of FY2023; 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 October 18, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of November, 2023, between the County and H D Supply Facilities Maintenance LTD FKA Home Depot Pro, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities until the end of FY2023.

2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor for a total amount not to exceed \$3,750.00, (Three Thousand Seven Hundred Fifty Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. _1_ TO FORM OF CONTRACT:** Except as modified by this Amendment No. _1_ 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

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT/CONTRACTOR:

HD Supply Facilities Maintenance
LTD FKA Home Depot Pro

Paul Banks
Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E5
Project	HVAC Equipment and Parts
Project Number	22ITBC132961C-MH
Supplier	F.M. Shelton Inc
Supplier Project Contact	Cynthia R Kendrick (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 07:45 AM EDT
Completion Date	07/03/2023 07:45 AM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E5
Project	HVAC Equipment and Parts
Project Number	22ITBC132961C-MH
Supplier	home depot pro
Supplier Project Contact	Paul Banks (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/03/2023
Evaluation Type	Formal
Interview Date	07/03/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/03/2023 08:04 AM EDT
Completion Date	07/03/2023 08:04 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0775

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in an amount not to exceed \$7,500.00 with (A) E. Sam Jones - Distributor, Inc. (Atlanta, GA) in an amount not to exceed \$3,750.00, (B) Voss Electric Company (Marietta, GA) in an amount not to exceed \$3,750.00, to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County facilities and parking lots through December 31, 2023. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This request is to increase spending authorities to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis at Fulton County facilities and parking lots.

The increase in spending authority is being requested to allow the Department of Real Estate and Asset Management (DREAM) to purchase additional supplies for needed repairs in the Justice Center Complex.

Scope of Work: These contracts furnish all the necessary ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for DREAM staff that's responsible for routine repairs and preventive maintenance. They also provide referenced equipment to ongoing DREAM retrofit projects that upgrade florescent bulbs/ballasts to more costly LED components (which include, drivers and engines) for Fulton County facilities and parking lots.

Community Impact: This impacts the ability to ensure all County facilities are well lighted.

Department Recommendation: DREAM recommends approval to increase spending authorities to cover the costs for ballasts, lamps, lens, lighting supplies and related items used in all Fulton County facilities and parking lots until the end of FY2023 to ensure adequate lighting.

Historical Expenditures:

FY2023: The County expenditures as of 10/3/2023, \$84,059.26

FY2022: The County spent \$111,119.88

FY2021: The County spent \$78,076.38

FY2020: The County spent \$68,290.00

FY2019: The County spent \$81,970.00

FY2018: The County spent \$124,896.00

Project Implications: These contracts provide all the necessary ballasts, lamps, light fixtures, and related supplies on an-as needed basis for DREAM's maintenance staff that are responsible for maintaining Fulton County facilities and parking lots. Failure to provide the necessary materials will result in delays of repairs that require immediate attention as well as routine maintenance services.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If these contracts are not approved, the Department will not be able to provide ballasts, lamps, light fixtures, and related supplies to the DREAM in-house maintenance staff for routine maintenance services Countywide.

Contract Modification

(A) E. Sam Jones - Distributor, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0876	11-16-22	\$47,000.00
Increase Spending Authority			\$3,750.00
Total Revised Amount			\$50,750.00

(B) Voss Electric Company

Current Contract History	BOC Item	Date	Dollar Amount
--------------------------	----------	------	---------------

Original Award Amount	22-0876	11-16-22	\$23,000.00
Increase Spending Authority			\$3,750.00
Total Revised Amount			\$26.750.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Total Contract Value: \$7,500.00****(A)**

Contract Value: \$3,750.00
Prime Vendor: E. Sam Jones - Distributor, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$3,750.00 or 100.00%
Subcontractor: None

Total Contract Value: \$3,750.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(B)

Contract Value: \$3,750.00
Prime Vendor: Voss Electric Company
Prime Status: Non-Minority
Location: Marietta, GA
County: Cobb County
Prime Value: \$3,750.00 or 100.00%
Subcontractor: None

Total Contract Value: \$3,750.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$7,500.00 or 100.00%
Grand Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contracts
Exhibit 2: Contractor's Performance Reports

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$100,000.00
Previous Adjustments: \$0.00
This Request: \$7,500.00
TOTAL: 107,500.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies-
\$7,500.00

Key Contract Terms	
Start Date: 1/1/1931	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: 2 Renewal options remain

Overall Contractor Performance Rating:

(A) E. Sam Jones 100
(B) Voss Electric 100

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 23-0775

Meeting Date: 11/1/2023

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **E SAM JONES DISTRIBUTOR**

Contract No.: **22ITBC135037C-GS (A), Ballasts, Lamps, Light Fixtures and Related Supplies**

Address: **4898 S Atlanta Road**
City, State **Atlanta, GA 30339**

Telephone: **404-307-8504**

Email: **rlagod@esamjones.com**

Contact: **Randy Lagod**
Sales Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with E. Sam Jones – Distributor, Inc. to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County facilities and parking lots for Fulton County facilities dated November 16, 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County facilities December 31, 2023; 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 November 1, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of November 2023, between the County and E. Sam Jones - Distributor, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County

facilities until the end of FY2023

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$3,750.00, (Three Thousand Seven Hundred Fifty Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 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

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONTRACTOR:

E. SAM JONES - DISTRIBUTOR,
INC.

Randy Lagod
Sales Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **VOSS ELECTRIC COMPANY**

Contract No.: **22ITBC135037C-GS (B), Ballasts, Lamps, Light Fixtures and Related Supplies**

Address: **2129 Northwest Pkwy SE, Suite 129**
City, State **Marietta, GA 30067**

Telephone: **770-438-8557**

Email: **Russell.hanak@vosslighting.com**

Contact: **Russell Hanak**
Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Voss Electric Company** to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County facilities and parking lots for Fulton County facilities dated November 16, 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose of this amendment is for the approving of increase spending authority to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County facilities until the end of FY2023; 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 November 1, 2023, BOC Item #23-.

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of November 2023, between the County and Voss Electric Company, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County

facilities until the end of FY2023

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$3,750.00, (Three Thousand Seven Hundred Fifty Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 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/CONTRACTOR:

VOSS ELECTRIC COMPANY

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Russell Hanak
Manager

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

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 & Asset
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING
--

ITEM#: _____ RM: _____ REGULAR MEETING
--

Performance Evaluation Details

ID	E1
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITBC135037C-GS
Supplier	E. Sam Jones Distributor
Supplier Project Contact	randy Lagod (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/24/2023
Evaluation Type	Formal
Interview Date	08/24/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/24/2023 08:38 AM EDT
Completion Date	08/24/2023 08:38 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Ballasts, Lamps, Light Fixtures and Related Supplies
Project Number	22ITB135037C--GS
Supplier	Voss Lighting
Supplier Project Contact	Voss Lighting Hanak (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/24/2023
Evaluation Type	Formal
Interview Date	06/29/2023
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/24/2023 08:32 AM EDT
Completion Date	08/24/2023 08:32 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Not Specified

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Not Specified

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0776

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Department of Real Estate and Asset Management, 20ITB125775C-CG, Electrical On Call Maintenance Services Countywide in the total amount of \$43,000.00 with (A) Capital City Electrical Services, Inc. (Norcross, GA), to provide immediate replacement and installation of damaged and malfunctioning electrical equipment at three Fulton County facilities: Dorothy Benson Senior Multipurpose Center, Central Maintenance Facility, and the North Fulton Customer Service Center. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This request is to increase spending authority to cover the costs to provide immediate replacement and installation of damaged and malfunctioning electrical equipment at three Fulton County facilities: Dorothy Benson Senior Multipurpose Center, Central Maintenance Facility, and the North Fulton Customer Service Center.

Scope of Work: This contract furnishes all materials, labor, tools, equipment, and appurtenances

necessary to provide on-site emergency electrical on-call maintenance services on an “as needed” basis for Countywide facilities.

The Scope of Work also includes but is not limited to:

- General lighting systems
- Distribution subpanels
- Motor starters not part of automated operations
- Receptacles
- Small water heaters
- Problems related to partial power loss in the buildings
- Emergency installation/extension of low and medium voltage power
- Operational problems on small (less than 10 hp) motor, pumps, fountains etc.
- Replacement and installation of lamps
- Trouble shoot the electrical system in County facilities
- Replacement and installation of distribution transformers

Costs Breakdown per County Facility:

	County Facility	Project Description	Project Cost
1	Dorothy Benson Senior Multipurpose Center	Remove, furnish, and install one (1) new surface mounted nemal 400A panel 480V 3ph and demo the existing in-ground PVC box and replace with a new Quazite box	\$13,300.00
		Remove, furnish, and install 15 new 480V 150W LED pole lights, furnish and install one (1) new midget fuse holder and 5A fuse in bottom of pole	\$13,439.00
2	Central Maintenance Facility	Remove, furnish, and install one (1) new 42 circuit 277-480V complete surface mount electrical panel and furnish and install approximately 180 ft. of pipe and wire so units be connected to generator power	\$10,155.00
3	North Fulton Customer Service Center at Maxwell Rd	Remove, furnish, and install 10 new 95w LED Mogul base retrofit lamps	\$5,660.00
	Increase Total		\$42,554.00

Community Impact: Electrical systems that are maintained can prevent accidents caused by issues like failing parts and components, faulty wiring, or compromised transformers and ensure that County facilities are safely powered.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The requested spending authority in the total amount of \$43,000.00 will cover costs for the immediate replacement and installation of electrical equipment at these County facilities. We have almost exhausted Capital City Electrical Services, Inc. approved spending authority (\$125,000) for FY2023, they do not have enough sufficient remaining authority (\$21,980) to complete the assigned tasks. This increase will allow the remaining spending authority in the contract to cover the cost for Electrical On Call Maintenance Services Countywide for the remainder of FY2023.

The project management is coordinated by the Department of Real Estate and Asset Management Building Maintenance Team.

Project Implications: This contract requires professional licenses, specialty tools, equipment, training, and technician skills to perform on-site electrical on call maintenance and repair services.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this increase spending authority is not approved, the County buildings will not be complying with fire and safety code requirements in these identified Fulton County facilities.

Contract Modification

(A) Capital City Electrical Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0970	12/16/20	\$100,000.00
1st Renewal	21-0752	10/6/2021	\$105,000.00
2 nd Renewal	22-0730	10/5/2022	\$125,000.00
Increase Spending Authority No. 1			\$43,000.00
Total Revised Amount			\$373,000.00

Contract & Compliance Information (Provide Contractor and Subcontractor details.)

(A)

Contract Value: \$43,000.00

Prime Vendor: Capital City Electrical Services, Inc.

Prime Status: Non-Minority

Location: Norcross, GA

County: Gwinnett County

Prime Value: \$43,000.00 or 100.00%

Total Contract Value: **\$43,000.00 or 100.00%**
Total Certified Value: **\$0.00 or 0.00%**

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Cost Proposals
Exhibit 3: Contractor's Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$100,000.00
Previous Adjustments: \$230,000.00
This Request: \$43,000.00
TOTAL: \$373,000.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/> Cash
Match Required:	<input type="checkbox"/> In-Kind
Start Date:	<input type="checkbox"/> Approval to Award
End Date:	<input type="checkbox"/> Apply & Accept
Match Account \$:	

Fiscal Impact / Funding Source

Funding Line 1: 100-520-5220-1116: \$43,000.00

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Key Contract Terms

Agenda Item No.: 23-0776

Meeting Date: 11/1/2023

Start Date: Upon BOC approval	End Date: 12/31/2023
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Capital City Electrical Services, Inc.**

Contract No. **20ITB125775C-CG, Electrical On Call Maintenance Services
Countywide**

Address: **1346 Oakbrook Drive, Suite 170A**
City, State **Norcross, GA 30093**

Telephone: **(770) 821-6099**

E-mail: chriswccelect.com

Contact: **Chris Wells,
Senior Account Manager**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Capital City Electrical Services, Inc. to provide Electrical On Call Maintenance Services Countywide, dated January 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to authority to cover the costs for immediate replacement and installation of some damaged and malfunctioning electrical equipment at three Fulton County facilities: Dorothy Benson Senior Multipurpose Center, Central Maintenance Facility, and the North Fulton Service Center through December 31, 2023; 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 **November 1, 2023, BOC Item #23-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of November 2023, between the County and Capital City Electrical Services, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all labor, materials, tools, equipment, and appurtenances necessary to provide immediate demolition

replacement and installation of one (1) electrical panel, one (1) in-ground PVC box and 15 new LED pole lights at the Dorothy Benson Senior Multipurpose Center located at 6500 Vernon Woods Dr., Sandy Springs, GA 30328; replacement and installation of one (1) electrical panel and circuit breaker at the Central Maintenance Facility located at 895 Marietta, Atlanta, GA 30318; and replacement and installation of 10 new exterior LED Mogul base retrofit lamps at the North Fulton Water Service located at 11575 Maxwell Rd. Alpharetta, GA 30009.

Costs Breakdown per Facility:

	County Facility	Project Description	Project Cost
1	Dorothy Benson Senior Multipurpose Center	Remove, furnish, and install one (1) new surface mounted nemal 400A panel 480V 3ph and demo the existing in-ground PVC box and replace with a new Quazite box	\$13,300.00
		Remove, furnish, and install 15 new 480V 150W LED pole lights, furnish and install one (1) new midget fuse holder and 5A fuse in bottom of pole	\$13,439.00
2	Central Maintenance Facility	Remove, furnish, and install one (1) new 42 circuit 277-480V complete surface mount electrical panel and furnish and install approximately 180 ft. of pipe and wire so units be connected to generator power	\$10,155.00
3	North Fulton Water Service	Remove, furnish, and install 10 new 95w LED Mogul base retrofit lamps	\$5,660.00
	Increase Total		\$42,554.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$43,000.00 (Forty-Three Thousand Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 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

CONTRACTOR:

**CAPITAL CITY ELECTRICAL
SERVICES, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Chris Wells,
Senior Account Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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August 9, 2023

Customer: FC Gov
Contact: Billy Sims
Phone: 404-227-6559
Email: Billy.Sims@fultoncountyga.gov
Address: 6500 Vernon Woods Dr NE, Sandy Springs, GA 30328

Re: Damaged Panel and Quazite Replacement-quote# 11757

This proposal, including the attached General Terms and Conditions ("Proposal"), is for the labor, parts and/or materials ("Services") necessary for Capital City Electrical Services, LLC ("Capital City") to complete the following scope of work ("Scope") that Capital City has proposed at the direction of [insert customer's legal name] ("Customer"):

Scope of Work

- Furnish and install (1) new surface mounted nema1 400A panel 480V 3ph to replace the existing that has been burnt and damaged
- Demo the existing panel during a shutdown (Normal Hours)
- Demo the existing in-ground PVC box that is damaged and replace with a new Quazite box to allow for proper drainage

Price for Services (hereinafter "Contract Price"): 12,185

Alternate for After Hours = \$13,300

This is a confidential proposal between Capital City Electrical Services, LLC and (company name)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order ("Change Order"), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday ("Standard Hours"). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined ("Emergency Services").



- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.
- Customer is responsible for ensuring Capital City's employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- Permits (including permit fees)
- Inspections (including inspection fees)

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$____0____.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a three (3) year warranty on labor and materials, excluding lamps.

Payment terms: DUE UPON RECIEPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Chris Wells 8/9/23

Senior Account Manager/Estimator

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of three (3) years from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.



10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (e.g. manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.



d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.

17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The



singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.



September 16, 2023

Customer: FC Gov
Contact: Billy SIMS
Address: 6500 Vernon Woods Dr NE, Sandy Springs, GA 30328

Re: Dorothy Benson-Pole Lights-Quote# 12029

Scope of Work

- Furnish and install (15) new 480V 150W LED heads with direct to pole mounts
- Furnish and install (1) new midget fuse holder and 5A fuse in the bottom of the pole for electrical protection
- Remove and properly dispose of the existing (15) heads per the EPA
- Lift, disposal and recycle included in price

Price for Services (hereinafter "Contract Price"): \$13,575 – 1% = \$13,439

This is a confidential proposal between Capital City Electrical Services, LLC and (FC Gov.)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order ("Change Order"), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday ("Standard Hours"). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined ("Emergency Services").
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.



- Customer is responsible for ensuring Capital City's employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- Permits (including permit fees)
- Inspections (including inspection fees)

The offer of the Contract Price is valid for Seven (7) days from the date of this Proposal. This is due to global manufacturers' pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$__0__.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a three (3) year warranty on labor and materials, excluding lamps.

Payment terms: DUE UPON RECIEPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Chris Wells 09/16/23

Senior Account Manager/Estimator

Print Name:_____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of three (3) years from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.



10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (e.g. manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.



d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.

17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The



singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.



August 9, 2023

Customer: FC Gov
Contact: Billy Sims

Re: Central maintenance Panel and branch circuit- Quote# 2235

This proposal, including the attached General Terms and Conditions ("Proposal"), is for the labor, parts and/or materials ("Services") necessary for Capital City Electrical Services, LLC ("Capital City") to complete the following scope of work ("Scope") that Capital City has proposed at the direction of ("Customer"):

Scope of Work

- Demo and properly dispose of the existing 480V panel IELP that is too small and outdated
- Furnish and install (1) new 42 circuit 277-480V complete surface mount panel to replace the existing with 1-70A 3p, 1-20A-3p, 1-30A-3p and 12-20A-1p breakers
- Furnish and install Approx. 180 ft of pipe and wire to get the units requested so they will be on generator power

Price for Services (hereinafter "Contract Price"): \$10,155

This is a confidential proposal between Capital City Electrical Services, LLC and (company name)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order ("Change Order"), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday ("Standard Hours"). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined ("Emergency Services").
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish



Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.

- Customer is responsible for ensuring Capital City's employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- This proposal is based on normal soil conditions of 2000/PFS and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil conditions, buried debris, or excessive mud. Execution of such excavation shall be through a Change Order in addition to any existing contract or agreement.

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$0 unless requested specifically.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a ONE (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps.

Payment terms: DUE UPON RECEIPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By: _____

Capital City Electrical Services, LLC

Chris Wells 08/09/23
Senior Account Manager/Estimator

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees, and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR



MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. **Substitute Services** – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (*e.g.* manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. **Convenience** – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. **Cause** – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer



shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.

d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.



17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.



August 9, 2023

Customer: FC Gov.
Contact: Billy Sims Phone: 404-227-6559
Email: Billy.Sims@fultoncountyga.gov
Address: 11575 Maxwell Rd, Alpharetta, GA 30009

Re: North Fulton Water Services-Exterior Lamps-Quote# 2207

This proposal, including the attached General Terms and Conditions ("Proposal"), is for the labor, parts and/or materials ("Services") necessary for Capital City Electrical Services, LLC ("Capital City") to complete the following scope of work ("Scope") that Capital City has proposed at the direction of [insert customer's legal name] ("Customer"):

Scope of Work

- Demo and properly dispose of the (10) 400W MH lamps per the EPA standards
- Furnish and install (10) new 95w LED Mogul base retrofit lamps on the existing poles that are not functioning
- Bucket truck with 2 men per OSHA standards included

Price for Services (hereinafter "Contract Price"): \$5660

This is a confidential proposal between Capital City Electrical Services, LLC and (FC Gov.)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order ("Change Order"), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday ("Standard Hours"). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined ("Emergency Services").
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital



City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.

- Customer is responsible for ensuring Capital City's employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- Permits (including permit fees)
- Inspections (including inspection fees)
- This proposal is based on normal soil conditions of 2000/PFS and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil conditions, buried debris, or excessive mud. Execution of such excavation shall be through a Change Order in addition to any existing contract or agreement.

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$ _0_____.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a ONE (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps.

Payment terms: DUE UPON RECEIPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Chris Wells 07/07/23

Senior Account Manager/Estimator

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of One (1) year from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.



10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (e.g. manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.



d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.

17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The



singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

Performance Evaluation Details

ID	E1
Project	Electrical On Call Services Countywide
Project Number	20ITB125775C-CG
Supplier	CAPITAL CITY ELECTRICAL SERVICES, LLC.
Supplier Project Contact	JENNI EASON (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/13/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/13/2023 07:25 PM EDT
Completion Date	08/13/2023 07:25 PM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Vendor provided goods and services of very good quality. Always met requirements in the contract.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

There was no delay from the contractor side in commencing or completing any assigned work.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Contractor provided timely and detailed response to every inquiry and request for quotes/information.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Contractors' representative responded reasonably well to all questions for information.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Contractor provided invoices in a timely manner and the invoices were accurate. There were no pricing issues.

GENERAL COMMENTS

Comments

Recommended for continued relationship.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0777

Meeting Date: 11/1/2023

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal - Finance Department, 23RFP060923C-MH Printing & Mailing Water and Sewer Bills in an amount not to exceed \$395,600.00 with Dove Mailing Inc. (Atlanta, GA) to provide printing and mailing of Fulton County water and sewer bills effective January 1, 2024 through December 31, 2024, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-374 or 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: This contract provides for printing and mailing Water and Sewer Bills for the County's approximately 80,000 water customers. The amount requested will accommodate the recent US Postal service increases. As customers enroll with electronic billing, printing and mailing costs are expected to decline over time.

Community Impact: Ensures timely distribution of water/sewer bills

Department Recommendation: Recommend approval

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$395,600.00

Prime Vendor: Dove Mailing Inc.
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$395,600.00 or 100.00%

Total Contract Value: \$395,600.00 or 100.00%

Total Certified Value: \$395,600.00 or 100.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Evaluation Committee Recommendation

Exhibit 2: Vendor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Hakeem Oshikoya, Finance Director, 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$395,600
TOTAL: \$395,600

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source**Funding Line 1:**

201-210-2111-1160 Water & Sewer Revenue, Finance, Professional services \$365,600

Funding Line 2:

201-540-5401-1160 Water & Sewer Revenue, Public Works, Professional services, \$30,000.

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment: \$395,600	Renewal/Extension Terms:

Overall Contractor Performance Rating:**Would you select/recommend this vendor again?**

Yes

Report Period Start:
10/1/2022**Report Period End:**
6/30/2023



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director ^{DS} FSW
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: October 6, 2023

PROJECT: 23RFP060923C-MH - Water and Sewer Mail and Bill Print Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

Five (5) qualified firms submitted proposals for evaluation and consideration for award of the Financial Advisory Services for this project:

1. Paymentus Corporation
2. Datamatx, Inc.
3. Standard Printing Company/dba Information Outsource
4. Dove Mailing Inc
5. InfoSend, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Dove Mailing, Inc.** with a total score of **77.72**, is the recommended vendor for the award of #23RFP060923C-MH - Water and Sewer Mail and Bill Print Services.

Evaluation Committee Recommendation Letter

October 6, 2023

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The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

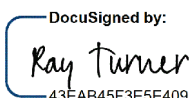
SELECTION COMMITTEE MEMBERS:

DocuSigned by:

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Jaunius Simokaitis, Utility Billing & Collections Manager

DocuSigned by:

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Monica Gibbs,
Utility Billing and Collections Assistant Manager

DocuSigned by:

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Ray Turner, Deputy Finance Director
Finance

Evaluation Committee Recommendation Letter

October 6, 2023

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EVALUATION CRITERIA	WEIGHT	Paymentus Corporation	Datamatx , Inc.	Standard pringting	Dove Mailing, Inc.	InfoSend, Inc.
Project Plan/Approach to Work	17	Adequate	Adequate	Adequate	Good	Good
Qualification of Key Personnel	17	Good	Good	Good	Good	Good
Relevant Project Experience/Past Performance	34	Adequate	Good	Adequate	Excellent	Good
Availability of Key Personnel	5	Good	Adequate	Adequate	Good	Adequate
Local Preference	5	0	0	0	5	0
Service Disabled Veterans Preference	2	0	0	0	0	0
Cost Proposal	20	2.78	14.60	20.00	9.09	2.27
TOTAL SCORE:	100.00	45.78	64.27	62.58	77.76	53.35

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E2
Project	PRINTING & MAILING WATER AND SEWER BILLS
Project Number	20RFP0827C-MH
Supplier	Dovemailing Inc
Supplier Project Contact	Darrell L Coffee (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2022 to 06/30/2023
Effective Date	09/13/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/13/2023 01:03 PM EDT
Completion Date	09/13/2023 01:03 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Outstanding service, vendor understands deliverables, project timelines, etc.

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

No issues noted with vendor delivering once information is forwarded to Dove.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

No issues noted

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Outstanding - vendor communicates with the County timely , responsive, no issues noted.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

we've had no out of scope issues with vendor.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0778

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action

Request approval to amend an existing contract - Department of Real Estate and Asset Management, Bid#21ITB130447C-GS, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H, & I) in an amount not to exceed \$18,259.33 with (C) American Facility Services, Inc. (Alpharetta, GA); to add the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard, NW, Atlanta, GA 30318 to the existing contract Group I (North & South Service Centers) and assume the janitorial services responsibilities according to the terms and conditions of the contract. Effective dates: November 1, 2023 through December 31, 2023.

Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background

Construction of the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard, NW, Atlanta, GA 30318, will be completed in the first week of November. With the facility occupied by staff and visited by the public, custodial services will be needed to ensure the facility is

cleaned to industry standards.

Scope of Work: This amendment will add janitorial services for the new Fulton County Animal Services Facility the pre-existing janitorial contract Group I (North & South Service Centers) which is currently served by American Facility Services, Inc. for the remaining two months of the year, effective November 1, 2023 through December 31, 2023. Monday through Saturday work schedule with 8 hours of day porter service.

- Total (Office Space) - 23,807 Sq. Ft.
- Cleanable (Office Space) - 20,050 Sq. Ft.

The Scope includes all labor, materials, cleaning supplies, restroom supplies (liquid soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at this facility. American Facility Services, Inc. will also perform routine wipe downs of all high frequency touchpoints using disinfectants approved by the CDC and the EPA as being suitable for combatting the spread of SARS-CoV-2, the virus that causes COVID-19.

Community Impact: The overall community impact is to provide clean and sanitary to this County facility.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to amend existing contract with American Facility Services, Inc. to include the new Fulton County Animal Services Facility as a part of Group I (North & South Service Centers) for the remaining two months of FY 2023.

American Facility Services, Inc. is currently responsible for providing janitorial services for Group I: which consists of two facilities (North & South Service Centers) with a total of 90,368 cleanable sq. ft. and has performed satisfactorily throughout the current contract term.

Project Implications: This amendment will allow the County to provide janitorial services to the high visibility Animal Services facility.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this contract amendment is not approved, there will be a delay in providing janitorial services for the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard NW, Atlanta GA 30318.

Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	22-0150	3/2/22	\$140,059.00
1 st Renewal	22-0820	11/2/22	\$187,046.00
Amendment No. 1			\$18,259.33

Total Revised Amount			\$345,364.33
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Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

(C)

Contract Value: \$18,259.33
Prime Vendor: American Facility Services, Inc.
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Prime Value: \$18,259.33 or 100.00%

Total Contract Value: \$18,259.33 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached**Exhibit 1:** Amendment No.1 to Form of Contract**Exhibit 2:** Contractor's Performance Report**Contact Information**

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$140,059.00
Previous Adjustments: \$187,046.00
This Request: \$18,259.33
TOTAL: \$345,364.33

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-999-S210-1116: General, Emergency Management, Cleaning Services - \$18,259.33.

Key Contract Terms	
Start Date: 11/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2023

Report Period End:
6/30/2023

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **American Facility Services, Inc.**

Contract No. **21ITB130447C-GS, Janitorial Services for Selected Fulton County
(Groups E, F, G, H, & I)**

Address: **1325 Union Hill Industrial Court, Suite A**
City, State **Alpharetta, GA 30004**

Telephone: **(770) 740-1613**

E-mail: [**kmccann@amfacility.com**](mailto:kmccann@amfacility.com)

Contact: **Kevin McCann,
President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **American Facility Services, Inc.** to provide janitorial services for Group I (North & South Service Centers), dated April 1, 2022, on behalf of the Department of Real Estate Asset Management; and

WHEREAS the purpose for this amendment is to add the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard NW, Atlanta GA 30318 to the American Facility Services, Inc. existing janitorial contract Group I (North & South Service Centers); 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 **November 1, 2023, BOC Item #23-**.

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of November 2023, between the County and **American Facility Services, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To assume janitorial responsibilities to provide all labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other

required supplies) and equipment necessary to provide the highest quality of janitorial services at this facility, to include day porter services. American Facility also includes Wipe Down of Shared Surfaces in High Touch Areas and Increase in Frequency of Cleaning with approved Novel Coronavirus (COVID-19) Fighting Products.

Add New County Facility: Fulton County Animal Services Facility
1251 Fulton Industrial Boulevard NW, Atlanta GA
30318

- Total (Office Space) - 23,807 Sq. Ft.
- Cleanable (Office Space) - 20,050 Sq. Ft.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$18,259.33** (Eighteen Thousand Two Hundred and Fifty-Nine Dollars and Thirty-three Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 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:

AMERICAN FACILITY SERVICES, 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:

Kevin McCann
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 Asset
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities(Groups E, F, G, H & I)
Project Number	21ITB130447C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/09/2023
Evaluation Type	Formal
Interview Date	08/08/2023
Expectations Meeting Date	08/08/2023
Status	Completed
Publication Date	08/09/2023 10:17 AM EDT
Completion Date	08/09/2023 10:17 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

AFS could improve somewhat in the area of periodic work. At times, they must be prompted to complete periodic tasks that should be on a regular schedule. Overall, they are performing adequately during this period.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Project Management for AFS at the North and South Service Centers could continue to improve with increased quality control. Communication is positive and professional, but sometimes active responses to requests takes a little time.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

To my knowledge, AFS is generally in compliance with County invoicing requirements.

GENERAL COMMENTS

Comments

Overall, AFS has performed well at the North and South Service Centers during this period. They could continue to improve with increased quality control and more efforts towards meeting timelines for periodic tasks. In addition, a bit more attention needs to be given to night-time, detail cleaning.

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities(Groups E, F, G, H & I)
Project Number	21ITB130447C-GS
Supplier	QCS Cleaning Inc. DBA/ Quality Cleaning Services
Supplier Project Contact	Clifford Featherstone (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/26/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/26/2023 02:37 PM EDT
Completion Date	07/26/2023 02:37 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Quality Cleaning continues to provide excellent service overall. They need to ensure that the required amount of day porter hours and night cleaning are followed consistently.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

The contact for Quality is professional and responsive. They are knowledgeable in the area of janitorial services.

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities(Groups E, F, G, H & I)
Project Number	21ITB130447C-GS
Supplier	chi-Ada Corporation
Supplier Project Contact	Bart Okoro (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	08/28/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/28/2023 01:13 PM EDT
Completion Date	08/28/2023 01:13 PM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

During this rating period, Chi-Ada has struggled at times to provide adequate services in GROUP F - NORTH per the contract. Overall, they have performed somewhat better in GROUP F - SOUTH, GROUP E and GROUP H. However, they could benefit greatly from additional quality control and contract oversight.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Additional attention needs to be placed on floor work scheduling / completion and cleaning and scrubbing of restrooms. In addition, there needs to be increased emphasis on the timely maintenance of the South Fulton Library parking deck.

BUSINESS RELATIONS

14/20

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments

Communications and responsiveness have been hindered at times by an apparent lack of internal communication between Chi-Ada representatives during this period. Though the representatives almost always respond to County staff eventually, at times the responses are slow.

CUSTOMER SATISFACTION

14/20

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments

Generally speaking, during this rating period there have still been a number of calls received and concerns expressed with regard to day-to-day cleaning. Chi-Ada would improve greatly in this area with additional quality control and training of on-site cleaners. Overall, customers have been satisfied though there are a few specific locations where this rating could improve.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

Chi-Ada is an experienced company capable of providing improved services at County facilities with improvements in communications, training, and quality control.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0779

Meeting Date: 11/1/2023

Department

County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase the spending authority in an amount not to exceed \$1,646,735.00 with A & A All County Monitoring Services, Inc. (Lawrenceville, GA) to continue to provide electronic (ankle) monitoring and services for defendants eligible to be released pursuant to the electronic pretrial release and monitoring program. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Fulton County Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Choose an item.

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background

As a result of the COVID-19 public health crisis, the County entered into an Emergency Authorization Agreement with A & A All County Monitoring Services, Inc., to provide electronic monitoring and GPS services for the County Court Backlog Project ("Project ORCA") in order to address and alleviate overcrowding conditions at the Fulton County Jail. This request is to increase the spending authority in order to continue to provide the service through December 31, 2023. The current purchase order in the amount of \$1,525,000.00 is now exhausted. There are currently 1,485 defendants on the

electronic monitoring program.

Scope of Work: To provide electronic (ankle) monitoring and GPS services.

Community Impact: Funding ankle monitors provides the opportunity for individuals who might not be able to afford the charges to be released.

Department Recommendation: Recommend approval.

Project Implications: Not providing funding will significantly reduce the number of individuals released on ankle monitoring.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$1,525,000.00
Amendment No. 1			\$1,646,735.00
Total Revised Amount			\$3,171,735.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

N/A

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement

Contact Information *(Type Name, Title, Agency and Phone)*

Alton Adams, COO, Office of the County Manager

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,525,000.00

Previous Adjustments: \$0.00

Agenda Item No.: 23-0779

Meeting Date: 11/1/2023

This Request: \$1,646,735.00
TOTAL: \$3,171,735.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

448-118-BLAD-1163
100-999-S200-1163

Key Contract Terms	
Start Date: Effective upon BOC approval	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: No renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Yes

Report Period Start: **Report Period End:**

AMENDMENT NO. 1 TO FORM OF AGREEMENT

This Amendment 1 to the Emergency Authorization Agreement is made and entered into this 20th day of October 2023, between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **A & A ALL COUNTY MONITORING SERVICES**, hereinafter referred to as "Contractor", authorized to transact business in the State of Georgia.

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with A&A All County Monitoring Services to provide ankle monitoring services for the Court Backlog Project ("Project ORCA"), dated January 1, 2023; and

WHEREAS, the County wishes to amend the existing Contract to increase the spending authority in order to continue the ankle monitoring services through December 31, 2023, for the Court Backlog Project ("Project ORCA"); 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 October 20, 2023, BOC Item #23-

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of January 2022, between the County and A & S All County Monitoring Services who agree that all services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Emergency Authorization Agreement.

1. **SCOPE OF WORK TO BE PERFORMED:** This Amendment No. 1 the existing increase the spending authority in order to continue the ankle monitoring services through December 31, 2023, for the Court Backlog Project ("Project ORCA");
2. **COMPENSATION:** This Amendment No. 1 increases the spending authority for the continuation of the services to be performed by Contractor in an amount not to exceed \$1,646,735.00 (One Million Six Hundred Forty Six Thousand Seven Hundred Thirty Five Dollars and No Cents), which is full payment for the complete scope of work.
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Agreement shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County and delivered to

Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF AGREEMENT:** Except as modified by this Amendment No. 1 to Form of Agreement and the Agreement, and all Agreement Documents, remain in full force and effect.

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:

**A&A ALL COUNTY
MONITORING SERVICES**

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

Charles Rhea Shaw III
Owner

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Alton Adams, Chief Operating Officer
Justice, Public Safety & Technology

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING
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ITEM#: _____ RM: _____ REGULAR MEETING
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0780

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 17RFP107111K-EC, Project Management Team Services in an amount not to exceed \$756,937.67, with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3 - a joint venture), to continue to provide project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs for an additional 12month period. Effective dates: January 1, 2024, through December 31, 2024.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This contract extension will allow the Heery/McAfee3 - a joint venture, the Project Management Team Services to continue to provide project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs through December 31, 2024. All costs for this extension are funded by the applicable FCURA Bonds.

Scope of Work: This contract provides a broad range of management services and activities to be

performed for multiple projects over several phases at the County's discretion to meet the County's needs in implementing its FCURA Urban Redevelopment Capital Improvement Plan.

Tasks performed by the project management professionals for these Programs and assigned Projects may include, but not be limited to, the following:

- Program and contract administration
- Program controls
- Project planning and procurement
- Project design management
- Pre-construction
- On-site project management
- Post construction

Background

The Project Management Team (PMT), Heery/McAfee, provides a broad range of project management services and activities performed for multiple, often phased, projects at the County's discretion to meet the County's needs in implementing its FCURA (Urban Redevelopment) Bonds Capital Improvement Programs.

To date, 38 FCURA Bond Projects have been completed and another five (5) are underway, including construction of the Animal Services Facility and the design of the Public Safety Training Center. Total Project Costs to date and current contractual commitments in the FCURA Bond Capital Improvement Programs amount to approximately \$146,000,000.00. Heery/McAfee has provided project management services on all these Projects.

Request Project Management Extension/ FCURA Program Project Costs

The total requested of \$756,973.67 includes project management services costs of \$161,469.13 for completion of the remaining MEP projects in the FCURA Bonds Capital Improvement Programs, \$47,263.45 for final close-out of the Animal Services Facility, and \$548,241.09 for unanticipated due diligence activities and upgraded Project Manager staffing for the Public Safety Training Center as outlined in the following table.

Project	Purpose	Funding Source	Cost
Remaining MEP Projects	Completion of Remaining MEP Projects in the FCURA Capital Improvement Programs	2021 FCURA	\$161,469.13
Animal Services Facility	Delayed Project Commencement following COVID extended Project Management Services	2021 FCURA	\$47,263.45

Public Safety Training Center	Unanticipated Due Diligence Activities during 1281 Fulton Industrial Boulevard Acquisition & Upgrade to Full-Time Project Manage	2021 FCURA	\$548,241.09
Total Costs			\$756,973.67

The requested amount of \$548,241.09 for the Public Safety Training Center includes \$97,243.32 in unanticipated costs for due diligence activities associated with the acquisition of 1281 Fulton Industrial Boulevard and the addition of a full-time Project Manager. Once retrofitted, 1281 Fulton Industrial Boulevard will become the new location of the Fulton County Public Safety Training Center.

The Total Costs of \$756,973.67 in the current request are fully funded by the applicable FCURA (Urban Redevelopment) Bond.

Tentative Project Completion Schedule

Additionally, below is Heery/McAfee's Summary of the Proposed Staffing during the extension period showing time required by the various full/part time project management professionals to execute the planned projects through December 31, 2024.

Staff Position	Project(s)	FT/PT	Completion Date
Program Manager	All	PT	December 31, 2024
Project Manager #1	Remaining MEP Projects	PT*	September 30, 2024
Project Manager #2	Animal Services Facility	PT*	January 31, 2024
Project Manager #3	Public Safety Training Center	FT*	December 31, 2024
Design Review & Commissioning Agent	All	PT*	September 30, 2024

Extending the PMT contract is advantageous to Fulton County in numerous ways and provides the County with the following benefits:

- Maintain program and project knowledge and experience gained by working with DREAM for the past five (5) years.
- Ensure project consistency in design, construction, and system enhancements.
- Maintain program momentum. No lost time with a new procurement and start-up.
- Minimize the learning of procedures and management systems.
- Avoid duplication of services.
- Provide continuity through communications with staff.

The PMT continues to deliver quality project management services and has demonstrated the depth, knowledge, and experience to execute large, complex infrastructure improvement and build-to-suit

projects.

- Public information and community outreach

Community Impact: This agenda item is necessary to continue to provide Project Management Team Services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs purpose of a long-term service needs of the community.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

Project Implications: Failure to approve this contract extension would jeopardize the continue Project Management Services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this contract is not extended, DREAM does not have the capacity, or the expertise, to perform full time Project Management Team Services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0680	8/16/17	\$2,834,424.00
Change Order No. 1	20-0523	8/5/20	\$278,420.76
Contract Extension No. 1	20-0702	10/7/20	\$1,940,998.00
Contract Extension No.2	22-0321	5/4/22	\$584,310.00
Contract Extension No. 3	22-0869	11/16/22	\$635,356.00
Contract Extension No. 4			\$756,937.67
Total Revised Amount			\$7,030,446.43

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$756,937.67

Prime Vendor: Heery International, Inc./McAfee3 Architects (JV)
Prime Status: Heery International, Inc (\$232,464.57 or 36.45%) Non-Minority & McAfee3 Architects (\$405,362.98 or 63.55%) African American Female Business Enterprise

Location: Atlanta, GA
County: Fulton County

Prime Value: \$637,827.55 or 84.26%**Subcontractor:** MHR International**Subcontractor Status:** African American Male Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Contract Value:** \$119,110.12 or 15.74%**Total Contract Value:** \$756,937.67 or 100.00%**Total Certified Value:** \$524,473.10 or 69.29%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Extension No. 4 to Form of Contract

Exhibit 2: FCURA Program Management Project Fees

Exhibit 3: Project Completion Schedules

Exhibit 4: Contractor's Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$2,834,424.00

Previous Adjustments: \$3,439,084.76

This Request: \$756,973.67

TOTAL: \$7,030,482.43

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

534-520-5200-K021: FCURA, Real Estate and Asset Management, Animal Services Facility-
\$47,263.45

Funding Line 2:

534-520-5200-K022: FCURA, Real Estate and Asset Management, Public Safety Training Ctr.-
\$548,241.09

Funding Line 3:

534-520-5200-K023: FCURA, Real Estate and Asset Management, MEP Projects- \$161,469.13

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: 12 month period

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
8/9/2023

Report Period End:
8/25/2023

EXTENSION NO. 4 TO FORM OF CONTRACT

Contractor: **The Joint Venture of Heery International, Inc. and McAfee3 Architects**

Contract No. **17RFP107111K-EC, Project Management Team Services**

Address: **999 Peachtree Street, NE**
City, State **Atlanta, Georgia 30309**

Telephone: **(404) 946-2055**

E-mail: [**rchomiak@heery.com**](mailto:rchomiak@heery.com)

Contact: **Rob Chomiak, P. E. CCM, LEED AP**
Principal-In-Charge

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with The Joint Venture of Heery International, Inc. and McAfee3 Architects to provide Project Management Team Services, dated October 16, 2017, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional 12 month period, beginning January 1, 2024, through December 31, 2024 to continue to provide project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs; and

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on November 1, 2023, BOC Item #23-.

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

This Extension No. 4 to Form of Contract is effective as of the 1st day of January, 2024, between the County and The Joint Venture of Heery International, Inc. and McAfee3 Architects, who agree that all Services specified will be performed by in accordance with this Extension No. 4 to Form of Contract and the Contract Documents for an additional three month period, with the contract ending as of 31st day of December, 2024.

1. **SCOPE OF WORK:** To continue program management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Program.
2. **COMPENSATION:** The services herein shall be performed by Contractor for a

total amount not to exceed \$756,937.67 (Seven Hundred Fifty-Six Thousand Nine Hundred Thirty-Seven Dollars and Sixty-Seven Cents).

3. **LIABILITY OF COUNTY:** This Extension No. 4 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 EXTENSION NO. 4 TO FORM OF CONTRACT:** Except as modified by this Extension No. 4 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

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

**THE JOINT VENTURE OF HEERY
INTERNATIONAL, INC. AND
MCAFEE3 ARCHITECTS**

Rob Chomiak, P. E. CCM, LEED AP
Principal-In-Charge

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

FCURA PROGRAM MANAGEMENT AMENDMENT 5

9.27.2023

TT Heery McAfee 3 Contract Summary	
Original Contract	\$ 2,834,424.00
Labor	\$ 2,712,324.00
Expense Budget	\$ 122,100.00
Amend. 1 (Assembly Hall)	\$ 278,420.76
Amend. 2 (Contract Extension)	\$ 1,940,988.00
Amend. 3 (Animal Services)	\$ 584,310.00
Amend. 4 (Project Management Services)	\$ 635,356.00
Total Approved Contract Amount	\$ 6,273,508.76
TOTAL FEES FOR AMENDMENT 5	\$ 756,973.67
Revised Contract Amount	\$ 7,030,482.43

Program Management Fees					
Role	Name	Total	2023	2024	2025
Prog Mgr	Kelley Brown	\$ 23,933.45	\$ 7,008.60	\$ 16,864.85	-
PM # 1	Armond Borders	\$ -	-	-	-
APM	Hannah Price	\$ 6,378.75	\$ 2,462.28	\$ 3,916.47	-
PM #2	TBD - PSTC	\$ -	-	-	-
ME - CX	Josh Gillespie	\$ 26,600.16	\$ 10,268.00	\$ 16,332.16	-
ME	David Pope	\$ 4,128.51	\$ 2,023.78	\$ 2,104.73	-
PM #3	John Blount	\$ 205,251.56	\$ 86,141.44	\$ 119,110.12	-
EE	Mike Trinker	\$ 6,160.80	\$ 3,020.00	\$ 3,140.80	-
SUBTOTAL LABOR PM FEES		\$ 272,453.23	\$ 110,984.10	\$ 161,469.13	\$ -
LESS REMAINING PM FEES		\$ (110,984.10)	\$ (110,984.10)	\$ -	\$ -
TOTAL LABOR PM FEES FOR AMEND 5		\$ 161,469.13	\$ 0.00	\$ 161,469.13	\$ -

Animal Services Facility Fees					
Role	Name	Total	2023	2024	2025
Prog Mgr	Kelley Brown	\$ 10,395.00	\$ 10,395.00	-	-
PM # 1	Armond Borders	\$ 75,854.56	\$ 75,854.56	-	-
SUBTOTAL LABOR ASF FEES		\$ 86,249.56	\$ 86,249.56	\$ -	\$ -
LESS REMAINING ASF FEES		\$ (38,986.11)	\$ (38,986.11)	\$ -	\$ -
TOTAL ASF LABOR FEES FOR AMEND 5		\$ 47,263.45	\$ 47,263.45	\$ -	\$ -

Description
Part time (4 hrs/week) from 9/1/23 to 10/31/2023; (2 hrs/week) from 11/1/2023 - 12/31/2023
Part time (32 hrs/week) from 9/1/2023 to 12/31/2023

Public Safety Training Center Fees - Full Time Project Manager					
Role	Name	Total	2023	2024	2025
Prog Mgr	Kelley Brown	\$ 131,591.64	\$ 41,645.78	\$ 89,945.86	-
PM #2	TBD	\$ 399,081.38	\$ 88,121.38	\$ 310,960.00	-
Design	McAfee3	\$ 6,281.60	-	\$ 6,281.60	-
Reviews	Josh Gillespie	\$ 4,711.20	-	\$ 4,711.20	-
ME - CX	David Pope	\$ 2,806.31	-	\$ 2,806.31	-
M/P/FP	Mike Trinker	\$ 1,256.32	-	\$ 1,256.32	-
EE	Mike Rometo	\$ 1,256.32	-	\$ 1,256.32	-
Structural	TBD	\$ 1,256.32	-	\$ 1,256.32	-
Civil	TOTAL LABOR PSTC FEES	\$ 548,241.09	\$ 129,767.16	\$ 418,473.93	\$ -

Total Labor Fees for Amendment 5 **\$ 756,973.67**

Project	Purpose	Funding Source	Costs
Remaining MEP Projects	Completion of Remaining MEP Projects in the FCURA Capital Improvement Programs	2021 FCURA	\$161,469.13
Animal Services Facility	Delayed Project Commencement following COVID extended Project Management Services	2021 FCURA	\$47,263.45
Public Safety Training Center	Unanticipated Due Diligence Activities during 1281 Fulton Industrial Boulevard Acquisition & Upgrade to Full-Time Project Manager	2021 FCURA	\$548,241.09
Total Costs			\$756,973.67

Staff Position	Project(s)	FT/PT	Completion Date
Program Manager	All	PT	December 31, 2024
Project Manager #1	Remaining MEP Projects	PT	September 30, 2024
Project Manager #2	Animal Services Facility	PT	December 31, 2023
Project Manager #3	Public Safety Training Center	FT	December 31, 2024
Design Review & Commissioning Agent	All	PT	September 30, 2024

Performance Evaluation Details

ID	E1
Project	Project Management Team Services
Project Number	17RFP107111K-EC
Supplier	CBRE
Supplier Project Contact	Michael Coleman (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	08/09/2023 to 08/25/2023
Effective Date	08/28/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/28/2023 03:09 PM EDT
Completion Date	08/28/2023 03:09 PM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Outstanding Project Management firm. Embraces all aspects of a capital program with strong professionals, relative project experience, well developed systems, quality orientation, and dedicated work ethic.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Responsiveness is good. Timeliness of project completion has been mixed. Completion of some projects on/ahead of schedule e.g. Courthouse Facade, others like Gov't Ctr BAS Controls extend beyond original term. Evaluating how to improve finishing projects.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Deliverables whether reports, presentations, or project plans are well conceived and presented in a professional manner.

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

Comments

Strong technical knowledge and project experience. Staff evaluates problems quickly and offers informed alternatives and recommendation Disciplined administrative skills e.g. agendas, minutes, budget critical to multi-project program.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Breadth of experience and technical skills among Staff and Supervisor. Well developed systems and procedures.

Strong budgetary capabilities and administrative skills among Staff. Presentations well prepared and detailed.
Invoices always correct and delivered regularly.

Prompt attention to emergencies from all Staff and timely investigation of identified problems. Good coordination with Operations Teams on common issues.
Excellent communication with stakeholders regarding construction activities and scheduling.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0781

Meeting Date: 11/1/2023

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC 99999-SPD0000154-0001, Facility Maintenance Solutions in an amount not to exceed \$128,792.10 with CGL Facility Management, LLC (Fayetteville, GA) to provide facility maintenance services for the new Fulton County Animal Services Facility located at 1251 Fulton Industrial Boulevard, NW, Atlanta, GA 30318. Effective dates November 1, 2023 - December 31, 2023.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, request for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- | | |
|---------------|-------------------------------------|
| All Districts | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background: This request is to utilize this statewide contract to provide preventive and corrective maintenance services for the new Fulton County Animal Services Facility during the transition of operations from the current facility through December 31, 2023. A separate request will be presented for services for FY2024.

Scope of Work: The contractor will be required to provide engineering management and technical expertise to protect the new facility's capital investments and to maintain interior and exterior equipment and spaces.

The Contractor shall operate, maintain, monitor, and adjust the day-to-day operations of the building and all building systems including:

- Mechanical - Heating Ventilation and Air Conditioning
- Electrical Systems
- Plumbing and Sewer
- Fire Alarm
- Fire Sprinkler
- Security Systems

The Contractor shall develop and implement an effective, consistent, and documented corrective maintenance program. The program will target system performance, life cycle, cost, energy consumption, and safety.

The contractor shall provide a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.

Staff onsite hours are defined as Monday-Friday 7AM-7PM and Saturday 7AM- 3PM. Sunday is an on-call basis only.

Community Impact: County Wide - Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, Union City

Department Recommendation: The Department of Real Estate and Asset Management recommends approval

Project Implications: Failure to approve this item will result in not being able to maintain the facility as is necessary to ensure the optimum operation and/or performance of the facility.

Community Issues/Concerns: The community wants the County to provide a safe and secure environment for the animals that reside in the shelter.

Department Issues/Concerns: If this statewide contract is not approved, DREAM does not have the internal resources necessary to render adequate and timely maintenance service to the new facility.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: SWC Benefits Sheet

Exhibit 2: SWC#99999-001-SPD0000154-0001

Agenda Item No.: 23-0781

Meeting Date: 11/1/2023

Exhibit 3: Contractor's Performance Report

Exhibit 4: Justification Form for Use of Statewide Contract

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0
Previous Adjustments: \$0
This Request: \$128,792.10
TOTAL: \$128,792.10

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S210-1116: General, Emergency Management, Buildings - Maint & Repair, \$128,792.10

Key Contract Terms	
Start Date: 11/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: NA

Would you select/recommend this vendor again?

Agenda Item No.: 23-0781

Meeting Date: 11/1/2023

Yes

Report Period Start:

Report Period End:



COMMUNICATIONS ALERT

August 6, 2018

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Facility Maintenance Services** with **CGL Facility Management LLC**.

This is a **CONVENIENCE CONTRACT** available for use by all State, City & County public entities within the State of Georgia.

The purpose of this contract is to provide a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

Key benefits of the contract include:

- Two options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency
 - ✓ Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg) below industry benchmarks (labor only, materials additional)
 - ✓ Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price **2¢/sqft/tech** (labor only, materials additional)
- Low markup on materials used for corrective maintenance repairs
- Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
- On-site facility staff and managers supported by regional managers and technicians for fast, complete service and dedicated response to facility requests and emergencies
- 24/7 response to maintenance issues within each facility to protect life, safety and building operation
- Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management

Note: actual prices for preventive maintenance and permanent resident staff may differ per location, average prices based on the weighted avg price/sqft for all facilities currently on contract



QUESTIONS: If you have any questions, please contact the contract administrator:

Dr. Carl Hall, J.D., C.P.M.

Contract Management Manager
Strategic Sourcing - State Purchasing
Phone: (404) 656-4254
Email: carl.hall@doas.ga.gov

For Team Georgia Marketplace™ question(s), please contact the help desk:

Procurement Help Desk

Phone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov

Statewide Information Sheet

Statewide Contract Number	99999-001-SPD0000154-0001	NIGP Code	91001, 91060, 93625, 94155
Name of Contract	Facility Maintenance Solutions		
Effective Date	August 15, 2018	Expiration Date	July 14, 2024
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Convenience Contract
Contract Information for Supplier			Page Number
<u>CGL Facility Management LLC</u>			2
Additional Contract Information			
<u>Contract Renewals/ Extensions/ Changes</u>			3
<u>General Contract Information/Ordering Instructions</u>			4
<u>Scope of Services</u>			5
<u>Rates for Technicians and Materials</u>			6
<u>DOAS Contact Information</u>			7

Vendor Name: CGL Facility Management, LLC

Contract Information			
Statewide Contract Number	Facility Maintenance Solutions		
Contract Name	99999-001- SPD0000154-0001		
PeopleSoft Vendor Number	0000176490	Location Code	000001
Vendor Name & Address			
<p>CGL Facility Management, LLC 1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349</p> <p>TIN: 26-795410</p>			
Contract Administrator			
<p>Name: Greg Westbrook Telephone: 678-381-6583 Email: gwestbrook@cglcompanies.com</p> <p>Web Links cglcompanies.com cglgastatewide.com</p>			
Contract Details			
1. Orders to be mailed to	See Contract Ordering Instructions		
2. Payments to be mailed to	1903 Phoenix Blvd, Suite 250 Atlanta, GA 30349		
3. Shipping Information	NA		
4. Discounts	NA		
5. Payment Terms	Net 30 Days		
6. Acceptable Payment method	Purchase Order		

Contract Renewals/Extensions/Amendments

Base Term: 8/15/2018 – 7/14/2021

AMENDMENT 1 - RENEWAL 1: 07/15/2021 – 7/14/2022

AMENDMENT 2 - RENEWAL 2: 07/15/2022 - 7/14/2023

AMENDMENT 3 - RENEWAL 3: 07/15/2023- 7/14/2024

Contract Ordering Instructions

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

Scope of Services

This is the State-Wide Contract (SWC) for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details, see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, click link below:

[Statewide Contract Scope of Services](#)

Rates for Technicians and Materials

Category: Corrective/Unscheduled Maintenance			
SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
1	Chief Engineer	Hour	\$72.00
2	HVAC Technician	Hour	\$93.50
3	Electrical Technician	Hour	\$60.00
4	Electronics Technician	Hour	\$90.61
5	Fire Alarm Technician	Hour	\$90.61
6	Plumbing Technician	Hour	\$89.50
7	General Maintenance Tradesman	Hour	\$39.95
8	Generator Technician	Hour	\$95.00
9	Locksmith - Electronic	Hour	\$90.61
10	Locksmith - Mechanical	Hour	\$60.00
11	Welder	Hour	\$62.00
12	Fencing Technician	Hour	\$65.00
13	Specialty Kitchen Equipment	Hour	\$95.00
14	Groundskeeper/Landscaper	Hour	\$32.00
SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency			
Line Item	Maintenance Labor Category	Unit of Measure	Unit Price
15	Chief Engineer	Hour	\$108.00
16	HVAC Technician	Hour	\$140.25
17	Electrical Technician	Hour	\$90.00
18	Electronics Technician	Hour	\$135.92
19	Fire Alarm Technician	Hour	\$135.92
20	Plumbing Technician	Hour	\$134.25
21	General Maintenance Tradesman	Hour	\$59.93
22	Generator Technician	Hour	\$142.50
23	Locksmith - Electronic	Hour	\$135.92
24	Locksmith - Mechanical	Hour	\$90.00
25	Welder	Hour	\$93.00
26	Fencing Technician	Hour	\$97.50
27	Specialty Kitchen Equipment	Hour	\$142.50
28	Groundskeeper/Landscaper	Hour	\$48.00
SubCategory: Materials			
Line Item	Description of Supply/Service	Unit of Measure	Markup (%)
29	Corrective Maintenance Material Cost	Dollar	9.6%

DOAS Contact Information

Donnie Treadway

Contract Management Specialist
donnie.treadway@doas.ga.gov
404-463-0824

For Team Georgia Marketplace question(s)

Procurement Help Desk

Telephone: (404) 657-6000
Fax: (404) 657-8444
Email: procurementhelp@doas.ga.gov



CONTRACT AMENDMENT

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Fulton County Animal Shelter
Contractor's Full Legal Name:	CGL Facility Management, LLC
Contract No.:	99999-SPD0000154-0001
Solicitation No./Event ID:	
Solicitation Title/Event Name:	Preventative Facility Maintenance Service
Contract Award Date:	08/15/2018
Current Contract Term:	07/01/2023 – 07/01/2024

WHERE AS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- The purpose of this modification is.
 - a. To provide Fulton County pricing for the provision of Facility Maintenance Services to the newly built animal Shelter located at 1251 Fulton Industrial Blvd Atlanta, Ga. 30318 associated pricing is submitted for inclusion in the 99999-SPD0000154-0001 statewide contract.
- The following documents are included.
 - a. Scope of Services Modification – Attachment 1
 - b. Base Contract Pricing per DOAS format – Attachment 2
 - c. Staffing – Attachment 3
 - d. Overtime/ Emergency Rates- Attachment 4
 - e. Response Times -Attachment 5
- Effective Date: November 1st, 2023

Attachment 1 Scope of Services

1. System Requirements

- a. The contractor will be required to provide engineering management and technical expertise to protect Fulton County Animal Shelter capital investments and to maintain interior and exterior equipment and spaces, including, but not limited to, participating in strategic planning and budgeting sessions, evaluating infrastructure needs; energy management; provide an inventory of all equipment and systems; assist Fulton County Animal Shelter staff and outside contractors and consultants hired by FULTON COUNTY or facility improvements, additions, upgrades, building retrofits and studies and monitor regulatory compliance for systems included in the scope.
- b. The Contractor shall operate, maintain, monitor, and adjust the day-to-day operations of all mechanical, electrical, and building systems for which responsibility has been delegated. The Contractor shall develop and implement an effective, consistent, and documented corrective maintenance program. The program will target system performance, life cycle, cost, energy consumption, and safety. Required maintenance services for facilities include the following functions and pieces of major equipment, which are only illustrative, and shall also include all ancillary devices and systems that are a part of the mechanical, electrical, and building systems unless specifically excluded herein:

- i. **Emergency Generator**

- a. Regular inspection and maintenance of generators.
 - b. Testing and repair of generator components.
 - c. Fuel system maintenance and testing.
 - d. Load testing to ensure generator reliability.
 - e. The contractor is required to respond to emergency generator failures in accordance with the response times listed in Attachment 5

- ii. **Building Envelope and Structure**

- a. Inspection and maintenance of building envelope components.
 - b. Repair and replacement of damaged roofing, walls, windows, and doors.
 - c. Waterproofing and insulation services.
 - d. Structural integrity assessments and repairs.
 - e. The contractor must respond to emergency roofing issues per the response times listed in Attachment 5.

- iii. **Heating Ventilation and Air Conditioning**

- a. Troubleshooting and diagnostics of HVAC system failures.
 - b. Repair and replacement of malfunctioning HVAC components.
 - c. Restoration of proper functionality and performance of HVAC systems.
 - d. The contractor must respond to HVAC failures per the response times listed in Attachment 5.

- iv. **Fire Alarm**

- a. Inspection and testing of fire alarm systems.
 - b. Repair or replacement of faulty fire alarm components.
 - c. Emergency response and repair in case of fire alarm failures.
 - d. Compliance with fire safety regulations and codes.
 - e. The contractor must respond to emergency fire alarm issues per the response times listed in Attachment 5.

- v. **Fire Sprinkler**

- a. Inspection, testing, and maintenance of fire sprinkler systems.
 - b. Repair or replacement of malfunctioning sprinkler heads, pipes, and valves.
 - c. Compliance with fire sprinkler codes and regulations.
 - d. The contractor must respond to emergency sprinkler failures per the response times listed in Attachment 5.

- vi. **Electrical Systems**

- a. Inspection and troubleshooting of electrical systems.
 - b. Repair or replacement of faulty electrical components, switches, and outlets.
 - c. Restoration of power supply in case of outages.
 - d. Compliance with electrical codes and safety regulations.
 - e. Electrical panel maintenance and upgrades.
 - f. The contractor must respond to emergency electrical failures per the response times listed in Attachment 5.

- vii. **Building Utility Systems**
 - a. Inspecting, testing, and maintaining building utility systems (e.g., water supply, gas distribution, etc.).
 - b. Repair or replacement of faulty utility components.
 - c. Optimization of utility system performance and efficiency.
 - d. The contractor must respond to emergency utility failures per the response times listed in Attachment 5.
- viii. **Security Systems**
 - a. Inspecting, testing, and maintaining security systems (e.g., access control, CCTV, etc.).
 - b. Repair or replacement of faulty security system components.
 - c. Ensuring the integrity and reliability of security systems.
 - d. The contractor is required to respond to emergency security system failures according to the response times listed in Attachment 5.
- ix. **Lighting**
 - a. Inspection and maintenance of interior and exterior lighting systems.
 - b. Replacement of faulty light fixtures and bulbs. (Bulbs and ballasts to be purchased by Fulton County)
 - c. Energy-efficient lighting solutions.
 - d. The contractor must respond to emergency lighting failures per the response times listed in Attachment 5.
- x. **Plumbing and Sewer**
 - a. Identification and resolution of plumbing system malfunctions.
 - b. Repair or replacement of faulty plumbing fixtures, pipes, and valves.
 - c. Clearing of clogged drains and sewage lines.
 - d. Leak detection and repair.
 - e. Backflow prevention and testing.
 - f. The contractor must respond to emergency plumbing failures per the response times listed in Attachment 5.
- xi. **Natural Gas and LP Gas Distribution and Combustion Systems**
 - a. Inspection and maintenance of natural gas and LP gas distribution systems.
 - b. Repair or replacement of faulty gas distribution components.
 - c. Inspection and maintenance of gas combustion systems.
 - d. Compliance with gas safety regulations
 - e. The contractor must respond to emergency gas distribution and combustion failures per the response times listed in Attachment 5.
- xii. **Kitchen Equipment**
 - a. Inspection, testing, and maintenance of kitchen equipment.
 - b. Repair or replacement of faulty kitchen equipment components.
 - c. Ensuring the efficient and safe operation of kitchen equipment.
 - d. The contractor must respond to emergency kitchen equipment failures per the response times listed in Attachment 5.
- xiii. **Laundry Equipment**
 - a. Inspection, testing, and maintenance of laundry equipment.
 - b. Repair or replacement of faulty laundry equipment components.
 - c. Optimization of laundry equipment performance.
 - d. The contractor must respond to emergency laundry equipment failures per the response times listed in Attachment 5.
- xiv. **Lift Trucks are not included.**

2. Process and System Requirements

a. Short- and Long-Range Maintenance Planning

- i. The contractor shall develop an appropriate maintenance strategy and program based on the Client's performance requirements and standards and the criticality of applications supported by building systems. This includes developing both short-term and longer-term maintenance plans.
- ii. The contractor will support these plans by working with the Fulton County Animal Shelter Management Team to create supporting budgets.
- iii. The maintenance plans will include both corrective maintenance and capital spending.
- iv. The contractor will recommend capital spending based on clear system performance and the least maintenance life-cycle cost basis.
- v. The contractor shall identify options, prepare analysis, provide expertise, and make recommendations relating to new maintenance procedures, new Building System technologies, equipment overhauls, replace versus buy decisions, installation of new equipment, and disposal of obsolete equipment. Recommendations will draw on industry best practices, new technology developments, and the Contractor's experience. *CGL will follow Fulton County equipment disposal policies and processes.
- vi. The contractor will develop and submit recommendations for comprehensive planning, scheduling, and work control procedures to the Contract Manager.

b. Trouble Calls and Repairs

- i. Repairs consist of identifying what keeps an asset from operating correctly, correcting or replacing defective components to make it operate correctly, and verifying that the asset performs properly after the repair. The Contractor may perform repairs on-site or equipment that may be sent off-site to independent sources for repair.
- ii. The contractor will maintain records on all repairs through the CMMS.
- iii. The Contractor will review such historical data to determine if the equipment should be repaired or replaced.
- iv. The contractor will receive, record, and respond to all trouble calls and other user requests relating to facility services and perform all repairs and other work needed to resolve the problem and prevent a recurrence.
- v. The contractor will respond promptly to user requests for maintenance services such as "hot/cold" complaints, minor building maintenance, minor repairs, lamp replacement, and other miscellaneous services related to customer comfort. Response times will be listed in Attachment 5.
- vi. The contractor is expected to perform all corrective repairs during normal working hours, Monday through Friday.

c. After-hours and Emergency Requests and Repairs

- i. The contractor will develop, implement, and maintain a process for responding to "after-hours" and "emergency" requests and repairs. The process the Contractor implements will provide for response to work orders/requests on a 24-hour basis, seven (7) days a week, and will allow each facility to communicate directly with the Contractor.
- ii. "After-hours" is defined as occurring outside the regular operating business hours. Normal business hours are typically 7:00 a.m. and 7:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. Saturday. These hours are subject to change as operational requirements dictate.
- iii. "Emergency" requests are defined as repairs/requests of such urgent or essential nature that delaying the request may cause undue harm to individuals or building systems or seriously impact business operations.
- iv. The contractor will respond as soon as possible or according to the response times listed in Attachment 5. In case of an emergency request, the Contractor shall provide additional staff, resources, and/or equipment as needed.

d. Workforce

- i. The contractor shall provide a skilled workforce with the necessary qualifications, certifications, and experience to perform the requested services.
- ii. Contractor personnel must wear professional-looking coordinated attire, clearly identifying them as the Contractor's employees. Uniforms shall be maintained in a neat, clean, and free-from-excessive-wear manner.
- iii. The contractor shall provide to the Client no less than every six (6) months or, as requested, a current personnel roster of its employees providing services for the proposed scope of work. The personnel roster shall include the employee's name, job title, location, and contact information.

e. Computerized Maintenance Management System (CMMS)

- i. The contractor will assist in the development of a reporting system that communicates the maintenance needs to the maintenance staff and the Fulton County Animal Shelter Staff. All data will be available in real-time via a secure web-based system, and any and all reports can be run daily. The entire data will be stored on a dedicated server and be backed up daily on an independent server provided and maintained by a professional IT service company.

- ii. The contractor will validate and update the client CMMS that will have the capability to monitor and track at each facility the following as a minimum: organize and track inventory, manage equipment costs, track equipment history, schedule preventive maintenance tasks, maintain labor records, allocate resources, generate work orders, requisition and purchase parts, and project equipment failure.
- iii. The contractor will utilize the CMMS to produce the following reports: asset reports, equipment reports, labor reports, purchasing reports, scheduling reports, statistical predictive maintenance reports, work request reports, and work order reports.
- iv. The contractor will supply all hardware. The County will provide technical support for the CMMS.
- v. While the Contractor will be responsible for determining the system architecture for the CMMS, the Client must have direct, real-time access to CMMS data of all facilities through a secure Internet or Intranet application. Managers should be able to quickly obtain detailed and current information relating to the performance and condition of building systems, scheduled work, costs, and equipment repair histories. The CMMS should allow Facility Office managers the capability to search for data by field, generate automated reports, and perform other analyses, as well as conduct performance audits.
- vi. At the end of the term of the contract, the CMMS database and all historical data will become the property of the Client.

f. Materials, Spare Parts, Consumables

- i. The contractor will still be responsible for providing all materials and consumables associated with the preventive maintenance of the designated systems.
- ii. Corrective materials and parts for repairs, replacements, or materials and parts associated with a system upgrade shall be reimbursed to the Contractor. Preapproval of purchases must be obtained from the authorized contract monitor or designee for the Fulton County Animal Shelter unless an emergency exists. The contractor shall provide a copy of the invoice for the parts indicated on each invoice, and the Client shall reimburse per the mark-up rate in the Cost of Services, Attachment 4. CGL will follow all Fulton County procedures and guidelines on any project work. Review of project scope, work, and approval process will adhere to Fulton County policies.
- iii. The contractor shall develop, implement, and monitor the procurement and inventory management process of critical spare parts and consumable parts/materials to ensure that maintenance work is performed promptly and cost-effectively. *Cost for these parts and materials are not included in the contract cost. CGL will submit a list for approval by Fulton County to purchase these parts. Fulton County will have the final say in what is purchased.
- iv. Upon contract initiation, the contractor will determine item and stock levels of critical spares. Critical spare parts are those necessary to ensure continuous operation and facility reliability. Once these levels have been approved and authorized, the Contractor shall procure said items using the mark-up rate in the Cost of Services Attachment 2.
- v. Consumable parts/materials include parts utilized in the operation and maintenance of building systems but are not considered critical. The Contractor shall be responsible for ensuring that consumable parts/materials are available (not necessarily from stock or inventory) in a timely manner.
- vi. The contractor will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in the Client's building systems under its control. The contractor will coordinate, supervise, and approve all work under these contracts and ensure that service personnel adhere to appropriate procedures, conduct, and standards while on site.

g. Subcontractor

- i. The contractor may utilize subcontractors to perform aspects of the scope of work; however, the Contractor retains responsibility in the delivery of service per contractual requirements.
- ii. The subcontractor's repair, improvement, or upgrade cost shall be reimbursed to the Contractor unless it involves the performance of preventative maintenance services. Preapproval must be obtained from the Fulton County Animal Shelter unless an emergency condition exists. The contractor shall provide a copy of the invoice for the subcontractor, and the Fulton County Animal Shelter shall reimburse per the markup rate in the Cost of Services, Attachment 2.
- iii. The contractor must escort and provide access as required for all subcontractors they have engaged to provide services.

h. Storage Space

- i. Fulton County Animal Shelter will provide the Contractor with storage space for equipment, tools, materials, supplies, and cleaning supplies in the form of existing maintenance and storage space at each facility.

i. Tool and Key Control

- i. CGL will participate in any safety and security training deemed necessary or required by Fulton County.
- ii. CGL staff will follow all Fulton County SOPs, security protocols, and required training.
- iii. The contractor will be responsible for daily, weekly, and quarterly tool accountability and reporting.
- iv. All tools must have etched serial numbers.
- v. All tools must always be stored securely, hung on shadow boards, or locked in lock boxes.
- vi. Hazardous Materials
- vii. The contractor shall maintain a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard on each site.
- viii. The contractor will be responsible for following all OSHA regulations and "Right to Know" laws in using and handling all hazardous materials.

j. Fulton County Animal Shelter Priorities

- i. The Client will have the ability and reserves the right to determine priorities and redirect the Contractor's labor if the Client deems it necessary. The redirection will be given through the Contractor's Management Team and shall not be of such frequency as to prohibit the Contractor from performing the Scope of Work per this contract.

k. Performance Monitoring and Reporting

- i. The contractor shall develop an appropriate performance measurement reporting system that will provide performance feedback on critical systems, compliance, safety, efficiency, budgetary variance, schedule variance, customer satisfaction, productivity, quality, workload management, and other important issues.
- ii. The contractor will clearly present performance trends, explain progress on key dimensions, and proactively suggest strategies and tactics to continuously improve the maintenance performance, cost structure, and customer satisfaction with overall facilities services.
- iii. The contractor shall develop checklists to complete regular building rounds and inspections. These rounds will include surveying items crucial to the reliable performance of the facility infrastructure.

Attachment 2 Cost of Services

I. Startup Cost

The start-up will be paid at the completion of the task. This should occur within 90 days of the contract's start date. If completed earlier, the cost should be included in the monthly invoice during the time accomplished.

TOTAL START-UP COST \$ 15,000.00
(One-time cost)

II. Base Compensation

Payment will be made monthly for Maintenance Services. Base Compensation is defined as all labor, consumables, and materials required for preventative/ corrective maintenance.

*All staffing models are subject to change based on facility needs and demands

Total Monthly Base Compensation..... \$56,891.05

TOTAL ANNUAL BASE COMPENSATION RANGE \$128,782.10

Attachment 3 Staffing

Provide Four (4) permanently assigned CGL staff to perform work as defined in Attachment 1 – Scope of Services.

Labor mix is provided as follows:

- 1) One (1) Lead HVAC Technician
- 2) One (1) Plumber
- 3) Two (2) General Trades Technician

Staff are permanently assigned to The Fulton County Animal Shelter but can float as needed to other Fulton County contracts.

Staff onsite hours are defined as Monday-Friday 7AM-7PM & Saturday 7AM- 3PM. Sunday is an on-call basis only.

Region	Facility /Location	Resident Staff	Shared Staff (across Region)	Maintenance Specialty
1	Fulton County Animal Shelter	4		Lead HVAC, Plumber, Two General Trades

Attachment 4

I. Overtime for Unscheduled and Emergency Maintenance

Line Item	Description of Supply/Service Corrective/Unscheduled Maintenance- Normal Duty Hours	Qty	Unit of Measure	Unit Price
1	Chief Engineer	1	Hour	\$81.60
2	HVAC Technician	1	Hour	\$105.96
3	Electrical Technician	1	Hour	\$68.00
4	Electronics Technician	1	Hour	\$102.69
5	Fire Alarm Technician	1	Hour	\$102.69
6	Plumbing Technician	1	Hour	\$101.43
7	General Maintenance Tradesman	1	Hour	\$45.28
8	Generator Technician	1	Hour	\$107.66
9	Locksmith - Electronic	1	Hour	\$102.69
10	Locksmith - Mechanical	1	Hour	\$68.00
11	Welder	1	Hour	\$70.26
12	Fencing Technician	1	Hour	\$73.66
13	Specialty Kitchen Technician	1	Hour	\$107.66
14	Groundskeeper/Landscaper	1	Hour	\$36.27
Corrective/Unscheduled Maintenance- After Hours/Emergency				
15	Chief Engineer	1	Hour	\$122.40
16	HVAC Technician	1	Hour	\$158.95
17	Electrical Technician	1	Hour	\$102.00
18	Electronics Technician	1	Hour	\$154.03
19	Fire Alarm Technician	1	Hour	\$154.03
20	Plumbing Technician	1	Hour	\$152.15
21	General Maintenance Tradesman	1	Hour	\$67.92
22	Generator Technician	1	Hour	\$161.50
23	Locksmith - Electronic	1	Hour	\$154.04
24	Locksmith - Mechanical	1	Hour	\$102.00
25	Welder	1	Hour	\$105.40
26	Fencing Technician	1	Hour	\$110.50
27	Specialty Kitchen Technician	1	Hour	\$161.50
28	Groundskeeper/Landscaper	1	Hour	\$54.40

II. Materials/Subcontract Mark-Up

Mark-Up is the rate above the actual cost that the Client will reimburse the Contractor for subcontractors, parts, and materials. The Client must approve all reimbursable materials expenditures in advance unless an emergency condition exists. The Client is not obligated to utilize the Contractor for any Material/Subcontract purchases. Markup only pertains to material and/or parts, not labor rates. Contractor's mark-up expressed as a percentage: 9.6 %

Attachment 5 Response Times

Type of Emergency Service	Frequency	Normal Business Hours	After Business Hours
Emergency Generator	As Occurs	1 hours	4 hours
HVAC	As Occurs	1 hours	4 hours
Fire Alarm	As Occurs	1 hours	4 hours
Fire Sprinkler	As Occurs	1 hours	4 hours
Electrical Systems	As Occurs	1 hours	4 hours
Building Utility Systems	As Occurs	1 hours	4 hours
Lighting	As Occurs	1 hours	4 hours
Plumbing and Sewer	As Occurs	1 hours	4 hours
Laundry Equipment	As Occurs	1 hours	4 hours
Kitchen Equipment	As Occurs	1 hours	4 hours
Building Envelope and Structure	As Occurs	1 hours	4 hours


The Client will pay to the Contractor those costs associated with after-hours and emergency services in accordance with the After-Hours/Emergency Hourly Cost amount provided with the Contractor's Overtime for Unscheduled Emergency Work, Attachment 4.

SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Ted Perry / Senior Vice President
Date:	10/04/2023
Company Address:	1903 Phoenix Bld Suite 250 Atlanta Ga, 30349

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Address:	

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: Facility Maintenance – Animal Services Facility

Date: October 23, 2024

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

The purpose of this contract is to provide a single source for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings and is available for all locations throughout the state. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

The benefits of this contract are as follows:

- Saves approximately \$0.87/sq. ft. over historical/projected cost for current contract participants
- The average price for Scheduled/Preventive Maintenance (including cost of materials) is only \$1.00/sq. ft.
- Two (2) options exist for the performance of Unscheduled/Corrective Maintenance which can be used independently or mixed and matched for ultimate flexibility & efficiency]

- Fixed labor rates for skilled maintenance technicians (non-resident, all trades) available for unscheduled maintenance (normal duty hours, after hours and emergency) at rates 11% (on avg.) below industry benchmarks (labor only, materials additional)
 - Customize a permanent resident maintenance staff (skill types and quantities of maintenance personnel at your discretion) to perform unscheduled/corrective maintenance during normal operating hours for an average price 2¢/sq. ft./tech (labor only, materials additional)
 - Low markup on materials used for corrective maintenance repairs
 - Improved facility life and operational performance through a staff dedicated to meeting the preventive maintenance needs of all facility equipment; thereby reducing equipment failures and facility operational downtime.
 - On-site facility staff and managers supported by regional managers and technicians for fast, complete service and dedicated response to facility requests and emergencies 24/7 response to maintenance issues within each facility to protect life, safety and building operation
 - Program includes Computer Maintenance Management System (CMMS) which provides the ability to predict, define, track and categorize maintenance cost for easier budget analysis and improved facility life cycle management Note: actual prices for preventive maintenance and permanent resident staff may differ per location, average prices based on the weighted avg. price/sq. ft. for all facilities currently on contract
2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

See Attached

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

leveraging benefits of volume purchasing

volume discounts

X service delivery requirement advantages

X reduction of cycle times

X enhanced service specification

Additional information:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0782

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek, GA for water main relocations associated with the road widening improvements to Jones Bridge Road from Waters Road to Morton Road in the City of Johns Creek, GA, in the amount of \$3,736,760.00.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1. All official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The City of Johns Creek has approved a transportation project to widen Jones

Bridge Road from Waters Road to Morton Road. The project includes road widening, landscaped medians, and sidewalk improvements. As part of this roadway project, approximately 8,000 linear feet of 12-inch water main with appurtenances will be required to be relocated within the current right-of-way. The existing 30-inch watermain will remain & be uninterrupted. The City of Johns Creek bid the roadway improvements in August 2023 and has requested the execution of an Intergovernmental Agreement (IGA) between Fulton County and the City of Johns Creek to allow the City of Johns Creek to include the water main relocation work as part of their project. Fulton County would then reimburse the City of Johns Creek after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water mains is \$3,736,760.00 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has a 12-inch water main serving properties along the Jones Bridge Road. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Johns Creek. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main relocations is to allow the City of Johns Creek to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into the proposed IGA.

Project Implications: The road improvements impact the existing water mains due to modifications of existing grades caused by road widening along the Jones Bridge Road. This road widening will require water mains to be relocated and valves to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with existing water mains.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed IGA. This type of arrangement between the City of Johns Creek and Fulton County has worked well on past projects.

Contract Modification

“New Procurement.”

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

The City of Johns Creek

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit-A IGA- Jones Bridge Road

Exhibit-B Jones Bridge Widening-Bid Cost

Contact Information *(Type Name, Title, Agency and Phone)*

The City of Johns Creek

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$3,736,760.00.

TOTAL: \$3,736,760.00.

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☒ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I067

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Agenda Item No.: 23-0782

Meeting Date: 11/1/2023

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF JOHNS CREEK, GEORGIA AND FULTON COUNTY, GEORGIA
FOR THE ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION
OF APPROXIMATELY 8000 LF OF WATERLINE ALONG JONES BRIDGE ROAD FROM
WATERS ROAD TO MORTON ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is executed as of _____ day of _____, 2023, by and between **CITY OF JOHNS CREEK, GEORGIA (“CITY”)**, a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA (“COUNTY”)**, a political subdivision of the State of Georgia. The term “Party” refers individually to either the CITY or the COUNTY and the term “Parties” refers to both the CITY and the COUNTY.

WHEREAS, the CITY proposes to undertake a transportation project to widen Jones Bridge Road from Waters Road to Morton Road by contract through its competitive bidding procedures (“TRANSPORTATION PROJECT”); and

WHEREAS, the COUNTY has fire hydrant, water main, water meter, service lines, and valves, as shown on construction plans for the TRANSPORTATION PROJECT (“UTILITIES”); and

WHEREAS, the UTILITIES must be adjusted or relocated as a result of the TRANSPORTATION PROJECT (“UTILITIES RELOCATION”); and

WHEREAS, the COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES, or for other reasons considers it advantageous to have this work included in the TRANSPORTATION PROJECT contract to be let to bid by the CITY; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and CITY desire to enter into an IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, as consideration for UTILITIES RELOCATION the COUNTY will reimburse the adjustment or relocation cost incurred by the CITY; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of all parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves

as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and utility infrastructure improvements.

II. COMPENSATION AND PAYMENT.

The total estimated cost of UTILITIES RELOCATION work contemplated under this IGA is **Three Million Seven Hundred Thirty Six Seven Hundred and Sixty Dollars (\$3,736,760.00)**. Said amount shall be the total COUNTY contribution to the UTILITIES RELOCATION work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the parties as provided herein. It is agreed that the compensation specified herein includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing Party shall be paid for the percentage of work completed as of the date of termination.

III. OVERVIEW.

The UTILITIES RELOCATION project contemplated by this IGA consists of the following:

ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF APPROXIMATELY 8000 LF OF WATERLINE ALONG JONES BRIDGE ROAD FROM WATERS ROAD TO MORTON ROAD

IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the UTILITIES RELOCATION project design and submit a cost estimate to the CITY for its utility adjustment or relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the UTILITIES RELOCATION work at any time and to advise the CITY's engineer of any observed discrepancies or potential problems with the approved UTILITIES RELOCATION plan.
4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase of the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters within the control of the COUNTY so as not to delay the contractor under any circumstances.

5. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified UTILITIES RELOCATION work perform as part of the TRANSPORTATION PROJECT. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after delivery of payment request by the CITY.
6. Upon certification by the CITY's engineer that the UTILITIES RELOCATION work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted, relocated and/or newly construction UTILITIES and will thereafter operate and maintain said UTILITIES without further cost to the CITY or its contractor.

V. CITY OF JOHNS CREEK'S RESPONSIBILITIES.

1. The CITY shall undertake the UTILITIES RELOCATION contracting and construction and shall assume responsibility for management and completion of the UTILITIES RELOCATION project.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the CITY prior to advertising for TRANSPORTATION PROJECT bids.
3. All UTILITIES RELOCATION work, necessary for the adjustment or relocation of the described UTILITIES in accordance with the final UTILITIES RELOCATION plans when approved, shall be included in the TRANSPORTATION PROJECT contract and let to bid by the CITY.
4. All construction, engineering and contract supervision for the TRANSPORTATION PROJECT shall be the responsibility of the CITY. The CITY shall be responsible to assure that all UTILITIES RELOCATION work is accomplished in accordance with the plans and specifications and to consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's UTILITIES.
5. The CITY shall respond, in a reasonably timely manner, to any issue that may arise during the construction phase for the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters with the control of the CITY so as not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. TERM. This IGA shall be effective upon execution by both Parties and continue until December 31, 2026, unless the IGA is terminated as provided herein by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time as provided for herein.

VIII. TERMINATION. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or
2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from 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, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. To the extent allowed by law, the CITY shall ensure that any contractor retained or selected by the CITY to provide services related to the UTILITIES RELOCATION work contemplated in this IGA shall agree to indemnify and hold harmless the COUTNY as well as its commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which it or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, arising out of the UTILITIES RELOCATION work irrespective of the COUNTY's negligence (except that no Party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY, and/or its commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY and/or its commissioners,

officers, officials, employees, and agents, arising therefrom. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. INSURANCE. Prior to beginning the UTILITIES RELOCATION work, the CITY shall obtain and where the CITY is utilizing the services of a contractor to carry out the UTILITIES RELOCATION work, shall also cause its contractors to obtain and furnish certificates of insurance in which the COUNTY is named as an “Additional Insured,” for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

- i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- iii. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the UTILITIES RELOCATION work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the UTILITIES RELOCATION project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

XI. CONFIDENTIALITY.

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data in the System. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Each

Party makes no warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt a copy of written "Notice to Proceed" from Fulton County, shall complete the UTILITIES RELOCATION project based on the construction time for the TRANSPORTATION PROJECT.

XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY related to the UTILITIES RELOCATION. The COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance of the UTILITIES RELOCATION work shall not relieve the CITY to exercise reasonable care to correct, at its expense, any of its errors in the UTILITIES RELOCATION work. The COUNTY's review recommendations shall be incorporated into the UTILITIES RELOCATION work activities of the CITY.

XV. RECORDS.

The CITY shall keep accurate records in a reasonable manner approved by the COUNTY with regard to the UTILITIES RELOCATION activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this IGA.

XVI. MISCELLANEOUS.

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the

COUNTY and CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity or other governmental immunity as allowed by law.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, the COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
 - 1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.
 - 2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

3. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

- E. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to the COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- G. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.
- H. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

- I. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To the COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To the CITY:

Allison Tarpley
City Clerk
11360 Lakefield Drive
Johns Creek, Ga 30097

Copy to:

City Attorney
CAROTHERS & MITCHELL, LLC
1809 Buford Highway
Buford, Ga 30518

- J. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF JOHNS CREEK, GEORGIA

By: _____

John Bradberry, Mayor

Attest:

By: _____

Allison Tarpley, City Clerk

Approved as to Form:

By: _____

City Attorney



FULTON COUNTY, GEORGIA

By: _____

Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____

Tonya R. Grier, Commission Clerk

Approved as to Form:

By: _____

County Attorney

CITY OF JOHNS CREEK- ITB 23-075

Jones Bridge Widening (Waters Road to Morton Road)

Bid Opened in BidNet 3/21/23 2:01PM

JONES BRIDGE ROAD WIDENING			
Water-Line (2)			
Code	Description	UOM	QTY
171-0030	TEMPORARY SILT FENCE, TYPE C(171-0030)	Linear Foot/Feet	10000
500-3101	CLASS A CONCRETE(500-3101)	Cubic Yard	175
500-3800	CLASS A CONCRETE, INCL REINF STEEL(500-3800)	Cubic Yard	245
611-8120	ADJUST WATER METER BOX TO GRADE(611-8120)	Each	1
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)	Each	1
600-0001	FLOWABLE FILL(600-0001)	Cubic Yard	100
670-1060	WATER MAIN, 6 IN	Linear Foot/Feet	190
670-1080	WATER MAIN, 8 IN	Linear Foot/Feet	147
670-1100	WATER MAIN, 10 IN	Linear Foot/Feet	20
670-1120	WATER MAIN, 12 IN	Linear Foot/Feet	10058
670-1600	CUT & PLUG EXISTING WATER MAIN	Each	23
670-2500	INSERTION VALVE -	Each	2
670-2060	GATE VALVE, 6 IN	Each	1
670-2080	GATE VALVE, 8 IN	Each	1
670-2100	GATE VALVE, 10 IN(670-2100)	Each	1
670-2120	GATE VALVE, 12 IN	Each	30
670-2002	VALVE MARKER	Each	1
670-7000	STEEL CASING -	Linear Foot/Feet	50
615-1000	JACK OR BORE PIPE -(615-1000)	Linear Foot/Feet	1386
615-1000	JACK OR BORE PIPE -(615-1000)	Linear Foot/Feet	62
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN	Each	1
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN	Each	20
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN	Each	1
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN	Each	1
670-3171	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN	Each	1
670-4000	FIRE HYDRANT	Each	19
670-5010	WATER SERVICE LINE, 1 IN(670-5010)	Linear Foot/Feet	200
670-5020	WATER SERVICE LINE, 2 IN	Linear Foot/Feet	200
670-5620	WATER SERVICE LINE, 3/4 IN	Linear Foot/Feet	250
670-5000	WATER SERVICE LINE -	Linear Foot/Feet	100
670-9710	RELOCATE EXIST FIRE HYDRANT	Each	1
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	Each	1
670-9730	RELOCATE EXIST WATER METER, INCL BOX	Each	1
670-9734	RELOCATE EXISTING WATER METER, INCL BYPASS & VAULT -	Each	1
670-9920	REMOVE EXISTING FIRE HYDRANT	Each	1
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	Each	1
670-9737	REMOVE AND REPLACE EXT. WATER VAULT INCL MEETER AND	Each	1

***	TASK ALLOWANCE	Unit	1
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CMES,INC.	
Water-Line (2)	
Price	Total Cost
\$5.00	\$50,000.00
\$570.00	\$99,750.00
\$400.00	\$98,000.00
\$1,400.00	\$1,400.00
\$800.00	\$800.00
\$220.00	\$22,000.00
\$130.00	\$24,700.00
\$150.00	\$22,050.00
\$150.00	\$3,000.00
\$190.00	\$1,911,020.00
\$2,000.00	\$46,000.00
\$3,700.00	\$7,400.00
\$3,300.00	\$3,300.00
\$3,800.00	\$3,800.00
\$5,200.00	\$5,200.00
\$7,100.00	\$213,000.00
\$270.00	\$270.00
\$350.00	\$17,500.00
\$200.00	\$277,200.00
\$300.00	\$18,600.00
\$7,100.00	\$7,100.00
\$10,000.00	\$200,000.00
\$14,000.00	\$14,000.00
\$20,000.00	\$20,000.00
\$52,000.00	\$52,000.00
\$10,000.00	\$190,000.00
\$71.00	\$14,200.00
\$130.00	\$26,000.00
\$49.00	\$12,250.00
\$130.00	\$13,000.00
\$3,800.00	\$3,800.00
\$1,600.00	\$1,600.00
\$1,600.00	\$1,600.00
\$2,700.00	\$2,700.00
\$820.00	\$820.00
\$2,700.00	\$2,700.00
\$50,000.00	\$50,000.00
TOTAL	\$3,436,760.00
\$300,000.00	\$300,000.00
TOTAL	\$3,736,760.00



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0783

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation for the relocation of water facilities associated with the widening of State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton County, Georgia. The project (P.I. No-0007838) involves the relocation of 22,000 linear feet of 8, 10, 12, and 18-inch water lines with appurtenances within Fulton County at an estimated cost of \$5,391,245.87.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that "[a]ll official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes."

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background The Georgia Department of Transportation (GDOT) is currently planning the widening of SR 9 from Windward Parkway to the Forsyth County Line in Fulton County. The

project includes road widening, landscaped medians, and sidewalk improvements. As part of this roadway project, approximately 22,000 LF of 8, 10, 12 and 18-inch water lines with appurtenances owned by Fulton County must be relocated within the current right-of-way. GDOT is going to bid on SR 9 improvements at the end of 2023 and has requested the execution of a Contract Item Agreement (CIA) between Fulton County and GDOT to allow GDOT to bid on the water main relocation work as part of their project. Fulton County would then reimburse GDOT after the relocation has been completed and accepted.

Scope of Work: As part of the roadway project, approximately 22,000 LF of 8, 10, 12 and 18-inch water lines with appurtenances are required to be relocated. Water service should remain largely uninterrupted during the construction period. Fulton County staff will be on-site during the relocation of the water main to ensure that its construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water mains is \$5,391,245.87 and has been budgeted for as part of the water and sewer fund and included in the 2016-2026 Capital Improvement Program.

Community Impact: Currently, Fulton County has 8, 10, 12, and 18-inch water mains serving properties along the SR-9. The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Alpharetta and the City of Milton. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main relocations is to allow GDOT to bid out the work as part of their roadway project. Therefore, the Department of Public Works recommends that Fulton County enter into a CIA with GDOT.

Project Implications: The road improvements will impact the existing water mains because modifications to the existing grades caused by the road widening along SR-9 will require the water mains to be relocated and valves and sanitary sewer manholes to be adjusted to match the proposed roadway surface. The existing water main relocations must occur to maintain water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained but temporary interruptions may occur during tie-ins with existing water mains and sewer lines.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed CIA. This type of arrangement between the GDOT and Fulton County has worked well on past projects.

Contract Modification

“New Procurement.”

Agenda Item No.: 23-0783

Meeting Date: 11/1/2023

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

The Georgia Department of Transportation

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit A -PI-0007838 CIA between GDOT and Fulton County

Exhibit B -PI-0007838 Estimated Cost

Contact Information *(Type Name, Title, Agency and Phone)*

The Georgia Department of Transportation

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$5,391,245.87.

TOTAL: \$5,391,245.87.

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☒ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I301 / Water & Sewer Renewal and Extension Fund

Key Contract Terms
Start Date:
End Date:

Agenda Item No.: 23-0783

Meeting Date: 11/1/2023

Cost Adjustment:	Renewal/Extension Terms:
-------------------------	---------------------------------

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

Report Period End:

Account No. – Class: 733005- 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: **CSSTP-0007-00(838), Fulton County**

G.D.O.T. P.I. No.: **0007838**

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and Fulton County, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to **widen State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton County, Georgia;** and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$5,391,245.87** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00 or 0% and the LOCAL AGENCY shall bear \$5,391,245.87 or 100%.**

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FULTON COUNTY

BY: _____
CHAIRMAN

Signed on behalf Fulton County pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: _____
STATE UTILITIES ADMINISTRATOR

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: CSSTP-0007-00(838)
COUNTY: FULTON
G.D.O.T. P.I. NO.: 0007838
DATE: September 27, 2023 DB

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the Chairman and Board of Commissioners of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project CSSTP-0007-00(838), Fulton County, P.I. No. 0007838 to widen State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton County and that Robb Pitts as Chairman and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Chairman and BOARD OF COMMISSIONERS of FULTON COUNTY.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

FULTON COUNTY

I _____, as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of Fulton County. WITNESS my hand and official signature, this the _____ day of _____, 20_____.

BY: _____
COMMISSION CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. CSSTP-0007-00(838), P.I. NO. 0007838, FULTON COUNTY, TO WIDEN STATE ROUTE 9 FROM WINDWARD PARKWAY TO THE FULTON/FORSYTH COUNTY LINE.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

**I hereby declare under penalty of perjury that the
foregoing is true and correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Fulton County Water Resources - Water and Sewer Facilities

Fulton County Public Works, Water Resources P1 No 0007838 - SR 9 From Windward Parkway to Forsyth County Line		Additional Description	Unit	Orig Est Unit Price	In-Kind Items		Bettment Items		In-Kind/ Bettment Total Qty	Actual Bid Costs					Actual Bettment Bid Cost
					Orig Plan Total Qty	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Bettment Bid Cost	Actual Bettment Bid Cost
500-3800	CLASS A CONCRETE, INCL REIN STEEL(500-3800)	Concrete Curb for 18" R. 20'	CY	250.00	85	21,250.00			85						
511-8120	ADJUST WATER METER BOX TO GRADE(611-8120)		EA	500.00	47	23,500.00			47	0					
511-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)		EA	300.00	21	6,300.00			21	0					
511-8050	ADJUST MANHOLE TO GRADE(611-8050)		EA	300.00	21	6,300.00			21	0					
500-0001	FLOWABLE FILL(600-0001)		CY	602.00	150	90,300.00			150	0					
570-1060	WATER MAIN, 6 IN	rip	LF	60.00	100	6,000.00			100	0					
570-1080	WATER MAIN, 8 IN	rip	LF	90.00	4756	42,804.00			4756	0					
570-1100	WATER MAIN, 10 IN	rip	LF	110.00	2768	30,248.00			2768	0					
570-1120	WATER MAIN, 12 IN	rip	LF	120.00	13758	1,650,960.00			13758	0					
570-1180	WATER MAIN, 18 IN	rip	LF	150.00	1502	225,300.00			1502	0					
570-1600	CUT & R LUG EXISTING WATER MAIN		EA	2,000.00	48	96,000.00			48	0					
570-1700	INSERTION VALVE, 6 IN		EA	10,000.00	11	110,000.00			11	0					
570-7225	INSERTION VALVE, 10 IN		EA	11,000.00	6	66,000.00			6	0					
570-7240	INSERTION VALVE, 12 IN		EA	12,000.00	10	120,000.00			10	0					
570-2060	GATE VALVE, 6 IN		EA	2,500.00	1	2,500.00			1	0					
570-2080	GATE VALVE, 8 IN		EA	3,000.00	15	45,000.00			15	0					
570-2100	GATE VALVE, 10 IN(670-2100)		EA	5,000.00	13	65,000.00			13	0					
570-2120	GATE VALVE, 12 IN		EA	7,000.00	30	210,000.00			30	0					
570-2180	GATE VALVE, 18 IN		EA	10,000.00	5	50,000.00			5	0					
570-2240	GATE VALVE, 24 IN		EA	30,000.00	1	30,000.00			1	0					
570-2002	VALVE MARKER	*** Requires Special Provision *** (670-2240)	EA	50.00	122	6,100.00			122	0					
570-7000	STEEL CASING -	18" WT 0.37' to open Curb (rip)	LF	100.00	110	11,000.00			110	0					
615-1000	JACK OR BORE PIPE - (615-1000)	12" STEEL CASING, WT 10.00	LF	140.00	528	73,920.00			528	0					
615-1000	JACK OR BORE PIPE - (615-1000)	12" STEEL CASING, WT 10.00	LF	180.00	1522	273,960.00			1522	0					
615-1000	JACK OR BORE PIPE - (615-1000)	24" STEEL CASING, WT 10.00	LF	200.00	128	25,600.00			128	0					
670-2700	ABANDONMENT OF WATER VALVES	*** Requires Special Provision *** (6070-2700)	EA	300.00	53	15,900.00			53	0					
570-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN		EA	5,000.00	1	5,000.00			1	0					
570-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN		EA	7,000.00	39	273,000.00			39	0					
570-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN		EA	10,000.00	2	20,000.00			2	0					
570-3171	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN		EA	12,000.00	16	192,000.00			16	0					
570-3172	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN		EA	20,000.00	7	140,000.00			7	0					
570-3190	TAPPING SLEEVE & VALVE ASSEMBLY, 24IN X 10 IN	*** Requires Special Provision *** (6070-3190)	EA	24,000.00	1	24,000.00			1	0					
570-4000	FIRE HYDRANT		EA	4,500.00	35	157,500.00			35	0					
570-5001	AIR RELEASE VALVE ASSEMBLY(670-5001)		EA	5,500.00	10	55,000.00			10	0					
570-5005	BLOW-OFF ASSEMBLY, COMPI (670-5005)		EA	5,500.00	10	55,000.00			10	0					
570-5010	WATER SERVICE LINE, 1 IN(670-5010)		LF	30.00	500	15,000.00			500	0					
570-5020	WATER SERVICE LINE, 1 IN		LF	30.00	500	15,000.00			500	0					
570-5620	WATER SERVICE LINE, 3/4 IN		LF	12.00	500	6,000.00			500	0					
570-5600	WATER SERVICE LINE	1.12 IN	LF	9.00	500	4,500.00			500	0					
510-7010	REMOVE WATER METER		EA	300.00	5	1,500.00			5	0					
511-8120	ADJUST WATER METER BOX TO GRADE(611-8120)		EA	500.00	5	2,500.00			5	0					
570-9710	RELOCATE EXIST FIRE HYDRANT		EA	500.00	5	2,500.00			5	0					
570-9720	RELOCATE EXIST WATER VALVE, INCL BOX		EA	500.00	29	14,500.00			29	0					
570-9730	RELOCATE EXIST WATER METER, INCL BOX		EA	2,000.00	50	100,000.00			50	0					
570-9734	RELOCATE EXISTING WATER METER, INCL BOX, TYPASS & VALVE	*** Requires Special Provision *** (6070-9734)	EA	15,000.00	2	30,000.00			2	0					
570-9920	ADJUST MANHOLE TO GRADE(611-8050)	Install Easement Top Case	EA	4,500.00	49	22,050.00			49	0					
511-8050	ADJUST MANHOLE TO GRADE(611-8050)	At the Center	EA	5,500.00	3	16,500.00			3	0					
511-8050	ADJUST MANHOLE TO GRADE(611-8050)		EA	2,500.00	16	40,000.00			16	0					
570-9737	REMOVE AND REPLACE EXT. WATER VAULT INCL METER AND		EA	22,000.00	13	286,000.00			13	0					
Total				Unit		\$ 8,391,245.87			1			\$			
GDOT SHARE					TOTAL EST In-Kind		TOTAL BETTMENT EST			TOTAL Actual Bid Cost		TOTAL Actual In-Kind Bid Cost		TOTAL BETTMENT Bid Cost	
0.00%					\$ 8,391,245.87		\$ -			\$ -		\$ -		\$ -	
FACILITY OWNER SHARE					TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE		TOTAL ESTIMATE IN-KIND & BETTMENT			TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE		TOTAL BID COST IN-KIND & BETTMENT			
100.00%					\$ 8,391,245.87		\$ 8,391,245.87			\$ -		\$ -			
					TOTAL ESTIMATE IN-KIND (REIMBURSABLE) GDOT SHARE		TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTMENT			TOTAL BID COST IN-KIND (REIMBURSABLE) GDOT SHARE		TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTMENT			
					\$ -		\$ 8,391,245.87			\$ -		\$ -			

Notes: *Task Allowance: (As designated by Fulton County Project Manager) **Items highlighted were not submitted in CUS

Fulton County Water Resources - Water and Sewer Facilities

Fulton County Water Resources - Water and Sewer Facilities										
Fulton County Public Works, Water Resources P1 No 0067838 - SR 9 from Windward Parkway to Forsyth County Line										
Additional Description	Unit	Orig Est Unit Price	Orig Est Unit Price Total Qty	In-Kind Items	Betterment Items	In-Kind / Betterment Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost
500-3800 CLASS A CONCRETE, INCL REINF STEEL(50633800)	CY	\$ 250.00	85	\$ 21,250.00						
611-8120 ADJUST WATER METER BOX TO GRADE(6118120)	EA	\$ 500.00	47	\$ 23,500.00						
611-8140 ADJUST WATER VALVE BOX TO GRADE(6118140)	EA	\$ 300.00	21	\$ 6,300.00						
604-0001 FLOWABLE FILL(6040001)	CY	\$ 602.00	150	\$ 90,300.00						
670-1000 WATER MAIN, 10 IN	LF	\$ 90.00	100	\$ 9,000.00						
670-1100 WATER MAIN, 12 IN	LF	\$ 90.00	353	\$ 31,770.00						
670-1120 WATER MAIN, 12 IN	LF	\$ 120.00	13758	\$ 1,650,960.00						
670-1180 WATER MAIN, 18 IN	LF	\$ 150.00	1502	\$ 225,300.00						
670-1600 CUT & PLUG EXISTING WATER MAIN	EA	\$ 2,000.00	48	\$ 96,000.00						
670-2120 INSERTION VALVE, 10 IN	EA	\$ 11,000.00	11	\$ 121,000.00						
670-2125 INSERTION VALVE, 10 IN	EA	\$ 11,000.00	6	\$ 66,000.00						
670-2200 GATE VALVE, 8 IN	EA	\$ 2,500.00	1	\$ 2,500.00						
670-2800 GATE VALVE, 8 IN	EA	\$ 3,000.00	15	\$ 45,000.00						
670-2100 GATE VALVE, 10 IN(6702100)	EA	\$ 5,000.00	13	\$ 65,000.00						
670-2120 GATE VALVE, 12 IN	EA	\$ 7,000.00	30	\$ 210,000.00						
670-2140 GATE VALVE, 14 IN	EA	\$ 10,000.00	5	\$ 50,000.00						
670-2240 GATE VALVE, 24 IN	EA	\$ 30,000.00	1	\$ 30,000.00						
670-7000 STEEL CASING -	LF	\$ 100.00	110	\$ 11,000.00						
670-7000 *** Requisite Special Provision *** (670-7000)	LF	\$ 100.00	110	\$ 11,000.00						
615-1000 JACK OR BORE PIPE - (615-1000)	LF	\$ 140.00	528	\$ 73,920.00						
615-1000 JACK OR BORE PIPE - (615-1000)	LF	\$ 180.00	1522	\$ 273,960.00						
615-1000 JACK OR BORE PIPE - (615-1000)	LF	\$ 200.00	128	\$ 25,600.00						
670-7000 ABANDONMENT OF WATER VALVES	EA	\$ 300.00	53	\$ 15,900.00						
670-3066 TAPPING SLEEVE & VALVE ASSEMBLY, 7.6 IN X 6 IN	EA	\$ 5,000.00	1	\$ 5,000.00						
670-3087 TAPPING SLEEVE & VALVE ASSEMBLY, 7.6 IN X 8 IN	EA	\$ 7,000.00	39	\$ 273,000.00						
670-3100 TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN	EA	\$ 12,000.00	2	\$ 24,000.00						
670-3171 TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN	EA	\$ 12,000.00	16	\$ 192,000.00						
670-3172 TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN	EA	\$ 20,000.00	7	\$ 140,000.00						
670-3190 TAPPING SLEEVE & VALVE ASSEMBLY, 24 IN X 10 IN	EA	\$ 24,000.00	1	\$ 24,000.00						
670-3190 *** Requisite Special Provision *** (670-3190)	EA	\$ 24,000.00	1	\$ 24,000.00						
670-4000 FIRE HYDRANT	EA	\$ 4,500.00	35	\$ 157,500.00						
670-2003 AIR RELEASE VALVE ASSEMBLY(6702003)	EA	\$ 5,500.00	10	\$ 55,000.00						
670-5000 WATER SERVICE LINE - 1 IN(670-5000)	LF	\$ 20.00	500	\$ 10,000.00						
670-5010 WATER SERVICE LINE - 1 IN(670-5010)	LF	\$ 20.00	500	\$ 10,000.00						
670-5020 WATER SERVICE LINE - 2 IN	LF	\$ 30.00	500	\$ 15,000.00						
670-5030 WATER SERVICE LINE - 3 IN	LF	\$ 40.00	500	\$ 20,000.00						
670-5000 WATER SERVICE LINE -	LF	\$ 5.00	500	\$ 2,500.00						
670-5000 WATER SERVICE LINE -	LF	\$ 300.00	5	\$ 1,500.00						
610-7010 REMOVE WATER METER	EA	\$ 500.00	5	\$ 2,500.00						
611-8120 ADJUST WATER METER BOX TO GRADE(6118120)	EA	\$ 500.00	5	\$ 2,500.00						
670-9710 RELOCATE EXIST FIRE HYDRANT	EA	\$ 500.00	5	\$ 2,500.00						
670-9720 RELOCATE EXIST WATER VALVE, INCL BOX	EA	\$ 2,000.00	29	\$ 58,000.00						
670-9734 RELOCATE EXIST WATER METER, INCL BOX	EA	\$ 2,000.00	50	\$ 100,000.00						
670-9730 REMOVE EXISTING FIRE HYDRANT	EA	\$ 15,000.00	49	\$ 727,500.00						
670-9730 REMOVE EXISTING FIRE HYDRANT	EA	\$ 15,000.00	49	\$ 727,500.00						
611-8050 ADJUST MANHOLE TO GRADE(6118050)	EA	\$ 5,592.25	3	\$ 16,783.87						
611-8050 ADJUST MANHOLE TO GRADE(6118050)	EA	\$ 2,500.00	16	\$ 40,000.00						
670-9737 REMOVE AND REPLACE EXT. WATER VAULT INCL METER AND	EA	\$ 22,000.00	13	\$ 286,000.00						
670-9737	EA	\$ 22,000.00	13	\$ 286,000.00						
Task Allowance	Unit	\$ -	1	\$ -						
Total				\$ 5,391,245.87						
GDOT SHARE				TOTAL EST In-Kind	TOTAL Betterment EST			TOTAL Actual Bid Cost	TOTAL Actual In-Kind Bid Cost	TOTAL Betterment Bid Cost
0.000%				\$ 5,391,245.87	\$ -			\$ -	\$ -	\$ -
FACILITY OWNER SHARE				TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL ESTIMATE IN-KIND & BETTERMENT			TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	
100.00%				\$ 5,391,245.87	\$ 5,391,245.87			\$ -	\$ -	\$ -
				TOTAL ESTIMATE IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL ESTIMATE IN-KIND & BETTERMENT			TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	TOTAL BID COST IN-KIND (NON-REIMBURSIBLE) FACILITY OWNER SHARE	
				\$ 5,391,245.87	\$ 5,391,245.87			\$ -	\$ -	\$ -

Notes: **Task Allowance: (As-designed by Fulton County Project Manager)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0784

Meeting Date: 11/1/2023

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal - Department of Public Works, 23RFP139483K-DB, TSPLOST Program Management Services in the amount not to exceed \$118,000.00 with Goodwyn Mills Cawood, LLC. (GMC), program management services in the execution of the Transportation Special Purpose Local Option Sales Tax (TSPLOST). Effective January 1, 2024 through December 31, 2024 with two (2) one (1) year renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Infrastructure and Economic Development

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☒
- District 4 ☐
- District 5 ☒
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: Program management services will include the preparation of reports and technical memorandum, conducting meetings, and following all requirements contained in SB369 to ensure Fulton County's compliance. Since the fall of 2020, the TSPLOST program has been managed by the Department of Public Works with the assistance of a consultant in order to remain in compliance with the state requirements, while the individual cities involved in the program have managed the specific transportation improvement projects.

Scope of Work: The consultant will be responsible for the following major work elements between

the award of the contract through the end of the current TSPLOST Program.

- A. Capital Project Tracking
- B. Monthly Financial Distribution
- C. Citizen Oversight Council Meetings
- D. Annual audit of the TSPLOST Program
- E. Special Service

The detailed scope of work is attached as Exhibit 3.

Community Impact: There is no direct impact to the community with this program management contract. However, indirectly, the proper management of the TSPLOST program is necessary to meet all the state requirements related to the program.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Without proper TSPLOST program management, Fulton County will not be in compliance with the state requirements that allow for the collection of additional sales tax for transportation improvements.

Community Issues/Concerns: No community issues or concerns have been raised by the community to the Department of Public Works.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the proposed scope of work presented by the consultant.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$118,000.00

Prime Vendor: Goodwyn Mills and Cawood, LLC

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: \$118,000.00 or 100.00%

Total Contract Value: \$118,000.00 or 100.00%

Total Certified Value: \$0.00

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contract Performance Report

Exhibit 3: Detailed Scope of Work

Contact Information

David Clark, Director, Department of Public Works,

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$118,000.00
TOTAL: \$118,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

308-540-5401-1160: TSPLOST, Public Works, Professional Services

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: Two renewal options

Overall Contractor Performance Rating: 100

Agenda Item No.: 23-0784

Meeting Date: 11/1/2023

Would you select/recommend this vendor again?

Yes

Report Period Start:
06/27/023

Report Period End:
9/26/2023



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: October 4, 2023

PROJECT: #23RFP139483K-DB; TSPLOST Program Management Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Public Works.

Two (2) qualified firm submitted a proposal for evaluation and consideration for award of this project:

1. American Engineers, Inc.
2. Goodwyn Mills Cawood, LLC.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Goodwyn, Mills Cawood, LLC. with a total score of 91.63 is the recommended vendor for the award of #23RFP139483K-DB; TSPLOST Program Management Services.

Evaluation Committee Recommendation Letter
October 4th, 2023
Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

David Clark

65CE1C9FDD834B8...rk, Director
Public Works

DocuSigned by:

Terry Peters

FE1D9F3C081E425...ers, Deputy Director
Public Works

DocuSigned by:

Wyvern Budram

264C50E590B540E...m, Traffic Operations Manager
Public Works

Evaluation Committee Recommendation Letter

October 4th, 2023

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EVALUATION CRITERIA	WEIGHT	American Engineers, Inc.	Goodwyn, Mills Cawood, LLC. (GMC)
Project Plan and Technical Approach	40	26.67	40.00
Qualifications of Key Personnel	20	16.67	16.67
Relevant Project Experience/Past Performance	15	11.25	13.75
Availability of Key Personnel	3	2.25	2.25
Local Preference	5	0	5
Service Disabled Veterans Preference	2	0	0
Cost Proposal	15	15	13.96
TOTAL SCORE:	100.00	71.84	91.63

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E1
Project	TSPLOST Program Management Services
Project Number	20RFP124470K-DB
Supplier	Goodwyn, Mills and Cawood, Inc.
Supplier Project Contact	Bryant Poole (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	06/27/2023 to 09/26/2023
Effective Date	10/05/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	10/05/2023 11:15 AM EDT
Completion Date	10/05/2023 11:15 AM EDT
Evaluation Score	100



10/5/2023

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

GMC is always ahead of any milestone or deadline set.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

GMC is always ahead of any milestone or deadline set.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

The quality of monthly/quarterly reports is excellent.

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

Comments

GMC is always responsive to any inquiry and phone calls are promptly returned.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

GMC is exceeding expectations

GENERAL COMMENTS

Comments

Not Specified

PROGRAM MANAGEMENT

The Program Management Team will be responsible for the following major work elements between the award of the contract through the end of the current TSPLOST Program.

A. Capital Project Tracking

1. All transportation improvement projects are managed by each individual city. However, Fulton County has teamed with software provider, Socrata, to establish a web-based database for each city to enter their current project status.

2. The consultant will be responsible in ensuring that the information entered into the database is accurate and timely by the individual cities. Additionally, the consultant will be responsible for working with those cities who do not have accurate information entered into the database.

B. Monthly Financial Distribution

1. The State Department of Revenue proceeds the sales tax proceeds directly to each city on a monthly basis. The consultant will record the monthly amounts received by each city to ensure that the proceeds are consistent with the terms of the IGA.

2. Any inconsistencies in tax proceeds will be immediately brought to the attention of the affected city and Fulton County.

C. Citizen Oversight Council Meetings

1. Each City has appointed a citizen to represent the City on an oversight council. The Council is required to meet at least twice a year and is generally responsible for bringing concerns about how the TSPLSOT program is being implemented to Fulton County.

2. The consultant will be responsible for coordinating and facilitating these meetings.

3. Additionally, an annual meeting with all of the City's Public Works' or Transportation Directors is held in December to review the individual City's progress in completing projects within their city. The consultant will also be responsible for coordinating and facilitating these meetings.

D. Annual audit of the TSPLOST Program

1. SB369 requires Fulton County to conduct an annual audit of the program and to publish the results in the local newspaper.

2. The actual audit is conducted by a contractor hired by the Fulton County Finance Department and is not a part of the consultant's duties. However, it is the responsibility of the consultant to receive the results from the audit and prepare and publish the annual report as required.

E. Special Services

1. Special services outside the scope of basic services may be provided when authorized in writing by the Owner, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.
2. Preparing and submitting grant applications for the Owner.
3. Providing coordination of work performed by separate contractors or by the Owner's own forces.
4. Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
5. Attending and assisting the Owner in arranging any public information meeting or public proceeding.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0785

Meeting Date: 11/1/2023

Department

Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of recommended proposal - Fulton County Animal Services, 23RFP052223C-MH, in an amount not to exceed \$9,080,000.00 with Lifeline Animal Project, Inc (Avondale Estates, GA) to provide animal control services (shelter operations as well as field services) that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City effective January 1, 2024 through December 31, 2024, with four renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Sections 102-374 and 102-375, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: The scope of work provides animal and rabies control services to include all personnel, supplies, utilities and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville,

Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. The cost of this contract will be ultimately shared with the 15 municipalities that we serve, as well as unincorporated Fulton County

Community Impact: The approval of the RFP is necessary so that a contract can be finalized to continue critical Animal Services for the citizens of Fulton County. Fulton County Animal Services is currently operating on an extension from a previous contract that is set to expire on December 31, 2023.

Department Recommendation: The Department of Emergency Management recommends Board of Commissioners' approval for the agenda item.

Project Implications: There are no project implications.

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners regarding this contract.

Department Issues/Concerns: The Department of Emergency Management does not have any specific issues or concerns as it relates to this specific agenda item.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: **\$9,080,000.00**

Prime Vendor: Lifeline Animal Project
Prime Status: Non-Minority
Location: College Park, GA
County: Fulton County
Prime Value: \$8,868,436.00 or 97.67%

Subcontractor: PetData, LLC
Subcontractor Status: Non-Minority
Location: Irving, Texas
County: Dallas County
Subcontractor Value: \$201,576.00 or 2.22%

Subcontractor: Clifton Harrison CPA, LLC
Subcontractor Status: African American Male Business Enterprise
Location: Dunwoody, GA
County: DeKalb County
Subcontractor Value: \$9,988.00 or 0.11%

Total Contract Value: **\$9,080,000.00 or 100.00%**
Total Certified Value: **\$9,988.00 or 0.11%**

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Vendor Performance

Contact Information *(Type Name, Title, Agency and Phone)*

Matthew Kallmyer, Director, Emergency Management, 404-612-5660

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$9,080,000.00
TOTAL: \$9,080,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-335-S210-1215 - General, Emergency Management, Cont-Animal Control

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: For renewal options

Agenda Item No.: 23-0785

Meeting Date: 11/1/2023

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2022

Report Period End:
12/31/2022



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director ^{DS} FSW
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: October 3, 2023

PROJECT: 23RFP052223C- MH - Animal Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Finance Department.

One (1) qualified firms submitted proposals for evaluation and consideration for award of the Animal Services project:

1. Lifeline Animal Project

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Lifeline Animal Project** with a total score of **77.75**, is the recommended vendor for the award of **23RFP052223C- MH - Animal Services**.

Evaluation Committee Recommendation Letter

October 3, 2023

Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Matthew Kallmyer

9C72416EDCDD407...

Matthew Kallmyer,
Director

DocuSigned by:

Steve Nawrocki

AFF7800841EE437...

Director of Justice System Programs

DocuSigned by:

Joseph Barasoain

8525663444C2492...

Deputy Chief

DocuSigned by:

[Signature]

FF784F9F584B46F...

Animal Services Coordinator

Evaluation Committee Recommendation Letter

October 3, 2023

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EVALUATION CRITERIA	WEIGHT	Lifeline Animal Project
Executive Summary/Project Plan/Approach to Work	30	22.50
Qualification of Key Personnel	20	15
Relevant Project Experience/Past Performance	25	18.75
Availability of Key Personnel	3	1.5
Local Preference	5	5
Service Disabled Veterans Preference	2	0
Cost Proposal	15	15
TOTAL SCORE:	100.00	77.75

**To sum Total Score columns highlight the row and press F9*

Performance Evaluation Details

ID	E2
Project	Animal Control Services
Project Number	17RFP08092017C-BKJ
Supplier	LifeLine Animal Project
Supplier Project Contact	Rebecca Guinn (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2022 to 12/31/2022
Effective Date	02/06/2023
Evaluation Type	Formal
Interview Date	10/04/2022
Expectations Meeting Date	12/27/2022
Status	Completed
Publication Date	02/06/2023 12:46 PM EST
Completion Date	02/06/2023 12:46 PM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

The Contractor is working with our team to refine the reports associated with the field operations portion of the program. Additional refinement of this process will continue in Q1 of 2023.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

The Contractor did an incredible job caring for the animals in the Fulton County Animal Shelter while dealing with extremely difficult external stresses and strains. While dealing with an aggressive canine influenza outbreak, the team was able to humanely treat the animals in the shelter while still managing the intake of animals. There was also a period of time over the Christmas weekend where the team was called upon to care for animals while the facility was dealing with the untimely loss of water, power and heat.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0786

Meeting Date: 11/1/2023

Department

Emergency Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase the spending authority - Fulton County Animal Service, 17RFP08092017C-BKJ, Animal Control Services with LifeLine Animal Project, Inc. (Avondale Estates, GA) in an amount not to exceed \$300,000.00 to include the transition and move to the new Fulton County Animal Services Facility. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Director of Emergency Management requests approval for an increase in spending authority to fund additional resources for the transition and operations of the new Fulton County Animal Service Facility. LifeLine will continue to operate the existing Fulton County Animal Shelter during the transition period. Both facilities are anticipated to be open simultaneously for up to

90 days in an effort to adopt out animals in the existing shelter to minimize the number of animals transferred to the new facility. This will limit cross-contamination between the two facilities. To support this effort, new staff will be onboarded and trained to manage the transition of animals and operate the new facility.

Community Impact: Providing animal services for the citizen of Fulton County and ensuring a smooth transition of animals and programs to the new facility.

Department Recommendation: Recommend approval

Project Implications: None

Community Issues/Concerns: No issues or concerns have been raised by internal/external partners regarding this contract

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0950	12/7/2022	\$4,900,000.00
1st Renewal			\$300,000.00
Total Revised Amount			\$5,200,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$300,000.00

Prime Vendor: LifeLine Animal Project
Prime Status: Non-Minority
Location: Avondale Estates, GA
County: Dekalb County
Prime Value: \$300,000 or 100.00%

Total Contract Value: \$300,000 or 100.00%
Total M/FBE Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Agreement
Exhibit 2: Vendor Performance
Exhibit 3: Cost Proposal

Contact Information *(Type Name, Title, Agency and Phone)*

Alton Adams, COO, County Manager's Office

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$4,900,000.00
Previous Adjustments: \$0.00
This Request: \$300,000.00
TOTAL: \$5,200,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

100-999-S210-1215: General, Non-Agency, Animal Control Contract

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:**Would you select/recommend this vendor again?**

Yes

Report Period Start: **Report Period End:**

Agenda Item No.: 23-0786

Meeting Date: 11/1/2023

Performance Evaluation Details

ID	E1
Project	Animal Control Services
Project Number	17RFP08092017C-BKJ
Supplier	LifeLine Animal Project
Supplier Project Contact	Rebecca Guinn (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2022 to 09/30/2022
Evaluation Type	Formal
Interview Date	10/28/2022
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	81

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

10/20

Rating

Needs Improvement: Many issues with Project Management that negatively impacted scope, schedule, quality and/or budget; corrective action slow. Understanding of project objectives, risks and Contract requirements was lacking and required some intervention by the User Department. Risks/Issues were communicated late to the User Department.

Comments

The vendor should continue to improve their forecast ability and timely communication regarding budget shortfalls with the contract administrator before they negatively impact the program. The less-than-timely notification of budget concerns during this contract period resulted in intervention by the user department.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

The vendor met regular reporting requirements in a timely and accurate manner. The vendor should strive to meet unscheduled deadlines and requests for information from the public and elected officials that are shared via the contract administrator.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

While the vendor is very cooperative and does a good job communicating, they should continue to improve communication regarding shortfalls with the contract administrator before they negatively impact the program.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Overall, we are very pleased with our partnership with this vendor. There is always room for improvement regarding communication and they have been notified of this particular area for improvement.



August 30, 2023

VIA EMAIL

Matthew Kallmyer
Director / Chief
Emergency Management & Homeland Security
130 Peachtree Street SW
Atlanta, Georgia 30303

Re: New FCAS Shelter Staffing and Transition Costs

Dear Mr. Kallmyer:

For the transition and move to the new Fulton County Animal Services shelter and operation of the new facility, LifeLine Animal Project submits the following request for compensation to cover additional necessary staffing and initial supply costs:

Additional Staffing

As we've discussed, LifeLine proposes to operate both the old and new facilities simultaneously for up to 30 days in an effort to place animals in the old shelter – through and adoption, transfer to rescue or foster – to minimize the number of animals transferred from the old shelter to the new facility and limit cross-contamination of the new facility as much as possible.

Ideally, new staff needed to manage the transition and operate the new facility will be onboarded for training beginning October 1, 2023, for an opening date of November 1, 2023.

10	Animal Care Specialists
2	Animal Care Supervisors
3	Placement Support Personnel
4	Client Care/Community Support
1	Veterinarian (budgeted at half-time to bring total to two full-time veterinarians)
2	Veterinary Technicians/Assistants
<hr/>	
22	Total

Estimated cost, October-December 2023, additional staffing: \$270,000

Supplies

Attached are lists of supplies, including certain equipment, needed for the new building. As you have directed, we plan to move very few items from the old shelter to the new building to avoid contamination. Some of the items listed are already being purchased by Fulton County through the construction phase, and some would be purchased by LifeLine under the current contract in normal operations. As we do not have sufficient information to determine exactly what supplies and equipment we will need to purchase, we are estimating a cost of \$30,000 for initial animal care and

veterinary supplies. We are available to go through these lists with the project management team to determine exactly what we will need to purchase for the new building, what items we would be purchasing through the current contract in any case, and what is being purchased by Fulton County. Pending this review, we can amend the estimate as needed.

Estimated cost, initial start-up supplies: \$30,000

Total request for transition: \$300,000

Thank you for this opportunity. We are honored to be a part of this exciting transition for Fulton County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rebecca Guinn', with a stylized flourish at the end.

Rebecca Guinn
Chief Executive Officer

Attachments:
Supplies Needed for New Shelter, Animal Care and Intake
Supplies Needed for New Shelter, Clinic

**Supplies needed for the new Shelter prior to
November 1, 2023:**

Animal Care: Dogs

- Water bowls
- Carabiners to attach water bowls
- Food bowls
- Food containers (large trash cans)
- Food scoops/measuring cups
- Kuranda Beds
- Food (canned and dry)
- Dog toys/enrichment
- Common canine antibiotics pain management
- Medication Holding containers
- Medication envelopes
- Bravecto
- Towels
- Poop scoops
- Catch poles
- Hoses
- Hose nozzles
- Squeegees
- Scrub brushes
- Mop Buckets
- Dish soap
- Rescue cleaner 5 gallon
- Rescue pump
- Rescue 1 gallon
- Plastic putty knives
- Trash cans
- Trash can liners
- Scissors
- Computers
- Large Spoons
- Clip boards
- Pens
- Gloves
- Dish scrubbing brushes
- Glass cleaner
- Laundry carts

Dog Intake

- DHPP VAX
- Bordetella VAX
- Ivermectin
- Sharps containers
- Frontline
- Capstar
- Pyrantel
- Leashes
- Scanner
- Large animal scale
- Shampoo
- Nail trimmers
- Gauze
- Ear cleaner
- Muzzles
- Leashes
- Identification Collars
- Syringes Various sizes with and without needles
- Heartworm tests
- Parvo tests
- Giardia tests
- Paper various colors
- Pens/markers
- White Board
- Computer
- Camera
- Laminator/laminating paper
- Rescue spray bottles
- Hose with nozzle
- Rescue hose attachment
- Towels
- Hand towels
- Alcohol
- Hydrogen peroxide
- Gauze
- Gloves
- Trash cans
- Trash can liners
- Laundry hamper
- Eye hook

Animal Care: Cats

- Water bowls
- Food bowls
- Litter pans
- Litter
- Gloves
- Cat nets
- Food containers
- Can and dry food
- Mop buckets/mops
- Trash cans
- Trash can liners
- Paper towels
- Glass cleaner
- Towels
- Hand towels
- Towels
- Cat toys/enrichment
- Common feline antibiotics
- Tongue depressors

Cat Intake:

- FVRCP
- Sharps containers
- Strongid
- Ponazuril
- Combo Tests
- Frontline
- Small animal scale
- Capstar
- scanner
- Syringes with needles (1ml/3ml)
- Spray bottle rescue
- Hand towels
- Laundry hamper
- Trash can
- Computer
- Camera
- White Board
- Pens/markers
- Paper (various colors)
- Staplers
- Gloves

Clinic Needs for New Shelter:

- Prep tables
- Surgery tables
- Surgical packs
- Refrigerator
- Autoclave
- Instrument cleaner
- Instrument milk
- Microscope
- Microscope slides
- Microscope slip covers
- Fecasol
- computers
- Trash cans
- Trash liners
- Pill bottles/ envelopes
- Prescription labels
- Suture (0, 2-0, 3-0 reels)
- Surgical glue
- Oxygen tanks
- Anesthesia machines
- Anesthesia circuits
- Anesthesia masks
- Anesthesia rebreathing bags
- Anesthesia
- Isoflurane
- Pulse ox
- ET Tubes
- ET Tube holding shelf
- ET Tube drying shelf
- Eye lube
- Tube ties
- Tube drying rack
- Tube cleaning brushes
- Surgical gloves
- Surgical caps
- Surgical masks
- F/air canisters
- Soda Lime
- Instrument brushes
- Two shelf wheeled cart
- Clippers
- Clipper spray
- Slipper blades
- Small shop vac
- Microchips
- Scanners
- Stretcher
- Scales (large and small animal)
- Large scale
- Drug safe
- Stethoscopes
- Needles (various sizes)
- Syringes (various sizes with and without needles)
- Sharps containers
- IV Lines
- IV stands
- Leashes
- Muzzles
- Pens/Markers
- White Boards
- Scissors
- Tape and tape dispensers
- Microchips
- Scanners
- Brown envelopes
- Updated CTDs
- Gauze
- Bandages
- Vet Wrap
- First Aid Kits
- Pack wraps
- Instrument cleaning containers
- Heating pads
- Heating blankets
- V Trays
- Table mats
- Floor mats

- Sheets
- Cauterizing machine
- 5 gallon metal buckets
- Chlorhex solution/scrub
- Alcohol
- Hydrogen peroxide
- E Collars (various sizes)
- Gauze string
- Tongue depressors
- Cotton tip applicators
- Gauze
- Containers for Gauze
- Containers for mixed chlorhex scrub and solution
- Laundry hampers
- Gowns
- Shoe covers
- Hoses
- Hose nozzles
- Rescue cleaner sprayers (bottle and hose attachment)
- Mops buckets and mops
- Towels
- Common Medications
 1. Doxy
 2. Azithro 250mg
 3. Ace (injectable and tablets)
 4. Amoxi 250mg 500mg
 5. Amoxicillin/Clav 50mg
 6. Amoxicillin/Clav 875mg
 7. Amoxicillin/Clav drops
 8. Bravecto topical/tablets
 9. BNP BNP w/dex BNP-HC
 10. Baytril
 11. Cefazlin
 12. Cephalexin
250mg/300mg/500mg
 13. Cerenia
 14. Convenia
 15. Fatal plus
 16. Fipronal
 17. Furosemide
 18. Gabapentin 100mg/300mg
 19. Gent Drops
 20. Fortiflora
 21. Ketamine
 22. LRS
 23. Medicated shampoos
 24. Metronidazole
 25. Nutrical
 26. Pyrantel
 27. Panacur
 28. Ivermectin
 29. Telazol
 30. Carprofen
 31. Secnidazole
 32. Terbinafine
 33. Xylaket
 34. Midazolam
 35. DHPP VXS
 36. Bordetella VXS
 37. FVRCP VXS
 38. Lepto VXS
 39. Rabies VXS
 40. Heartworm tests
 41. Parvo tests
 42. Giardia Tests
 43. Feline Combo tests
 44. Lipp
 45. PPO
 46. Panacur Liquid/granules
 47. Pyrantel
 48. Zymox
 49. Atropine
 50. Lidocaine

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **LifeLine Animal Project, Inc.**

Contract No.: **17RFP08092017CBKJ, Animal Services**

Address: **3180 Presidential Drive**
City, State **Atlanta, GA 30340**

Telephone: **4042722305**

Email: **rguinn@lifelineanimal.org**

Contact: **Rebecca Guinn**
CEO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into Contract 17RFP08092017C-BKJ ("the Contract") with Lifeline Animal Project, Inc. ("the Contractor") to provide Animal Control Services, dated January 1, 2023, on behalf of the Department of Emergency Management; and

WHEREAS, the County and the Contractor agree to amend Contract 17RFP08092017C-BKJ to increase the contract amount by an amount not to exceed \$300,000 to include the transition and move to the new Fulton County Animal Services Facility, dated 10-01-2023, on behalf of the Emergency Management department; and

WHEREAS, funding for additional resources for the transition and operations of the new Fulton County Animal Service Facility is needed; and

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

WHEREAS, this amendment to the Contract was approved by the Fulton County Board of Commissioners on _____ and _____.

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

This Amendment No. 1 to Form of Contract is effective as of the 1st day of October 2023, between the County and LifeLine Animal Project, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** LifeLine will begin operating the new Fulton County Animal Services Facility while continuing to operate the existing Fulton County Animal Shelter during the transition period to the new facility. Both facilities are anticipated to be open simultaneously for up to 90 days in an effort to adopt-out animals in the existing shelter to minimize the number of animals transferred to the new facility. This will limit cross-contamination between the two facilities. To support this effort, new staff will be onboarded and trained to manage the transition of animals and operate the new facility.
2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$300,000.00(Three Hundred Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 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. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 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

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Matthew Kallmyer
Emergency Management

CONSULTANT/CONTRACTOR:

LifeLine Animal Project, Inc.

Rebecca Guinn
CEO

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING
--

ITEM#: _____ RM: _____ REGULAR MEETING
--



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0727

Meeting Date: 11/1/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution urging the Georgia Governor and the General Assembly of the State of Georgia to continue efforts to reform and improve Mental Health Services for the citizens of Georgia; and for other related purposes. **(Arrington) (HELD ON 10/18/23)**

1 **A RESOLUTION URGING THE GEORGIA GOVERNOR AND THE GENERAL**
2 **ASSEMBLY OF THE STATE OF GEORGIA TO CONTINUE EFFORTS TO REFORM**
3 **AND IMPROVE MENTAL HEALTH SERVICES FOR THE CITIZENS OF GEORGIA;**
4 **AND FOR OTHER RELATED PURPOSES.**

5
6 **WHEREAS**, being the constitutional level of government closest to their
7 constituents, Georgia counties are on the front lines of responding to mental health issues
8 within their communities as well as the development of mental health reform efforts; and

9 **WHEREAS**, the Fulton County Board of Commissioners supports efforts designed
10 to provide every citizen in need to have accessible, affordable, and adequate mental
11 health services; and

12 **WHEREAS**, the Fulton County Board of Commissioners is grateful for the efforts
13 of Georgia's executive, legislative, and judicial branches in working towards mental health
14 reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB
15 520 (2023), Georgia Supreme Court Chief Justice Michael P. Boggs's work on jail
16 diversion initiatives, and Governor Brian Kemp's commitment to expanding mental health
17 resources in schools for children and young adults; and

18 **WHEREAS**, despite these prior steps and successes, the Fulton County Board of
19 Commissioners recognizes that there is still a tremendous amount of work for the citizens
20 of Fulton County and other citizens across Georgia to receive adequate healthcare for
21 mental health and substance abuse disorders; and

22 **WHEREAS**, the Fulton County Board of Commissioners finds that urging Governor
23 Brian Kemp and the Georgia General Assembly to continue their efforts in the 2024
24 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital
25 mental health services would best serve the interests of the citizens of Fulton County and
26 the rest of the state of Georgia.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby reaffirms its commitment to reforming and improving mental health services for its citizens and all citizens of the state of Georgia.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners specifically urges Governor Brian Kemp and the Georgia General Assembly to continue their efforts in the 2024 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital mental health services, including the provision of state budgetary funding for additional behavioral health crisis centers across the state, additional co-responder units, and other resources to assist those with mental health and substance abuse disorders.

BE IT FURTHER RESOLVED, that the Clerk to the Board of Commissioners is hereby directed to provide an executed copy of this Resolution to each member of the Fulton County delegation to the Georgia Senate and Georgia House of Representatives and to the Association County Commissioners of Georgia.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 18th day of October 2023.

**FULTON COUNTY
BOARD OF COMMISSIONERS**

Sponsored by:

Marvin S. Arrington Jr., Commissioner
(District 5)

1
2 **ATTEST:**
3
4

5 _____
6 Tonya R. Grier, Clerk to the Commission
7

8
9 **APPROVED AS TO FORM:**
10

11
12 _____
13 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0787

Meeting Date: 11/1/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to reduce the number of Fulton County Commission Board Appointees to the North Fulton Community Improvement District Board in order to be in compliance with State and Local Law; and for other purposes. **(Barrett)**

1 **A RESOLUTION TO REDUCE THE NUMBER OF FULTON COUNTY COMMISSION BOARD**
2 **APPOINTEES TO THE NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT BOARD**
3 **IN ORDER TO BE IN COMPLIANCE WITH STATE AND LOCAL LAW; AND FOR OTHER**
4 **PURPOSES.**
5

6 **WHEREAS**, the North Fulton Community Improvement District (the “District”) was
7 enabled by an Act of the Georgia General Assembly (1987 Ga. A. 5460, as amended, (the
8 “Act”)); and

9 **WHEREAS**, pursuant to the Act, the Fulton County Board of Commissioners (the
10 “Board of Commissioners”) activated the District on August 20, 2003, through Resolution
11 Number 03-1056 (the “Establishing Resolution”), to provide certain governmental services and
12 facilities within the District; and

13 **WHEREAS**, pursuant to the Act and the Establishing Resolution, the District is
14 administered by a board (the “CID Board”) composed of a minimum of seven (7) members,
15 including a member or members appointed by the Board of Commissioners; and

16 **WHEREAS**, the Act and Establishing Resolution provide that a member of the CID
17 Board who is appointed by the Board of Commissioners serves at the pleasure of said
18 governing body; and

19 **WHEREAS**, Chapter 54, Article II, Section 54-40 of the Fulton County Code (the
20 “Code”), authorizes the Board of Commissioners to appoint two (2) members if more than 50
21 percent of the land area in the District is located within unincorporated Fulton County; and

22 **WHEREAS**, the Code further provides that, if less than 50 percent of the land area of
23 the District is located within unincorporated Fulton County, only one (1) board member shall be
24 appointed by the Fulton County Board of Commissioners; and

25 **WHEREAS**, with the incorporation of the cities of Roswell, Alpharetta and Milton, no
26 portion of the geographic area of the District is located within unincorporated Fulton County;

1 and

2 **WHEREAS**, the reduction of unincorporated area in the District triggers a reduction of
3 the members of the CID Board appointed by the Board of Commissioners from two (2) to one
4 (1); and

5 **WHEREAS**, Georgia courts have held that the power to appoint an individual to a
6 position who serves at the pleasure of the appointing authority also includes the absolute
7 power of the appointing authority to remove the individual from that position at any time,
8 without notice and without cause; and

9 **WHEREAS**, in Agenda Item No. 17-0824 at its October 4, 2017 Regular Meeting, the
10 Board of Commissioners appointed Mr. Al Nash to serve as one of its representatives on the
11 CID Board; and

12 **WHEREAS**, in Agenda Item No. 20-0081 at its January 22, 2020 Recess Meeting, the
13 Board of Commissioners appointed Mr. Robert D. Cheeley to serve as one of its
14 representatives on the CID Board; and

15 **WHEREAS**, Mr. Nash is the Board of Commissioners' longest serving appointee to the
16 CID Board and serves as the current Treasurer; and

17 **WHEREAS**, Mr. Cheeley has recently been charged with state crimes including
18 violating Georgia's anti-racketeering law, perjury, and soliciting a public officer to violate their
19 oath; and

20 **WHEREAS**, the actions Mr. Cheeley took that led to these charges were a direct
21 attempt to undermine Fulton County's Elections; and

22 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of the CID
23 Board, Fulton County, and the general public that Mr. Al Nash continue to serve as it's

1 appointee; and

2 **WHEREAS**, the Board of Commissioners finds that in order to have only one duly
3 authorized Fulton County-appointed member as prescribed by law, Mr. Robert D. Cheeley
4 must be removed from his position on the CID Board.

5 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
6 removes Mr. Robert D. Cheeley from the CID Board, effective immediately, without
7 replacement, to conform to the number of members that the Board of Commissioners may
8 appoint to this body under the current percentage of land area located within unincorporated
9 Fulton County.

10 **BE IT FURTHER RESOLVED**, that the Clerk to the Commission is directed to deliver a
11 copy of this Resolution to the CID Board and to Mr. Robert D. Cheeley.

12 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective when adopted,
13 and that all resolutions and parts of resolutions in conflict with this Resolution are hereby
14 repealed to the extent of the conflict.

15 **SO PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
16 Georgia, this 1st day of November, 2023.

17
18 **FULTON COUNTY BOARD**
19 **OF COMMISSIONERS**

20
21 Sponsored By:

22
23
24 _____
25 Dana Barrett, Commissioner
26 District 3

27
28
29 **ATTEST:**
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Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
Fulton County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0788

Meeting Date: 11/1/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution consenting to and ratifying the use of Fulton County AD Valorem Property Tax Increment for two projects located in Westside Tax Allocation Bond District Number 1 - Atlanta/Westside. **(Barrett)**

1 **A RESOLUTION CONSENTING TO AND RATIFYING THE USE OF**
2 **FULTON COUNTY AD VALOREM PROPERTY TAX INCREMENT FOR**
3 **TWO PROJECTS LOCATED IN WESTSIDE TAX ALLOCATION BOND**
4 **DISTRICT NUMBER 1 - ATLANTA/WESTSIDE.**

5
6 **WHEREAS**, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as
7 amended), the City of Atlanta (the “City”), pursuant to Resolution No. 92-R-1575 adopted by the
8 Atlanta City Council (the “City Council”) on December 7, 1992 and approved by the Mayor of the
9 City (the “Mayor”) on December 15, 1992, (i) created the Techwood Park Urban Redevelopment Area
10 and Tax Allocation District Number One - Atlanta/Techwood Park (the “Techwood Redevelopment
11 Area”), (ii) adopted the Techwood Park Urban Redevelopment Plan (the “Techwood Redevelopment
12 Plan”), and (iii) created Tax Allocation District Number One - Atlanta/Techwood Park (the “Techwood
13 TAD”); and
14

15 **WHEREAS**, pursuant to Resolution No. 98-R-0777, adopted by the City Council on July 6,
16 1998 and approved by the Mayor on July 13, 1998, as amended (the “Westside Resolution”), the City,
17 among other matters, (i) renamed the Techwood Redevelopment Area as The Westside Redevelopment
18 Area and Tax Allocation Bond District (Tax Allocation District Number 1, as Amended -
19 Atlanta/Westside) (the “Westside Redevelopment Area”), (ii) renamed the Techwood Redevelopment
20 Plan as The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District
21 Number 1, as Amended - Atlanta/Westside) (the “Westside Redevelopment Plan”), (iii) amended the
22 Techwood TAD and established The Westside Tax Allocation Bond District Number 1, As Amended
23 - Atlanta/Westside (the “Westside TAD”), and (iv) expanded the boundaries of the Westside TAD so
24 as to include certain distressed and vacant properties; and
25

26 **WHEREAS**, the City appointed The Atlanta Development Authority d/b/a Invest Atlanta as
27 its redevelopment agent (the “Redevelopment Agent”) pursuant to the Redevelopment Powers Law for
28 the purpose of implementing the redevelopment initiatives set forth in the Westside Redevelopment
29 Plan; and
30

31 **WHEREAS**, pursuant to Resolution No. 98-1452, adopted on November 18, 1998, as amended
32 by Resolution No. 05-0851 adopted on July 20, 2005 and Resolution No. 08-1010 adopted on
33 December 17, 2008 (collectively, the “County Resolution”), the Board of Commissioners of Fulton
34 County consented to the inclusion of its ad valorem property taxes in the computation of the tax
35 allocation increment for the Westside TAD, with certain conditions, through December 31, 2038; and

36 **WHEREAS**, pursuant to the County Resolution, projects financed after December 31, 2018
37 with Fulton County *ad valorem* property tax increment generated within the Westside TAD shall be
38 subject to review by the County regarding the terms of its participation in the redevelopment efforts of
39 the Westside TAD; and

40 **WHEREAS**, the Redevelopment Agent has requested that the Board of Commissioners
41 consent to and ratify the use of Fulton County *ad valorem* property tax increment to fund three projects
42 approved by its Board of Directors, located in the Westside TAD: (i) a \$2,500,000.00 grant to the
43 Herndon Homes Developer, LLC from the Westside TAD Ascension Fund to provide certain gap
44 construction financing for a multiphase, multiuse development known as “Herndon Square,” located at 510
45 Cameron Madison Alexander Blvd. NW, Atlanta, Georgia 30318; (ii) a \$2,000,000.00 grant to The
46 Salvation Army, Inc., from the Westside TAD Ascension Fund to expand and develop a transitional housing

47 and workforce development complex known as “The Salvation Army Center of Hope” located at 469
48 Marietta Street NW, Atlanta, Georgia 30314; and (iii) a \$2,000,000.00 grant to IQ Simpson Affordable
49 Housing, LP from the Westside TAD Ascension Fund to construct, install, and equip a multifamily housing
50 development known as “The Simpson,” located at 810 and 840 Joseph E. Boone Blvd., Atlanta, Georgia
51 30314 (also referred to in the documentation as 810 and 140 Joseph E. Boone Blvd.); which will ultimately
52 lead to affordable multifamily housing (collectively the “Projects”) as further described in the Resolutions
53 of the Redevelopment Agent and accompanying Fact Sheets attached collectively as Exhibit A and
54 incorporated herein by reference; and
55

56 **WHEREAS**, the Board of Commissioners finds that it is in the public interest to consent to
57 and ratify the use of Fulton County *ad valorem* property tax increment to fund such projects.
58

59 **NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Fulton County,
60 Georgia, that two Westside Tax Allocation District Grants approved by the Redevelopment Agent on
61 September 21, 2023: (i) a Grant not to exceed Two Million Five Hundred Thousand Dollars
62 (\$2,500,000) to assist in the construction, installation, and equipping of the a multiphase, multiuse
63 development located at 510 Cameron Madison Alexander Blvd. NW, Atlanta, Georgia 30318 known
64 at “Herndon Square,” and (ii) a Grant not to exceed Two Million Dollars (\$2,000,000) to assist in the
65 construction, installation, and equipping of workforce development complex located at 469 Marietta
66 Street NW, Atlanta, Georgia 30314 known as “The Salvation Army Center of Hope; and that Grant
67 approved by the Redevelopment Agent on November 17, 2022 (iii) a Grant not to exceed Two Million
68 Dollars (\$2,000,000) to assist in the construction, installation, and equipping of a multifamily housing
69 development located at 810 and 840 Joseph E. Boone Blvd., Atlanta, Georgia 30314 (also referred to
70 in the documentation as 810 and 140 Joseph E. Boone Blvd.) known as “The Simpson,” which will
71 ultimately lead to affordable multifamily housing, are hereby ratified, approved, and consented to
72 pursuant to and in accordance with the County Resolution.
73

74 **BE IT FURTHER RESOLVED**, that all provisions of the County Resolution shall remain in
75 full force and effect.
76

77 **BE IT FURTHER RESOLVED**, that any act consistent with the authority of this Resolution
78 and taken prior to the effective date of this Resolution is hereby ratified and confirmed.
79

80 **BE IT FURTHER RESOLVED**, that any and all resolutions or parts of resolutions in conflict
81 with this Resolution shall be and the same hereby are rescinded.
82

83 **BE IT FINALLY RESOLVED**, that this Resolution shall be in full force and effect
84 immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia,
this ____ day of November, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Commissioner Dana Barrett (District 3)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

ATLANTA DEVELOPMENT AUTHORITY
Herndon Square – Infrastructure Improvements
Approval of Westside TAD Grant



Summary	To approve a Westside TAD grant in an amount not to exceed \$2.5M to aid in the completion of critical infrastructure needed to support the multi-phased residential and commercial development of Herndon Square.
Funding Source	Westside TAD
Location	510 Cameron Madison Alexander Blvd NW, Atlanta, GA 30318 Council District: 3 NPU: L APS District: 2 Fulton County District: 6
Construction Period	27-months
Type	Multifamily/Mixed Used
Ownership Entity	Herndon Homes Developer, LLC
Developer	Hunt Companies, Pennrose LLC & Atlanta Housing
Amenities	Vehicular and pedestrian friendly public safety enhancements, and connectivity to the broader surrounding community including the expansion of Science Square.

Description

Herndon Square is a multi-phased, mixed-use development that at completion will contain 97 units of senior housing, 379 units of multifamily residential, and 32 townhomes. The site also includes 30,000 sq.ft. of commercial retail space, which is expected to house a neighborhood grocery store to provide fresh food access to the neighborhood. Current negotiations with the grocer indicate that the infrastructure build-out described herein to be completed by the developer is critical to ensure the project's feasibility. The remaining 10,000 sq.ft will be used as a STEAM workforce development hub.

Underpinning the development of the master planned site are several critical infrastructure improvements which account for approximately \$8M in construction costs across all phases of the project. Westside TAD funds will directly aid in the infrastructure improvements to accommodate the site requirements of multifamily phases II and III and the anchor commercial development. Key features include extending the site's north/south and east/west interior streets, closing access to a portion of John Street; and installing a deceleration turning lane along Northside Drive to serve the creation of a new entrance and exit at Northside Drive and Herndon Square Ave. These infrastructure improvements are designed to enhance vehicular safety coming from Northside Drive and will bring pedestrian safety throughout the interior of the site. Lastly, the project will also install lighting improvements completed by GA Power and will create pedestrian pathways throughout the site that will connect to the adjacent Science Square mixed-use development currently under construction immediately north of the site.

ATLANTA DEVELOPMENT AUTHORITY
Herndon Square – Infrastructure Improvements
Approval of Westside TAD Grant



Development Budget

Sources

Equity	\$5,506,876
Westside TAD	\$2,500,000
Total Sources	\$8,006,876

Uses

Hard Costs	\$6,371,607
Soft Costs	\$1,635,269
Total Uses	\$8,006,876

**Relationship
Summary**

2023 Bond Resolution - Herndon Square II – \$41.5MM tax-exempt bond financing to develop 204-units of multifamily housing.

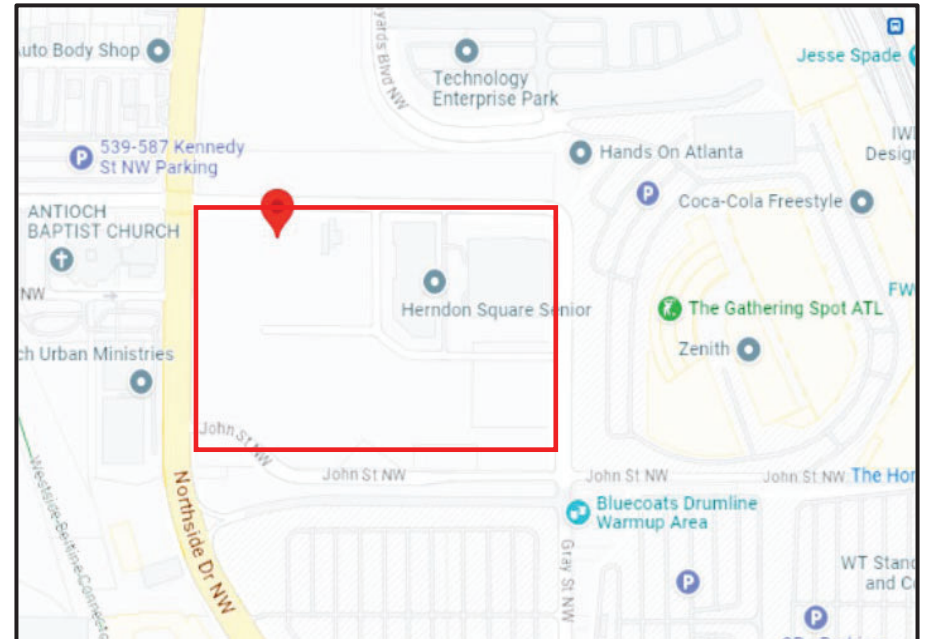
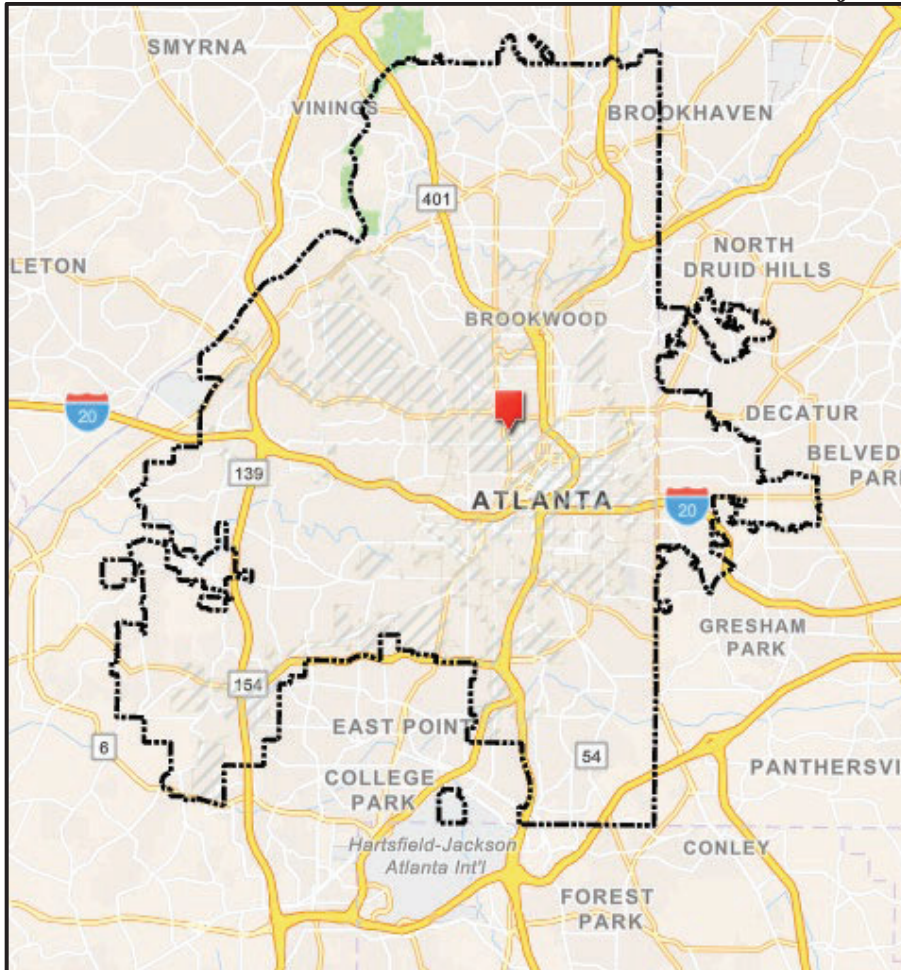
2022 Closed - McAuley Park closed – \$26MM tax-exempt bond financing and \$4MM Eastside TAD grant to develop 170-unit multifamily housing.

2021 Closed - Haven at South Atlanta closed – \$1.2MM housing opportunity bond financing to developer 84-unit multifamily housing.

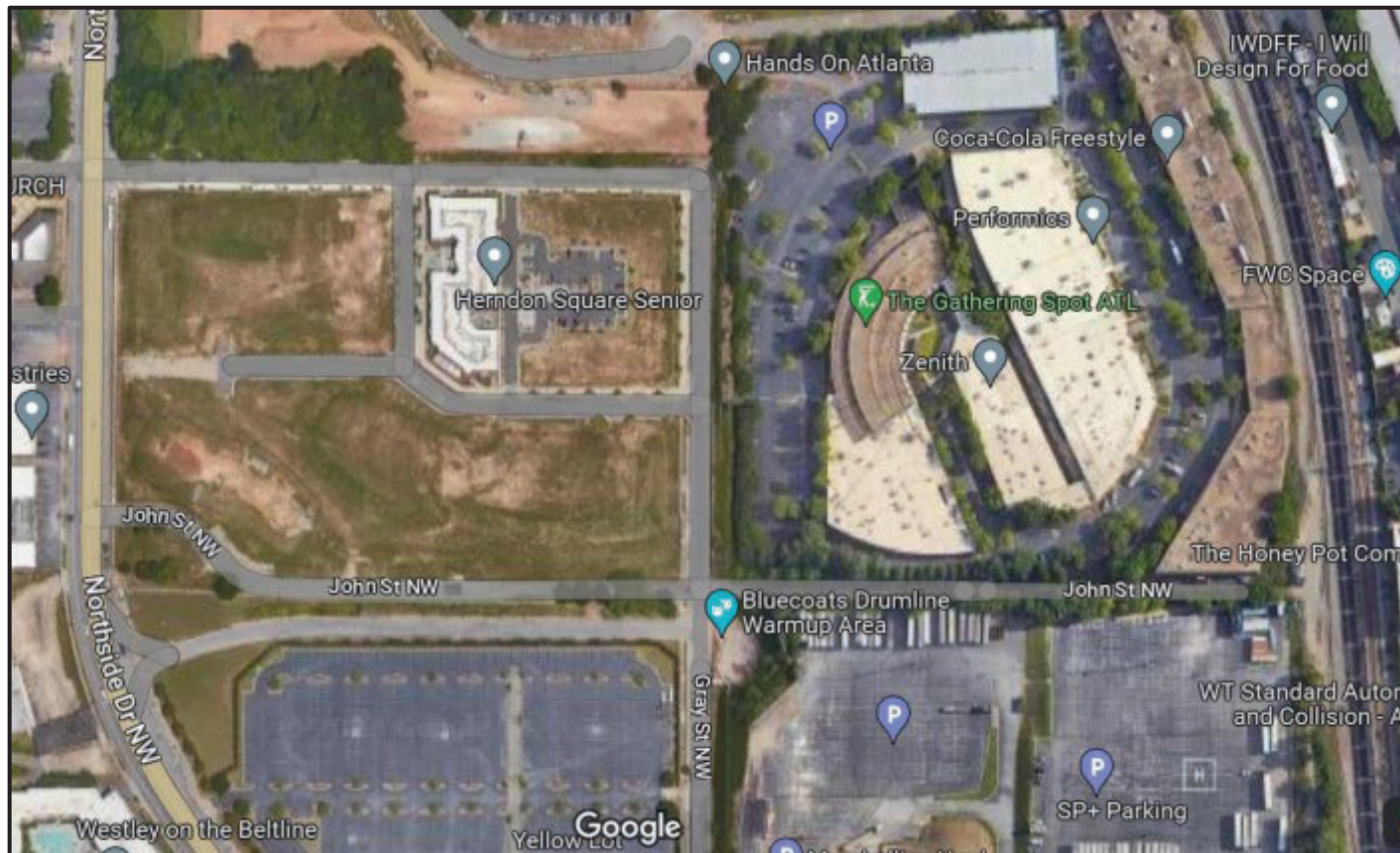
2019 Closed - Herndon Square – \$12.6MM tax-exempt bond financing to develop 97-units of senior housing.

ATLANTA DEVELOPMENT AUTHORITY
Herndon Square – Infrastructure Improvements
Approval of Westside TAD Grant

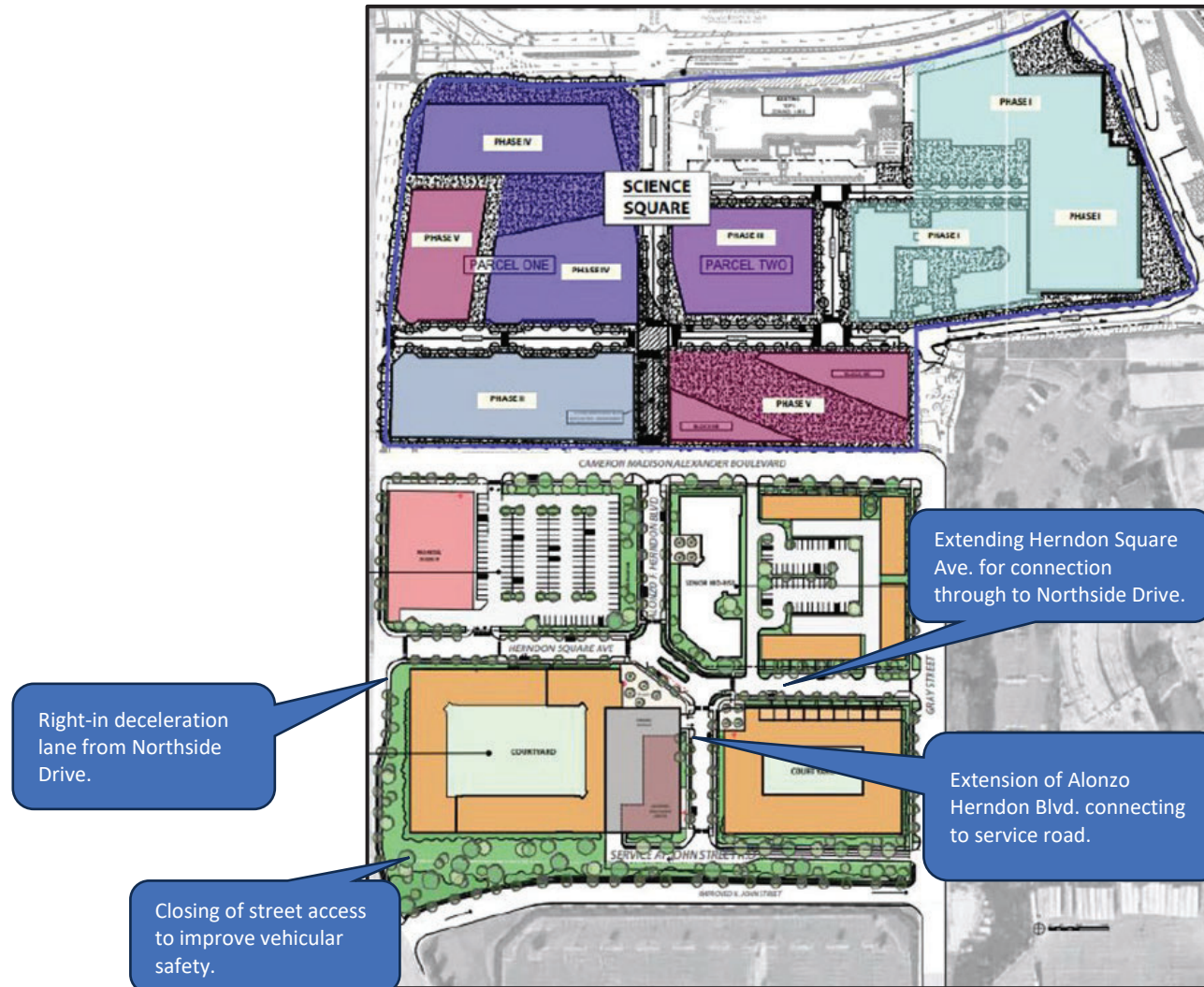
Project Location Map



Aerial View



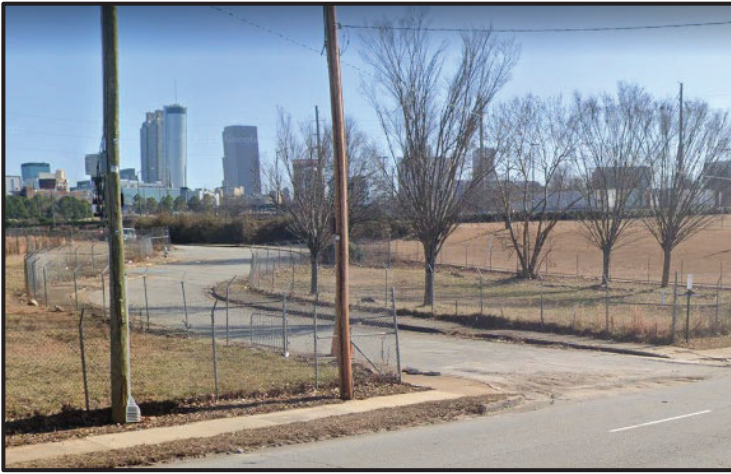
Site Plan



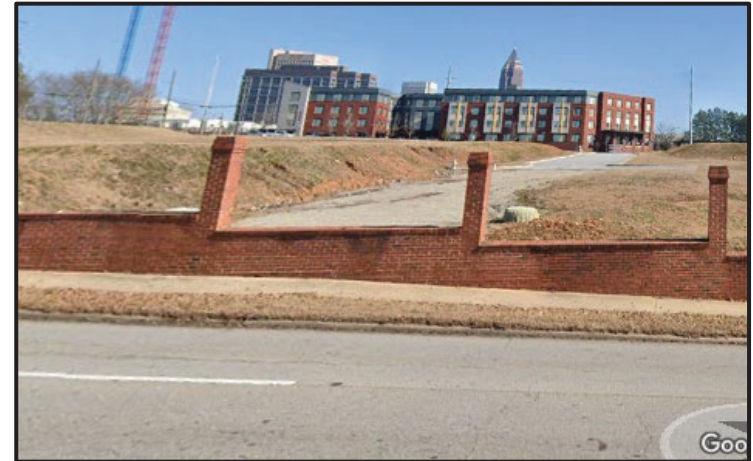
Conceptual Design



Existing Photos



John Street, street closure.



New road access. Right-in deceleration lane onto Herndon Square Ave.



Views of Phase III development site.



RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ("WESTSIDE TAD") TO HERNDON HOMES DEVELOPER, LLC, IN AN AMOUNT NOT TO EXCEED \$2,500,000 TO ASSIST IN FUNDING THE COMPLETION OF CRITICAL INFRASTRUCTURE FOR A MIXED-USE DEVELOPMENT KNOWN AS "HERNDON SQUARE," TO INCLUDE SENIOR HOUSING, MULTIFAMILY RENTAL UNITS, TOWNHOMES, AND COMMERCIAL RETAIL SPACE LOCATED AT 510 CAMERON MADISON ALEXANDER BLVD. NW, ATLANTA, GEORGIA AND SURROUNDING PARCELS; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, Herndon Homes Developer, LLC, a Georgia limited liability company (the "Owner") or a related entity, intends develop a multiphase, multiuse development known as "Herndon Square," to include multifamily rental housing units, senior housing, townhomes, commercial retail space, and a STEAM workforce development hub located at 510 Cameron Madison Alexander Blvd. NW, Atlanta, Georgia 30318, and surrounding parcels (the "Project"); and

WHEREAS, the Board of Directors of Invest Atlanta previously approved tax-exempt bond financing Project funding for Herndon Square Phases I and II on October 17, 2019 and August 24, 2023; and

WHEREAS, several critical infrastructure improvements are needed across all phases of the Project, including the extension of interior streets and the creation of safe pedestrian access points to the Project account for outstanding construction costs; and

WHEREAS, the Owner has applied for a grant from the Westside TAD Fund to provide certain gap construction financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner; and

WHEREAS, now desires to approve a Westside TAD Grant from the special fund to the Owner for the Project in an aggregate amount not to exceed Two Million Five Hundred Thousand Dollars and No/100 (\$2,500,000).

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority.** This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project.** Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Two Million Five Hundred Thousand Dollars and No/100 (\$2,500,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner, Herndon Homes Developer, LLC, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twenty-four (24) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved

by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.


Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

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Adopted and approved this 21st day of September, 2023.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Vice Chair

Attest:

Assistant Secretary



SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on September 21st, 2023, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 21st day of September, 2023.



Assistant Secretary

[SEAL]



ATLANTA DEVELOPMENT AUTHORITY
The Salvation Army Center of Hope
Approval of Westside TAD Ascension Fund Grant



Summary To approve a Westside TAD Ascension Fund grant in an amount not to exceed \$2M to aid in the expansion and development of the Salvation Army Center of Hope transitional housing and workforce development complex.

Funding Source Westside TAD

Location 469 Marietta Street, NW, Atlanta, GA 30314
Council District: 4 **NPU:** M **APS District:** 2
Fulton County District: 6

Timeline 12-months

Type Homeless Shelter & Transitional Living Facility
 Workforce Development Center

**Ownership Entity/
 Developer** The Salvation Army, a Georgia Corporation

Description To better support the urgent needs of the city's most vulnerable population, the Salvation Army has launched its capital campaign, *HOPE with Dignity*, in an effort to raise funds to transform the organization's current homeless shelter facility (Red Shield Services) into a new, expanded Center of Hope. The current facility is about 45,875 sq.ft. and the new facility will double the size of the existing shelter to 98,000sq.ft. This addition will house the Salvation Army's emergency and transitional living shelter facility, which will create 116 units to increase its number of beds from 321 to 437. New units consist of two floors of individualized living spaces and two floors of dormitory beds for male residents.

The project will also house an education and workforce development training center that will allow the Salvation Army to continue offering vital services to residents, which include housing solutions, emergency assistance programs, and other specialized programs supporting veteran services, substance recovery, re-entry services and financial education. The Education & Workforce Development Center features six classrooms, a computer lab, and several informal collaboration and study areas. Construction of the new campus is expected to start in Q1 of 2024.

Development Budget

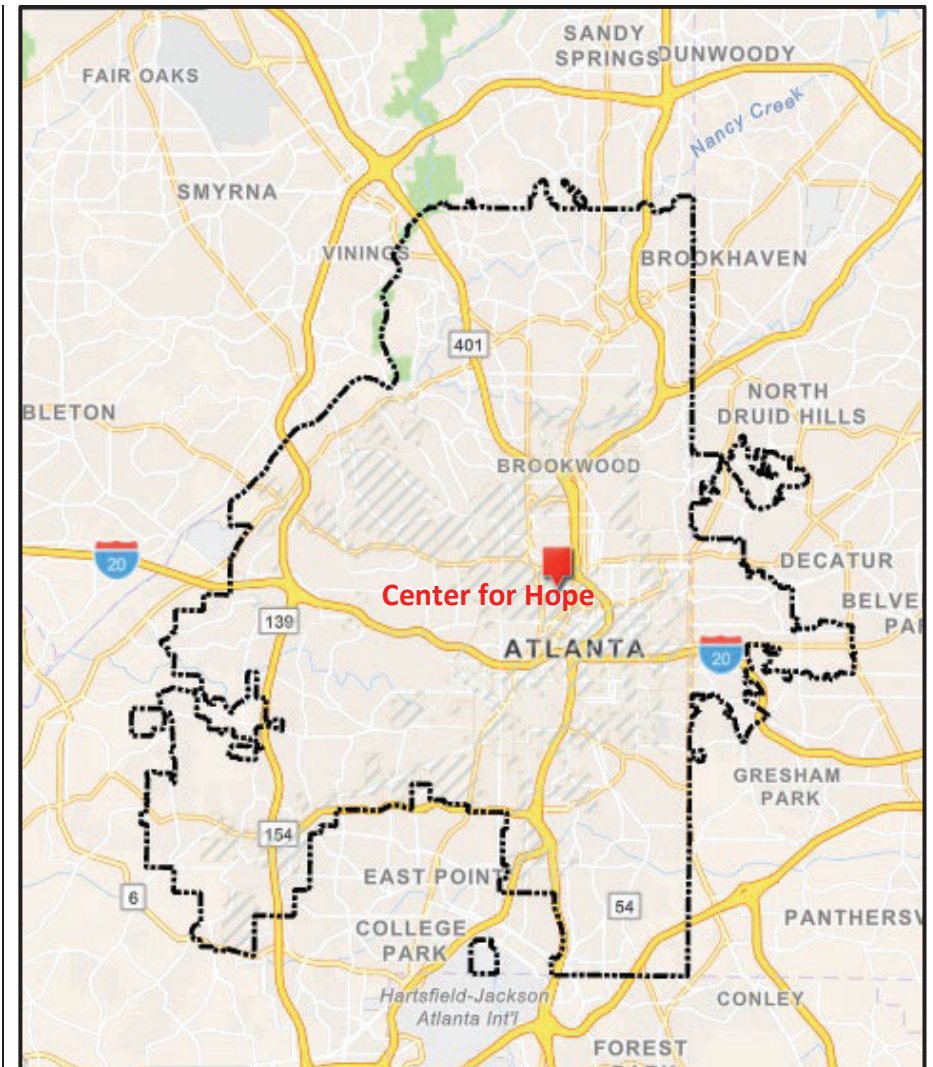
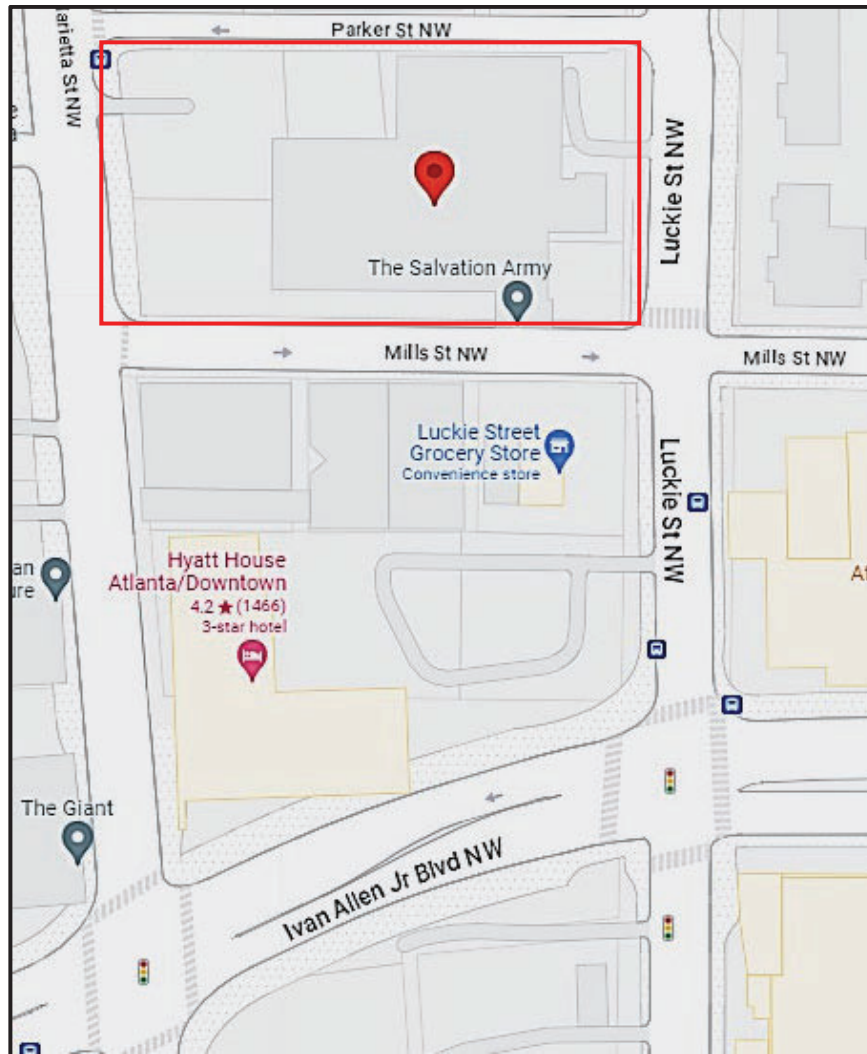
Sources

Equity (pledged donations)	\$9,890,000
Bridge Loan (estimated)	\$12,270,665
New Market Tax Credits (estimated)	\$5,400,000
Westside TAD	\$2,000,000
Total Construction Sources	\$29,560,665

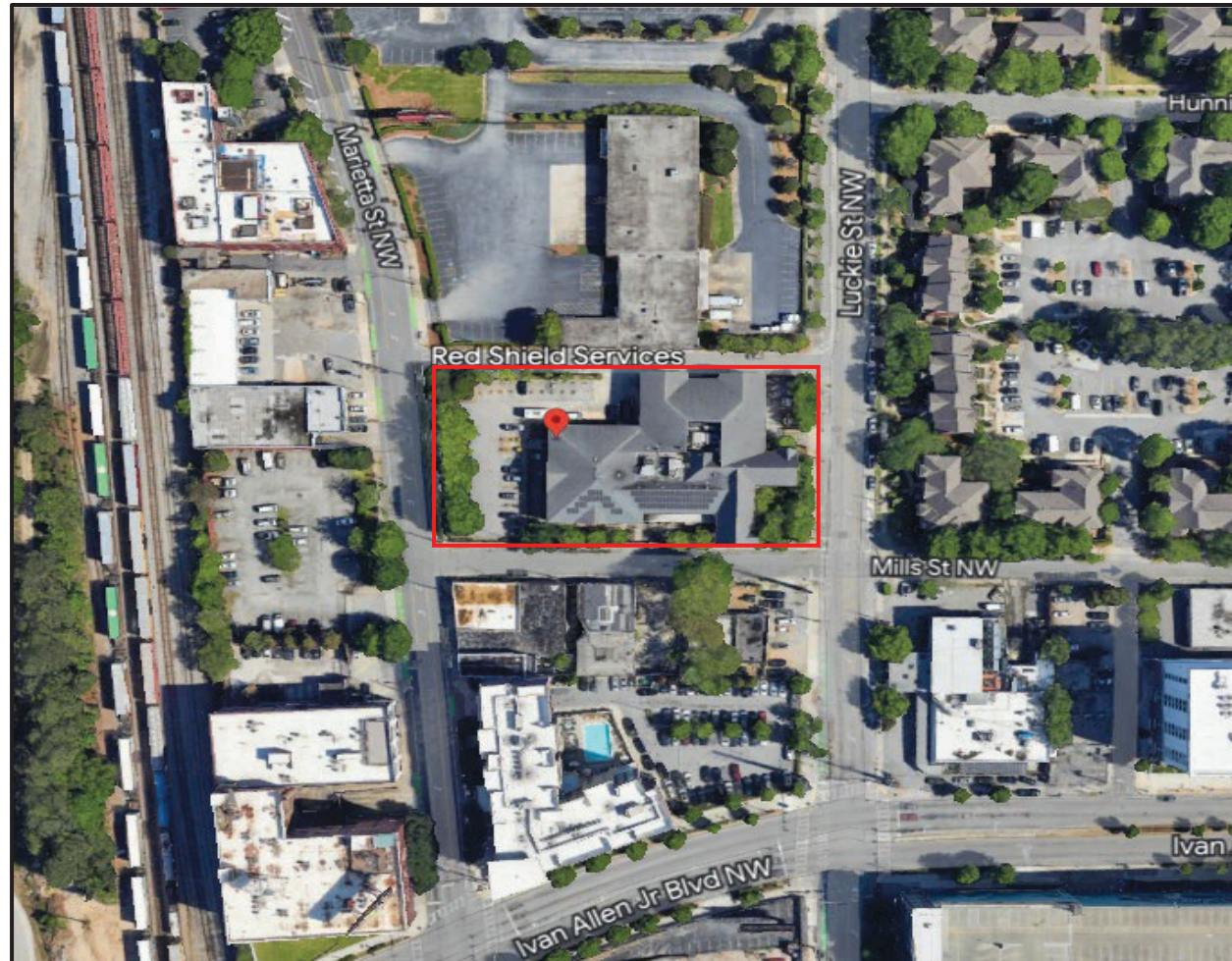
Uses

Hard Costs	\$22,996,565
Soft Costs	\$1,873,333
Contingency	\$2,502,190
Financing	\$294,000
FFE	\$1,894,577
Total Uses	\$29,560,665

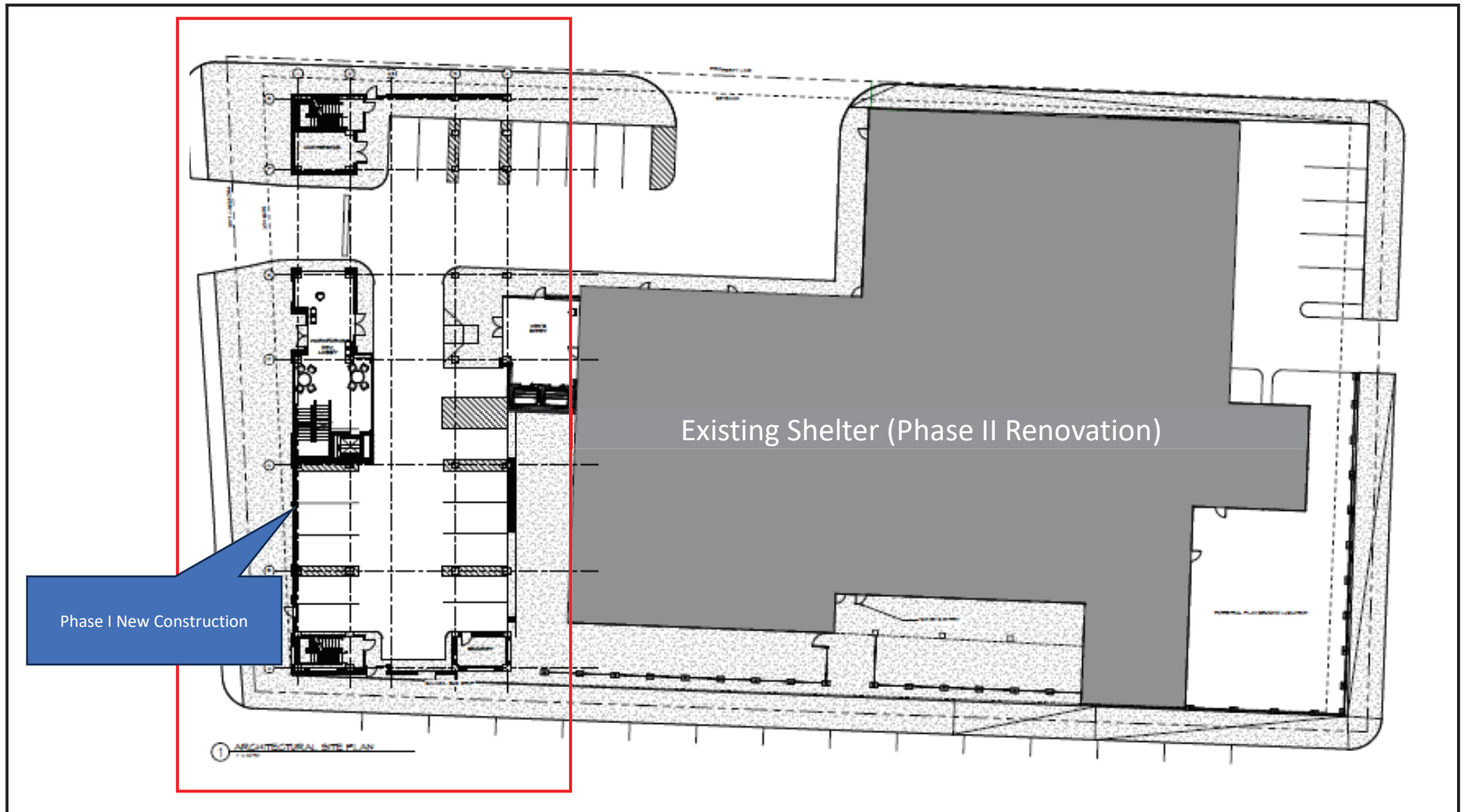
Project Location Map

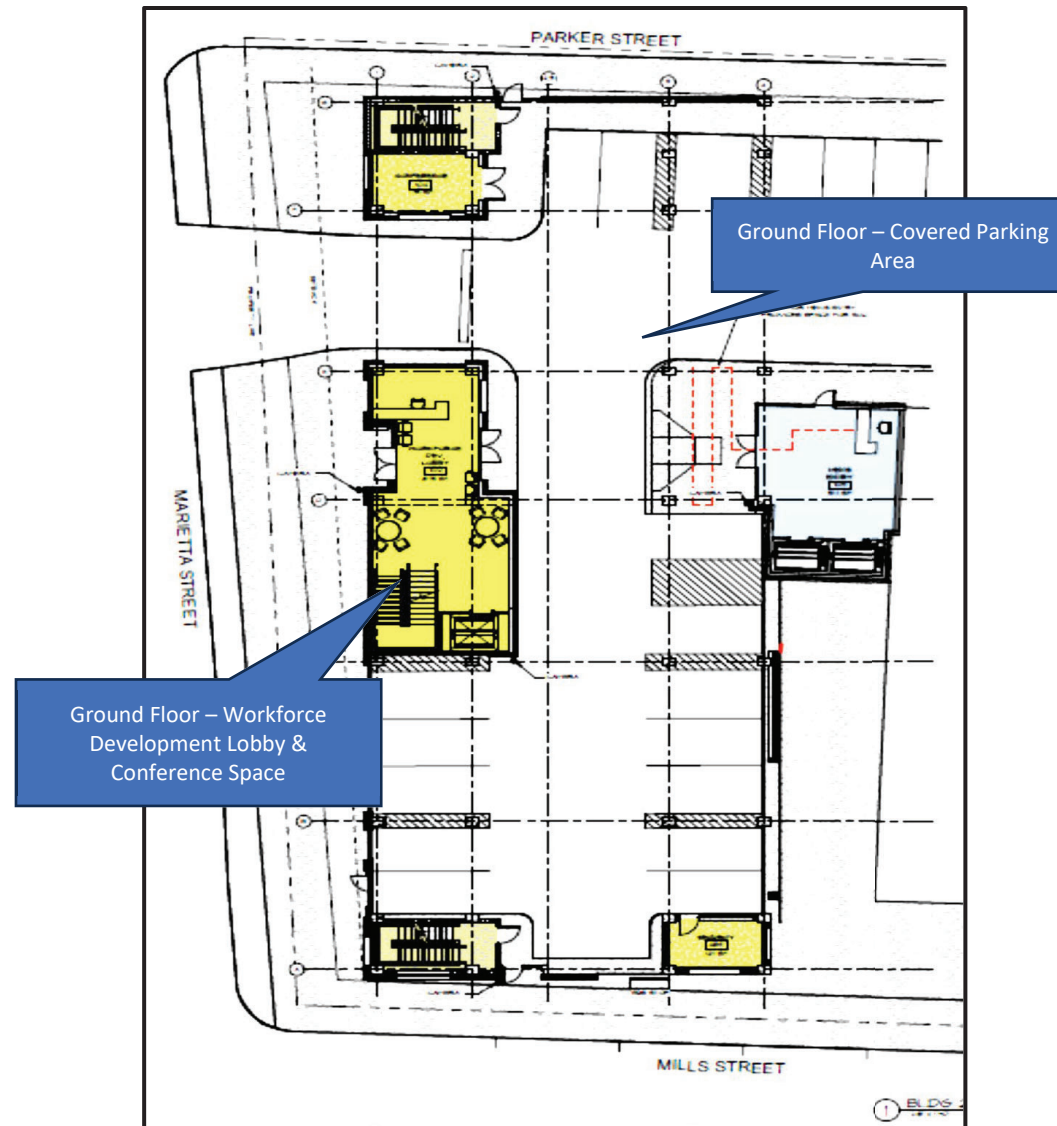


Aerial Map



Project Site Plan







Conceptual Design



Existing Site Photos



Existing administrative offices



Existing shelter facility



Interior men's dormitory

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ASCENSION FUND TO THE SALVATION ARMY, INC., IN AN AMOUNT NOT TO EXCEED \$2,000,000 TO ASSIST IN FUNDING THE EXPANSION AND DEVELOPMENT OF A TRANSITIONAL HOUSING AND WORKFORCE DEVELOPMENT COMPLEX KNOWN AS "THE SALVATION ARMY CENTER OF HOPE," LOCATED AT 469 MARIETTA STREET, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, The Salvation Army, Inc., a Georgia corporation (the "Owner") or a related entity, intends to expand and develop a transitional housing and workforce development complex known as "The Salvation Army Center of Hope" located at 469 Marietta Street NW, Atlanta, Georgia 30314 (the "Project"); and

WHEREAS, the Owner intends to double their current facility from approximately 46,000 sq. ft. to 98,000 sq. ft. to house the Salvation Army's new emergency and transitional living shelter facility, which will expand resident capacity by an additional 116 units; and

WHEREAS, the Project will house an education and workforce development training center to provide continued vital services to residents, including specialized programs supporting veteran services, substance recovery, and financial education; and

WHEREAS, the Owner has applied for a grant from the Westside TAD Ascension Fund (the "Westside TAD Grant") to provide certain gap financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner; and

WHEREAS, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant from the Ascension Fund to the Owner for the Project in an aggregate amount not to exceed Two Million Dollars and No/100 (\$2,000,000).

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Two Million Dollars and No/100 (\$2,000,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner, The Salvation Army, Inc., or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twenty-four (24) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice

Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.


Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

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Adopted and approved this 21st day of September, 2023.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Vice Chair

Attest:

Assistant Secretary

[SEAL]



SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on September 21st, 2023, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 21st day of September, 2023.


Assistant Secretary

[SEAL]



**ATLANTA DEVELOPMENT AUTHORITY The
Simpson – 810 & 840 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant**



SUMMARY To approve a grant up to \$2M to construct 139 new units of affordable multifamily housing in Vine City.

FUNDING SOURCE Westside TAD

LOCATION 810 & 840 Joseph E. Boone
Council District: 3 **NPU:** L **APS District:** 2

TYPE Multifamily Residential

AFFORDABILITY PERIOD 15 years

BORROWER'S ENTITY IQ Simpson Affordable Housing, LP

DEVELOPER Quest Community Development Organization, Inc. & Integral Development Group

DESCRIPTION Quest Community Development Organization, in partnership with Integral Development and Simpson Street Church of Christ, plans to construct a new development of affordable housing, known as, "The Simpson." The development will be a 4-story, 139-unit apartment complex built over 95 parking spaces at grade level. Interior amenities will include a community room, laundry room, equipped computer center, and a furnished exercise/fitness center. Exterior amenities will include a courtyard and covered pavilion.

RELATIONSHIP SUMMARY Quest CDO has previously received \$3.9M in Westside TAD funds, which aided in the development of the Quest Community Impact Center (2018) and Westside Works (2015). The organization has also received a \$245,000 Vine City Trust Fund loan (2019), which helped finance 12 multifamily units. In 2003, Integral received a total of \$27.8M in tax exempt bonds to construct Ashley at Collegetown (196 units) and Capitol Gateway (269 units).

UNIT MIX

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental
39 units @ 30% AMI or below				
*30%	7	1 BR/1 BA	700	\$944
	23	2 BR/2 BA	950	\$1,044
	9	3 BR/2 BA	1,100	\$1,258
58 units @ 60% AMI or below				
*60%	8	1 BR/1 BA	700	\$944
	35	2 BR/2 BA	950	\$1,044
	15	3 BR/2 BA	1,100	\$1,258
42 units @ 80% AMI or below				
80%	8	1 BR/1 BA	700	\$1,944
	24	2 BR/2 BA	950	\$1,104
	10	3 BR/2 BA	1,100	\$1,258
Total Units: 139				

***Note:** The developer is seeking HomeFlex vouchers from Atlanta Housing, if awarded residents will not pay more than 30% of their income.

ATLANTA DEVELOPMENT AUTHORITY

The Simpson – 810 & 140 Joseph E. Boone Blvd.

Approval of Westside TAD Ascension Fund Grant



CONSTRUCTION SOURCES

Tax Exempt Loan	\$28,000,000
Westside TAD	\$2,000,000
Vine City Trust Fund	\$500,000
Westside Future Fund Cashflow Loan	\$1,500,000
Quest Cashflow Note	\$2,750,000
Federal Tax Credit	\$11,212,841
State Tax Credit Equity	\$7,651,115
Deferred Developer Fee	\$1,545,989
Total Construction Sources	\$55,159,945

PERMANENT SOURCES

HUD 221 (d)(4)	\$15,250,000
Westside TAD	\$2,000,000
Vine City Trust Fund	\$500,000
Federal Tax Credit Equity	\$21,815,352
State Tax Credit Equity	\$14,885,770
Deferred Developer Fee	\$708,823
Total Permanent Sources	\$55,159,945

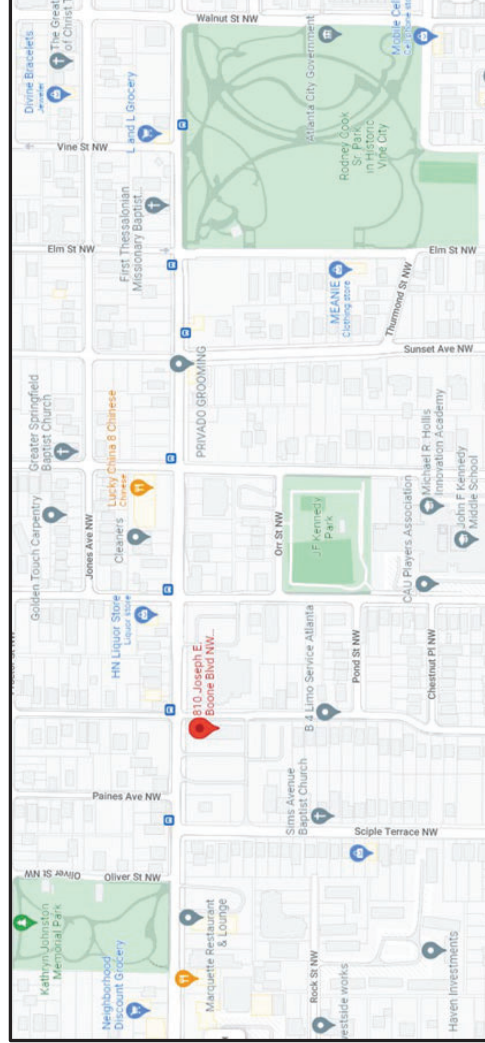
USES

Acquisition	\$973,000
Hard Costs	\$40,484,000
Contingency	\$3,009,275
Soft Costs	\$2,307,527
Financing	\$2,511,838
Interim Expenses	\$1,763,952
Syndication Expenses	\$65,000
Reserves	\$1,663,357
Developer Fee	\$2,382,000
Total Uses	\$55,159,945

ATLANTA DEVELOPMENT AUTHORITY
 The Simpson – 810 & 140 Joseph E. Boone Blvd.
 Approval of Westside TAD Ascension Fund Grant



PROJECT LOCATION MAP



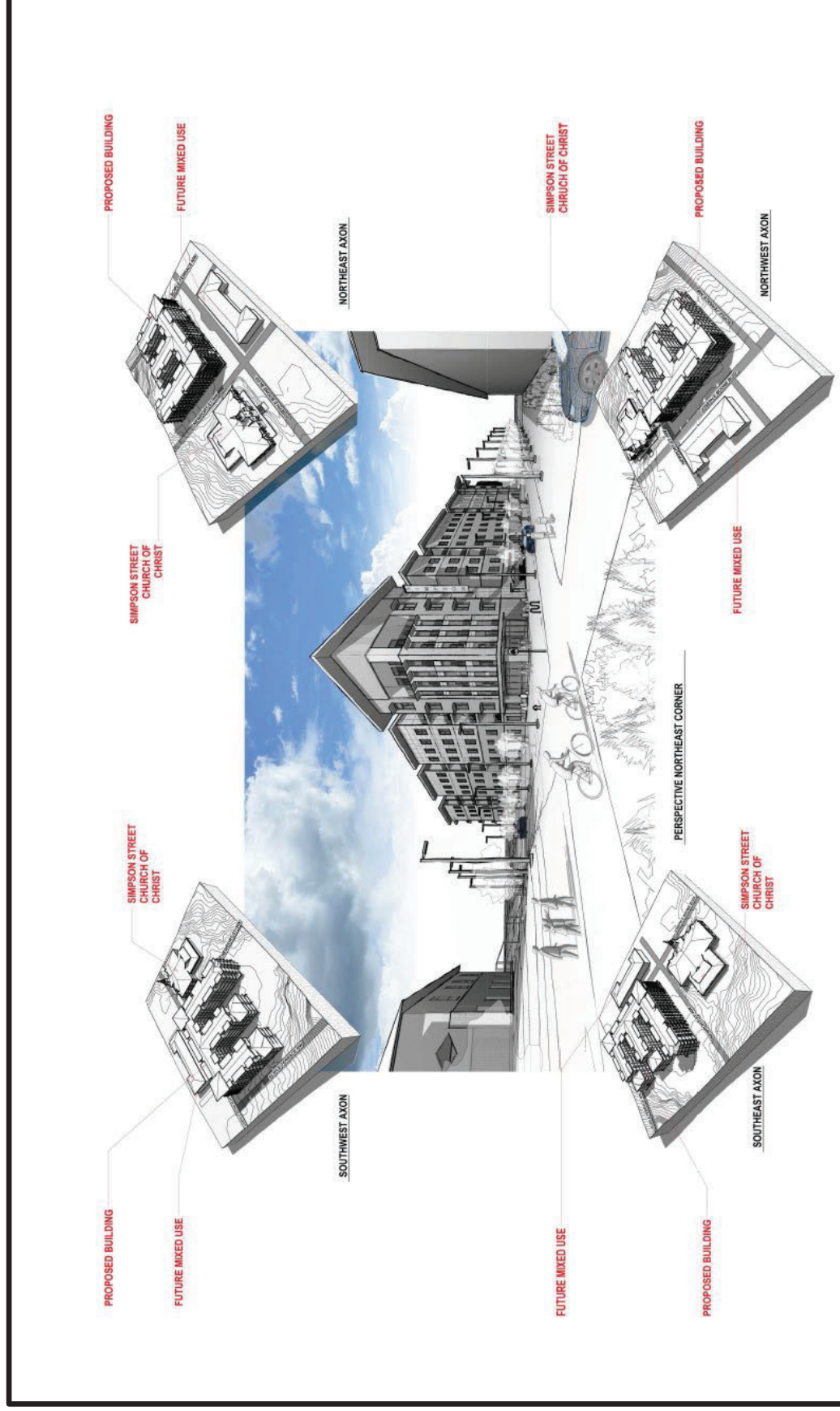
ATLANTA DEVELOPMENT AUTHORITY
The Simpson – 810 & 140 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant



PROJECT SITE PLAN

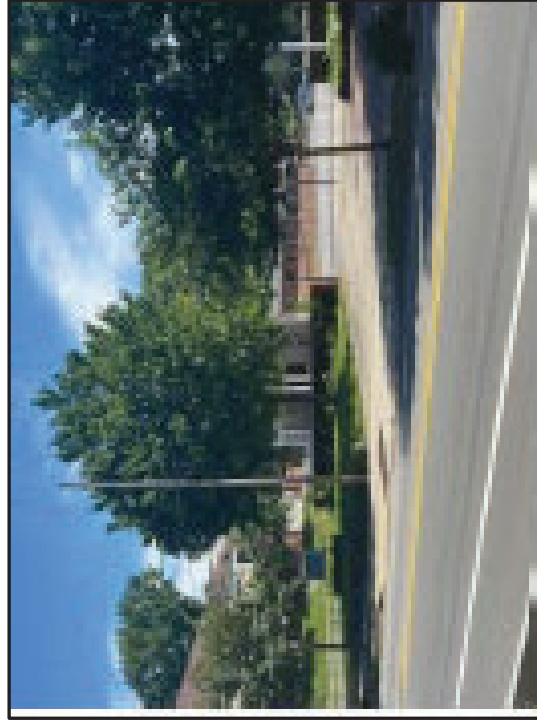
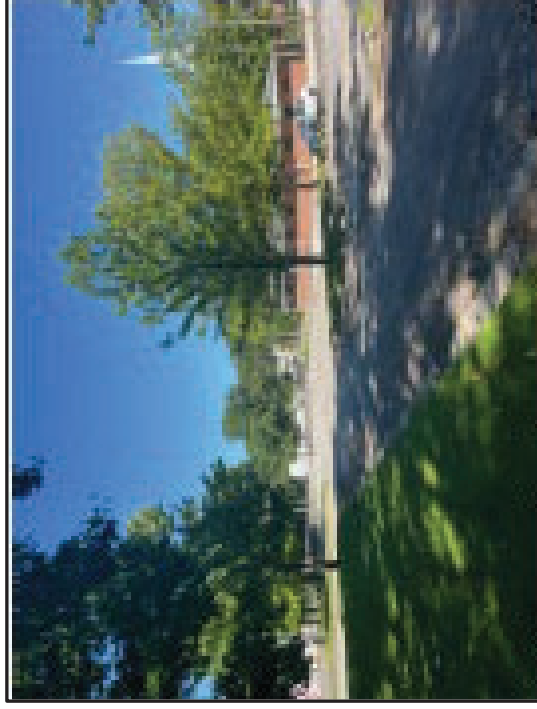


ATLANTA DEVELOPMENT AUTHORITY
The Simpson – 810 & 140 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant



ATLANTA DEVELOPMENT AUTHORITY
The Simpson – 810 & 140 Joseph E. Boone Blvd.
Approval of Westside TAD Ascension Fund Grant

EXISTING SITE PHOTOS



RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT ("WESTSIDE TAD") TO IQ SIMPSON AFFORDABLE HOUSING, LP, IN AN AMOUNT NOT TO EXCEED \$2,000,000 TO ASSIST IN FUNDING THE CONSTRUCTION, INSTALLATION, AND EQUIPPING OF AN AFFORDABLE HOUSING DEVELOPMENT KNOWN AS "THE SIMPSON," TO INCLUDE APPROXIMATELY 139 MULTIFAMILY RENTAL UNITS, LOCATED AT 810 AND 840 JOSEPH E. BOONE BLVD., ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, IQ Simpson Affordable Housing, LP, a Georgia limited partnership (the "Owner") or a related entity, intends to construct, install, and equip a multifamily housing development known as "The Simpson," to include approximately 139 multifamily rental housing units, located at 810 and 140 Joseph E. Boone Blvd., Atlanta, Georgia (the "Project"); and

WHEREAS, approximately 100% of the rental units in the Project will be reserved for households earning 30% or below, 60% or below, and 80% or below the area median income ("AMI") for the metropolitan statistical area in which the City sits; and

WHEREAS, the Owner has applied for a grant from the Westside TAD Ascension Fund to provide certain gap financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner; and

WHEREAS, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant from the special fund to the Owner for the Project in an aggregate amount not to exceed Two Million Dollars (\$2,000,000).

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority.** This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project.** Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Two Million Dollars (\$2,000,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner, IQ Simpson Affordable Housing, LP, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and

the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed.** It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity.** If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts.** All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

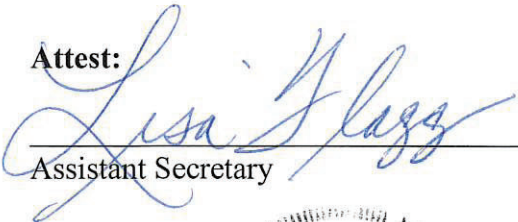
Section 8. **Effective Date.** This Resolution shall take effect immediately upon its passage.

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Adopted and approved this 17th day of November 2022.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Chair

Attest: 
Assistant Secretary

[SEAL]



SECRETARY'S CERTIFICATE

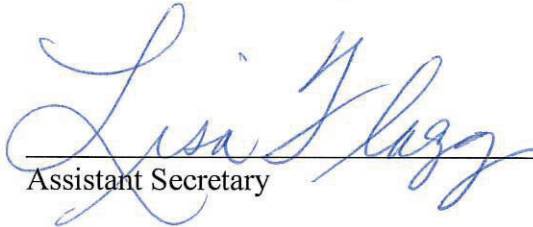
I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on November 17th, 2022, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 17th day of November, 2022.

[SEAL]




Assistant Secretary



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0789

Meeting Date: 11/1/2023

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement (IGA) for the provision of Pre-Arrest Diversion and Continuum of Resource Building Services between Fulton County, Georgia and Atlanta, Georgia. The County Attorney is authorized to approve the IGA as to form and to make changes thereto prior to execution. **(Abdur-Rahman)**

INTERGOVERNMENTAL AGREEMENT

FOR THE PROVISION OF PRE-ARREST DIVERSION AND CONTINUUM OF RESOURCE BUILDING SERVICES BETWEEN FULTON COUNTY, GEORGIA AND ATLANTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered this ____ day of _____, 2023, by and between the City of Atlanta, Georgia (“City”), a municipal corporation, and Fulton County, Georgia (“County”), a constitutionally created political subdivision of the State of Georgia, (collectively, the “Parties”, and singly, a “Party”) to create and establish the Center for Diversion and Services (“Diversion Center”). This IGA is effective January 1, 2024, shall be for a term of four years, and may be renewed as provided below upon mutual agreement of the Parties.

RECITALS

WHEREAS, the City and the County have an interest in maintaining the public health, safety, and welfare within their respective territorial jurisdictions; and

WHEREAS, cooperation between the City and the County is critical to the vitality of the City and the County as a whole, and necessary to ensure that the citizens of the City and the County are served in the best possible way; and

WHEREAS, the Georgia Constitution, Article IX, Section 2, Paragraph 3, except as otherwise provided by law, permits local governments to execute Intergovernmental Agreements; and

WHEREAS, the Parties agree many community members in the County as a whole and the City live with behavioral health concerns for which they experience significant gaps in needed social services; and

WHEREAS, this population is often arrested and taken to either the Atlanta City Detention Diversion Center (“ACDC”) or the Fulton County Jail, when what in fact would be most beneficial is holistic, wraparound care and services related to mental health, substance use, homelessness, and poverty (referred to herein as a “Continuum of Resources”); and

WHEREAS, the Parties seek to transition away from legal system responses that utilize jails or arrest for concerns related to homelessness, mental health, substance use, and poverty; and

WHEREAS, stakeholders across metropolitan Atlanta’s and throughout the County’s behavioral health field agree a Continuum of Resources are needed to reduce the number of people experiencing concerns related to mental health, substance use, homelessness, and poverty who enter our legal system, and that doing so will reduce the overall population of individuals at ACDC and the Fulton County Jail; and

WHEREAS, the needed Continuum of Resources has been well documented by the Fulton County Justice and Mental Health Task Force and the Substance Abuse and Mental Health Services

Administration's Building a Competent Crisis Care System at Intercepts 0-1 Community of Practice, which includes City, County, State, and other service providers; and

WHEREAS, the Diversion Center represents an opportunity for City, County, and other stakeholders and partners to strengthen partnerships and collaborate on a key element of this continuum of resources; and

WHEREAS, the Diversion Center also represents an opportunity to not only divert individuals from arrest and jail but also to have an impact on their quality of life and empower them with the care, services, and referrals that are critical to helping them move forward in a positive way; and

WHEREAS, the Diversion Center will be a 24/7 pre-arrest drop-off point for law enforcement and will include a shared governance model comprised of a wide range of stakeholders and service providers (the Justice Policy Board, *see* (c) below), all of which share a unified vision of providing services in a supportive environment to people experiencing concerns related to homelessness, mental health, substance use, and/or poverty; and

WHEREAS, the Diversion Center will provide care and services, including but not limited to (1) peer reception and navigation through Diversion Center services; (2) behavioral health screening and needs assessment; (3) non-emergency medical care; (4) a sobering room; (5) referrals and transportation to off-site treatment and service organizations; (6) case management and basic legal navigation; (7) warrant resolution; and (8) food, laundry, and showers; and

WHEREAS, in November 2021, the Parties executed an IGA for an initial two-year term, commencing January 1, 2022, and ending December 31, 2023; and

WHEREAS, during this initial term, the Parties made significant progress toward development of the Diversion Center, including selecting Grady Hospital to serve as the Diversion Center's operator in December 2022 and starting Diversion Center construction in March 2023; and

WHEREAS, the Parties now seek to renew this IGA for a second, four-year term, commencing January 1, 2024, and ending December 31, 2027; and

WHEREAS, this second renewal aligns with Grady Hospital's four-year contract to serve as the Diversion Center operator; and

WHEREAS, the Parties commit to continued collaboration, both regarding the Diversion Center and any future efforts toward building and strengthening metropolitan Atlanta's and the County's Continuum of Resources infrastructure; and

WHEREAS, the Atlanta Police Department (APD), as an entity of the City, commits to fully utilizing the Diversion Center and supporting future related projects and/or initiatives that strengthen metropolitan Atlanta's diversion ecosystem; and

WHEREAS, these recitals are incorporated within the body of this IGA as if fully set forth therein.

NOW, THEREFORE, the parties state their intent for this IGA as follows:

A. Vision and Guiding Principles

- a. In support of the Parties' collaboration toward the Diversion Center and future efforts toward building and strengthening the County's and the City's Continuum of Resources infrastructure, the Parties agree to the following vision statement and guiding principles.

b. **Vision Statement**

The Parties' vision is to safely reduce the number of people with concerns related to mental health, homelessness, substance use, and poverty who come in contact with the City or County's criminal legal systems.

c. **Guiding Principles**

- i. People-centered: The Parties value being people-centered by learning from different perspectives, showing dignity and respect, and being empathetic, fair, and equitable to all persons.
- ii. Innovative: The Parties will be open to new processes, policies, and practices that will help improve on the four key measures of the Stepping Up Initiative and overcome real and perceived barriers.
- iii. Collaborative: The criminal justice and mental health systems are complex and those individuals the Parties serve benefit most when members of both cooperate.
- iv. Solution-oriented: The Parties are focused on outcomes and adhere to a strength-based perspective.
- v. Responsible and accountable: The Parties recognize outcomes improve when performance is tracked and reported and there is responsibility for improving results.
- vi. Safe: The Parties embrace positive health outcomes for all involved.
- vii. Recovery-minded: The Parties are focused on recovery because quality care and treatment work, and recovery is possible.

B. Identification of Parties

- a. The Parties to this IGA are the City and the County. These Parties commit their collective efforts in support of the Diversion Center and their continued efforts toward increasing the County's and the City's Continuum of Resources infrastructure.

C. Outcomes and Metrics

- a. The Diversion Center will demonstrate positive impact through the following aspirational goals and metrics relevant to each partner. The Parties agree these goals and metrics may be revisited and updated throughout the term of this IGA.

Goals	Partner Agency with Data
Reduction in number of daily jail bookings **** Comparison measure <ul style="list-style-type: none"> • Diversion Center guest history • Non-Diversion Center guests 	<ul style="list-style-type: none"> • Fulton County Superior Court • City of Atlanta, Department of Corrections (DOC) • Diversion Center staff
Reduction in jail bookings for people who screen (+) for mental health concerns	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD) • COA DOC
Reduction in jail bookings for people who screen (+) for homelessness	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Sheriff/Naphcare • Partners for Home/Homeless Management Information System • COA DOC
Reduction in jail bookings for people who screen (+) for substance abuse concerns	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Sheriff/Naphcare • COA DOC
Reduction in average daily jail population for people who screen (+) for mental health concerns, homelessness, and/or substance use/abuse	<ul style="list-style-type: none"> • Fulton County Superior Court • Fulton County Sheriff/Naphcare • COA DOC
Reduction in bookings on warrants and technical violations (with no associated new charges)	<ul style="list-style-type: none"> • Fulton County Superior Court • COA DOC
Increased time between arrests	<ul style="list-style-type: none"> • Fulton County Superior Court • COA DOC

Metrics used to Measure Progress Toward Goals	Partner Agency with Data
Number of guests who voluntarily admit to the Diversion Center for treatment or social services	<ul style="list-style-type: none"> • APD/MARTA/other law enforcement agencies • Diversion Center staff • PAD
Percentage of guests who voluntarily admit to the Diversion Center who leave within six hours, 12 hours, and 24 hours	<ul style="list-style-type: none"> • Diversion Center staff
Percentage of guests who connect to aftercare	<ul style="list-style-type: none"> • Diversion Center staff

	<ul style="list-style-type: none"> • Grady, PAD, and other partners
Transition to stable housing situation <ul style="list-style-type: none"> • Residential treatment programs • Permanent supportive housing • Transitional housing • Shelter 	<ul style="list-style-type: none"> • Diversion Center staff • Partners for Home, Fulton County DBHDD, Grady, PAD, and other partners
Total number unduplicated guests assessed per month (target TBD)	<ul style="list-style-type: none"> • Diversion Center staff
Total number unduplicated guests served per month (target TBD)	<ul style="list-style-type: none"> • Diversion Center staff
Number/percentage of guests linked to outpatient services	<ul style="list-style-type: none"> • Diversion Center staff • PAD, Grady, and other partners

D. Funding Commitments

- a. Diversion Center funding needs include \$5,000,000 in annual costs, with the annual costs to be share equally by the City and the County for the duration of this IGA. The County's funding obligation for the term of the IGA is in an amount not to exceed \$2,500,000 to be used solely for operating costs of the Center. Annual costs are defined as costs supporting direct Diversion Center operations (*e.g.*, on-site Diversion Center staff and service provision) and/or indirect City and/or County activities (*e.g.*, off-site City and/or County staff supporting the Justice Policy Board (*see* (c) below) or other Diversion Center-related systems or infrastructure) to sustain the Diversion Center's impact. Nothing herein shall be construed as an obligation of any Party to fund any year beyond the first year, unless such future year's funding is appropriated by a Party. Grady Hospital, in its capacity as Diversion Center operator, will invoice City and County finance departments separately and in accordance with each department's accounting procedures. During the term of the IGA, the City and County shall have the right to inspect and audit all accounting reports, books or records which concern the Diversion Center's operations, at the sole cost of the entity conducting the inspection or audit and upon providing reasonable written notice.
- b. If the Diversion Center receives operating and/or capital funding from additional sources, *e.g.*, private or philanthropic organizations, the City and County commit to not reducing or offsetting existing or future funding amounts (to the extent appropriated) and/or commitments, regardless of the Diversion Center's year of operation.

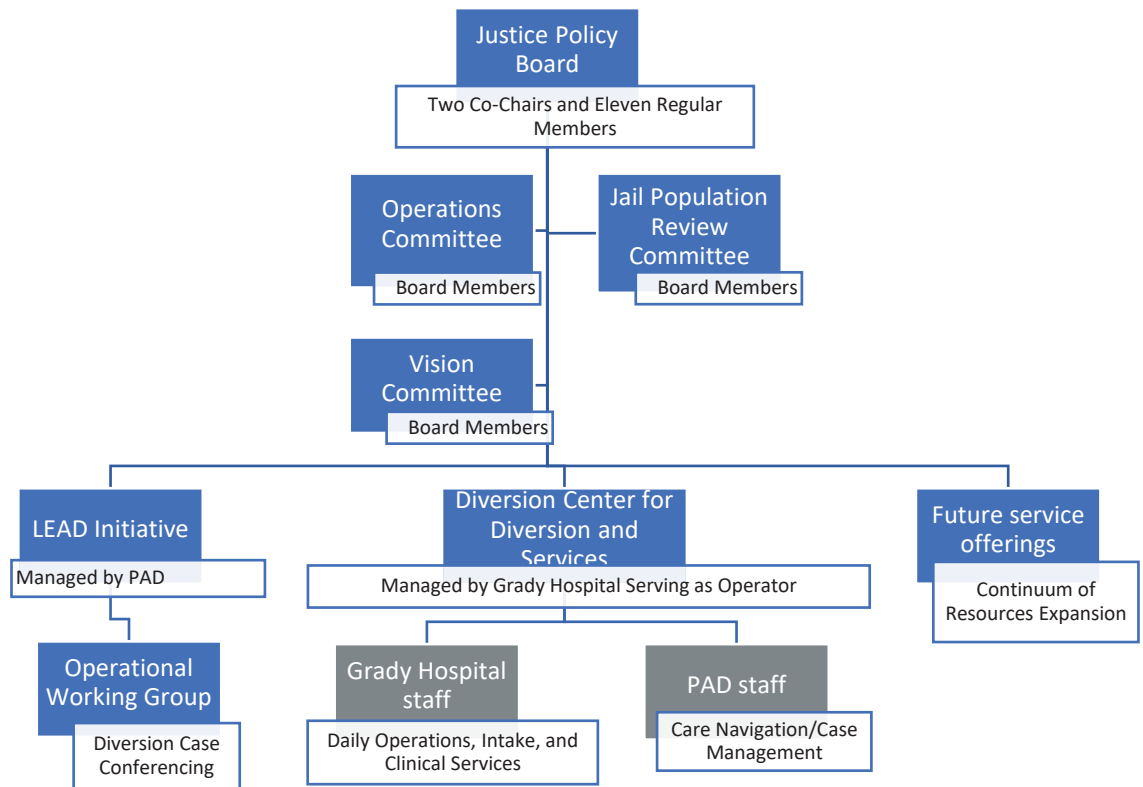
E. Diversion Center Concept, Organizational Structure, and Partner Responsibilities

- a. Diversion Center Concept. The Diversion Center is and shall operate as a pre-arrest drop-off point for any law enforcement agency within the City and the County and includes a shared governance model (*see* (c) below, the Justice Policy Board)

comprised of a wide range of partners, all of which share a unified vision of providing services in a supportive environment to people experiencing concerns related to homelessness, mental health, substance use, and/or poverty. The Diversion Center will be located at the ACDC, complete with its own signage, dedicated entry, and stand-alone facility separate from ACDC operations. On-site partners, will provide care and services to Diversion Center guests, including but not limited to (1) peer reception and navigation through Diversion Center services; (2) behavioral health screening and needs assessment; (3) non-emergency medical care; (4) sobering rooms; (5) referrals and transportation to off-site treatment and service organizations; (6) case management and basic legal navigation; (7) warrant resolution; and (8) food, laundry, and showers. As noted, Grady Hospital, serving as Diversion Center operator, will manage the administrative-, financial-, and building-related functions of the Diversion Center. Grady Hospital will collaborate with on-site partners that will provide the services identified directly above. Grady Hospital's specific role and responsibilities are outlined in the City's contract with Grady Hospital, which began with an initial one-year term on January 1, 2023, and is eligible for two additional two-year renewals, beginning January 1, 2024 and ending December 31, 2027.

- b. The City shall ensure Grady Hospital, serving as Diversion Center operator, shall obtain liability insurance in an amount not less than One Million Dollars, (\$1,000,000.00) and along with naming the City (if applicable), shall name the County as its additional insured in its certificate, which must be delivered to the County prior to the commencement of the services. Furthermore, the City shall include provisions in its contract with Grady Hospital, requiring that the vendor shall indemnify and hold harmless the County as well as the County's commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage caused by Grady Hospital or anyone under its control (except that no party shall be indemnified for their own negligence). Grady Hospital, if requested, shall assume and defend at Grady Hospital's own expense, any suit, action or other legal proceedings arising there from, and Grady Hospital hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County arising there from. Nothing herein shall be construed as a waiver of either the City's or the County's sovereign immunity.

c. Organizational Structure



i. Justice Policy Board

1. The Justice Policy Board (Board) is an intergovernmental, multi-stakeholder partnership that sets an overall vision and goals for an intergovernmental and multi-stakeholder partnership between the City and the County and focused on establishing and supporting development of the Diversion Center (*e.g.*, increasing the scope and geographic range of Diversion Center services) and expanding and strengthening metro Atlanta's continuum of resources to provide alternatives to arrest and incarceration. The continuum of resources may include, but is not limited to, increased behavioral and crisis care programming and services and expanded options (beyond arrest and jail) for concerns related to homelessness, mental health, substance use, and poverty.
2. The Board is composed of three Committees, including Operations, Vision, and Jail Population Review.
3. The Board will meet quarterly to:
 - a. Provide overall oversight of the Diversion Center, including services provided at the Diversion Center by third party

- providers (*e.g.*, Grady Health System (Grady) and the Policing Alternatives and Diversion Initiative (PAD)), and the Law Enforcement Assisted Diversion Initiative (LEAD);
- b. Provide oversight of future expansion of metro Atlanta's continuum of resources in fulfillment of the mission and vision outlined in this IGA;
 - c. Receive presentations and review reports submitted by the Diversion Center;
 - d. Collaborate with legal system stakeholders and universities to explore opportunities to expand and strengthen metro Atlanta's continuum of resources infrastructure;
 - e. Maintain an understanding of local and national trends research, concerns, and advancements regarding policy and legislative solutions in support of expanding and strengthening metro Atlanta's continuum of resources infrastructure; and
 - f. Track national trends and best practices with regards to approaches to criminal legal reform, diversion, deflection, mental illness, substance use, and/or extreme poverty.
4. The Board's Operations Committee will provide a quarterly report to both the Atlanta City Council and Fulton County Board of Commissioners, which will include updates on Diversion Center operations, as well as ongoing Board projects and/or initiatives where relevant and helpful.
 5. Overall Structure and Membership
 - a. The Board will have a **maximum limit of thirteen (13)** total Board members, including:
 - i. Two voting co-chairs
 - ii. Eleven regular voting members (reflecting a balance of City, County, and community representation)
 - iii. For the initial January 2022 through December 2023 Board member term only, all members, including co-chairs, shall be nominated by the City and County. Beginning with the January 2024 through December 2026 term and all future terms, existing Board members shall nominate and elect members.
 - iv. City and County will collaborate to ensure the Board has as equal representation as possible, with suggested representation outlined in (e) and (f) below
 - b. All Board members will **not** have term limits but will serve two-year terms.

- c. The Board will nominate and elect new co-chairs and regular Board members **at least one month** before the end of each two-year term.
- d. All Board members **must consult** with relevant external subject matter experts, stakeholders, and community representatives in Board matters (*e.g.*, if the Board includes an elected official but no prosecutorial or law enforcement representation, then the elected official must consult with prosecutorial and law enforcement representatives regarding Board matters)
- e. It is suggested that Board members include representation from the following organizations and groups:
 - i. City and county elected officials (*e.g.*, Fulton County Board of Commissioners and Atlanta City Council);
 - ii. The Office of the Mayor (*e.g.*, the Mayor of the City of Atlanta and the Chief Operating Officer);
 - iii. Law enforcement (*e.g.*, APD*);
 - iv. Prosecutors' offices (*e.g.*, Fulton County District Attorney and City of Atlanta Solicitor);
 - v. Public defenders' offices (*e.g.*, Fulton County Public Defender and City of Atlanta Public Defender);
 - vi. Judges (*e.g.*, State Court of Fulton County, Fulton County Superior Court, and Municipal Court of Atlanta)
 - vii. Behavioral health representatives (*e.g.*, Fulton County Department of Behavioral Health and Developmental Disabilities and Georgia Department of Behavioral Health and Developmental Disabilities);
 - viii. Representative of an organization of formerly incarcerated individuals;
 - ix. Representative of a criminal legal reform organization; and
 - x. Representative of a peer-led behavioral health organization (*e.g.*, Georgia Mental Health Consumer Network)
- f. *Ex officio* (non-voting) Board members may include representation from the following organizations and groups:
 - i. Georgia Criminal Justice Coordinating Council;
 - ii. PAD;
 - iii. Grady;
 - iv. Partners for Home; and

- v. Funders of the Diversion Center or any other Board initiatives, projects, and/or programs
 - g. *Ex officio* Board members may attend Board meetings, and Board co-chairs must make meeting times, dates, and locations available to *ex officio* members
 - h. **It is mandatory that at least one Board member be a representative from the APD*
- d. Each Diversion Center partner will have the following responsibilities (not an exhaustive list):
 - i. City of Atlanta
 - 1. Co-funds annual Diversion Center costs, which include costs supporting direct Diversion Center operations and/or indirect City activities to sustain the Diversion Center's impact;
 - 2. Funds and coordinates initial capital funding for the Diversion Center;
 - 3. Issues and holds the contract with the Diversion Center operator/vendor; and
 - 4. Co-chairs the Justice Policy Board and appoints City agency representatives to the Justice Policy Board.
 - ii. Fulton County
 - 1. Co-funds annual Diversion Center costs, which include costs supporting direct Diversion Center operations and/or indirect County activities to sustain the Diversion Center's impact; and
 - 2. Co-chairs the Justice Policy Board and appoints County agency representatives to the Justice Policy Board.
 - iii. Operator (Grady Hospital)
 - 1. Leads the day-to-day operations of the Diversion Center according to a future protocols document that will be developed in collaboration with the City, County, PAD, and Grady;
 - 2. Reports to the Justice Policy Board;
 - 3. Coordinates on-site partners, intake, referrals, and other services in collaboration with PAD and Grady;
 - 4. Manages the overall Diversion Center operational, financial, and facility management/functions;
 - 5. Works with on-site and off-site partner entities (including the Justice Policy Board) to collect and evaluate Diversion Center data and improve services and operations; and
 - 6. Sets protocols and processes, in coordination with PAD, Grady, and the Justice Policy Board.

F. IGA Governance

- a. All decisions pertaining to this IGA shall be made by consensus. For purposes of this IGA, this means a resolution that is acceptable to both Parties even if not ideal.

Each Party to this IGA shall designate one representative for purposes of determining consensus in all decisions pertaining to this IGA, but multiple representatives from each organization may attend meetings and participate in discussions, as non-voting representatives.

G. Termination

- a. Termination upon Mutual Agreement. Notwithstanding anything contained herein to the contrary, the Parties may, upon consensus vote thereof, agree to terminate this IGA for substantial departure from the vision, guiding principles, funding, and/or other commitments and terms outlined in this IGA.
- b. Termination for Lack of Appropriations. This IGA shall be terminated in its entirety if, the legislative authorization necessary to establish an annual maximum payment amount for the City or the County for a fiscal or calendar year in which the IGA is effective are not enacted. Termination pursuant to this subsection shall be effective on the last day of the term for which an annual maximum payment amount has been legislatively authorized, provided, however, that task orders funded out of a previously legislatively authorized annual maximum payment amount may continue beyond such termination date.
- c. Any disputes regarding this Section are expressly made subject to the terms of the Dispute Section of this IGA.

H. Disputes

- a. The Parties agree to attempt to resolve all disputes and misunderstandings that may arise under or relating to this IGA by agreement of the Parties or through amicable negotiations.
- b. All claims by a Party shall be made in writing and submitted to the other Party. A Party receiving the claim shall, with reasonable promptness, but in no more than 15 calendar days, render a decision concerning any claim hereunder. Unless a Party, within 10 calendar days after receipt of the decision of the other Party, provides notice in writing that it takes exception to such decision, the decision shall be final and conclusive. Any unresolved claims may be submitted to non-binding mediation.
- c. This Section shall survive the termination of this Agreement.

I. Term

- a. Unless earlier terminated, the second, renewal term of this IGA shall be effective on January 1, 2024 and end on December 31, 2027, subject to renewal. This IGA may be renewed each calendar year thereafter where the Parties agree to renew by providing 90 days' notice to the other Party prior to expiration of the then existing term, and the Parties provide a written response of their intent to renew. Such renewal is only effective if each Party obtains approval from their respective governing bodies and necessary funds are appropriated as provided in this IGA.

J. Modifications

- a. This IGA may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the Parties' respective governing bodies.

K. Notices

- a. For purposes of this IGA, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

- i. **The County**

- Fulton County Board of Commissioners
Attn: Chairman
141 Pryor St., SW
Atlanta, GA 30303

- ii. **The City**

- City of Atlanta
Attn: LaChandra Burks, Deputy Chief Operating Officer
lburks@atlantaga.gov, (404) 909-0615
55 Trinity Ave., SW
Atlanta, GA 30303

- L. This IGA states the total obligation of the County and the City for the calendar year of execution. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

M. General Provisions

- a. If any part of this IGA is found to be invalid or unenforceable, or is otherwise stricken, the remainder of this IGA shall remain in full force and effect.
- b. This IGA constitutes the entire agreement between the Parties and supersedes any prior oral understandings between the Parties with respect to the matters addressed herein.
- c. Waiver of any term or condition of this IGA shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this IGA. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
- d. This IGA is entered into for the exclusive benefit of the undersigned Parties and is not intended to create any rights, powers, or interest in any third party. The County, including its respective officers, officials, employees, or agents, shall not be liable to third parties by any act or omission of the other Party.
- e. This IGA shall be governed by the laws of the State of Georgia.
- f. This IGA may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[Signatures of following pages.]

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this ____ day of _____, 2023.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya Grier
Clerk to the Commission (Seal)

Approved as to Content:

Latrina Foster, Director
Department of Behavioral Health and Disabilities

Approved as to Form:

Kaye Woodard Burwell
Interim County Attorney

CITY OF ATLANTA

Approved:

Andre Dickens, Mayor

Attest:

Foris Webb, III
Municipal Clerk (Seal)

Approved as to Content:

Lisa Gordon, Chief Operating Officer

Approved as to Form:

Karen Edwards, Senior Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0792

Meeting Date: 11/1/2023

Department

External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation: The 2024 State Legislative Agenda.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Request Approval

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Presentation of 2024 State Legislative Agenda

Scope of Work: Presentation of 2024 State Legislative Agenda

Community Impact:

Department Recommendation: Request Approval

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON
COUNTY**

Fulton County Board of Commissioners November 1, 2023

2024 Proposed State Legislative Agenda

Operational Funding for Behavioral Health Crisis Center

J-SPLOST

Equitable Property Tax Appeals Process

Equal Access to Judicial Personnel Benefits

Elections

Effective & Efficient Justice System

Medicaid Expansion

Senior Homestead Exemption Simplification

MARTA Board Appointment Parity

National Use of Force Data Collection Participation

Definition of Antisemitism

Limit Clerk of Superior Court Passport Fees

CROWN Act



**FULTON
COUNTY**

2024 Proposed State Legislative Agenda

Primary Policy Priority: BHCC Operational Funding

Fulton County seeks a jointly funded partnership with Georgia Department of Behavioral Health and Developmental Disabilities (GA DBHDD) for the operational expenditures of the Behavioral Health Crisis Center (BHCC) opening in 1Q2024. The County requests an annualized state budget amount of \$13 million for full operational funding beginning with Fiscal Year 2025.

- GA DBHDD requested \$5,688,919 in the Amended Fiscal Year 2024 Budget to annualize BHCC funding. We will track the amount placed in the Governor's Budget once released.

BHCC Progress Photographs

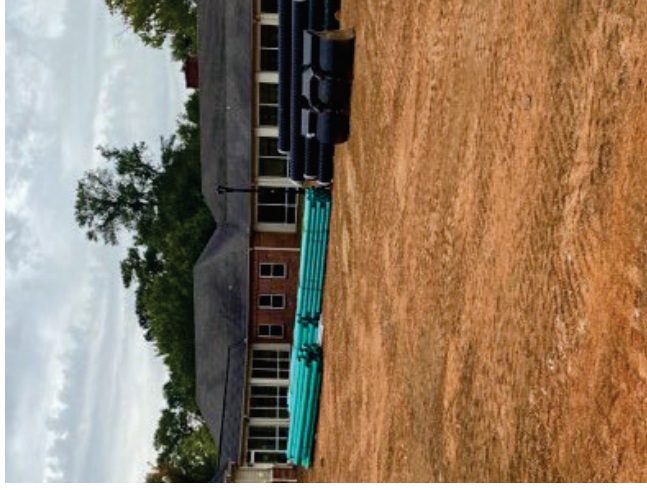
Retention Pond In Progress
As of 10/6/2023



Retention Pond In Progress
As of 10/13/2023



Grading In Progress
As of 10/6/2023



Grading In Progress
As of 10/13/2023



Primary Policy Priority: J-SPLOST

Fulton County seeks a Justice Special Local Option Sales Tax (J-SPLOST) to help fund expenditures for the construction of a new Detention Center.

Primary Policy Priority: Equitable Property Tax Appeals Process

Fulton County supports property tax appeal reform including:

- Fulton County seeks changes in current law that would require large commercial property owners to submit additional data at the time of an appeal of their property assessment to ensure equitable access to information.
 - Our research partnership with Georgia Tech University and counties across the state will be complete by the beginning of the 2024 Legislative Session.
- Fulton County seeks changes in current law that would place restrictions on the three-year lock in assessed values after a property tax appeal.
 - This priority aligns with the 2024 ACCG Legislative Priority: Property Tax Assessment and Appeal Reform.

Other Fulton County Priorities: Equal Access to Judicial Personnel Benefits

Fulton County supports the repeal of legislation that prohibits the equitable participation of Judges in the Fulton County and Georgia Judicial Retirement System programs with passage of [House Bill 643](#).

- [House Bill 643](#) will allow Fulton State Court Judges to participate in the County's retirement plan. The required review by the State Auditor was conducted and a certificate was issued. ***Effective Date: July 1, 2024***

Other Fulton County Priorities: Elections

Fulton County supports adjustments in the Election Day equipment allocation formula, recognizing that analysis of current data and voting trends demonstrate that more than half of Fulton County voters choose to participate in Early Voting.

Other Fulton County Priorities: Effective & Efficient Justice System

Fulton County supports legislation that creates a more efficient and effective justice system and improves outcomes for victims, defendants and taxpayers including:

- Fulton County seeks the addition of one judge to the Fulton County Superior Court.
- Fulton County supports proposed legislation to create a modernization framework to develop minimum standards for digitally recording proceedings in courts throughout the state and is willing to serve as a pilot program participant.
- Fulton County supports justice system reforms to help the Chief Judge address court efficiency including case backlog.

Other Fulton County Priorities: Medicaid Expansion

Fulton County urges the General Assembly to fully expand Medicaid coverage in order to increase access to high-quality, affordable health insurance for low-income residents. Medicaid expansion will also decrease County costs related to medical care for uninsured residents.

2023 Carryover Policy Priorities: Senior Homestead Exemption Simplification

Fulton County supports simplification of administrative processes for senior homestead exemptions for Fulton County seniors living on low incomes.

- Sen. Sonya Halpern (39th) will introduce a revised version of [Senate Bill 303](#) that includes referendum language to comply with the Governor's [2023 Veto Statement](#).

2023 Carryover Policy Priorities: MARTA Board Appointment Parity

Fulton County seeks to reestablish parity with other MARTA signatory agencies in making direct appointments to the MARTA Board.

- Current MARTA Board members (15 total including Ex-Officio members holding respective State Office) can be found [here](#) and include appointments from: Fulton County (3), DeKalb County (4), City of Atlanta (3), Clayton County (2) and the Governor (1).
 - Ex-Officio members: Commissioner, Georgia Department of Transportation and Executive Director, State Road and Tollway Authority.
- Fulton County will begin discussions with potential sponsors on this issue prior to the 2024 Legislative Session.

2023 Carryover Policy Priorities: National Use of Force Data Collection

Fulton County requests the General Assembly require law enforcement agencies in Georgia to participate in the FBI's Use-of-Force Data Collection program and enact laws to establish decertification registries and practices or enhance existing ones.

- Fulton County will begin discussions with potential sponsors on this issue prior to the 2024 Legislative Session.

2023 Carryover Policy Priorities: Definition of Antisemitism

Fulton County will monitor and report on passage of the bills below which provide a definition of antisemitism for purposes of state government:

- [**House Bill 30**](#) – Rep. John Carson (46th)
 - *Status: Referred to Senate Judiciary Committee*
- [**House Bill 144**](#) – Rep. Regina Lewis-Ward (115th)
 - *Status: Senate Tabled*

2023 Carryover Policy Priorities: Limit Clerk of Superior Court Passport Fees

Fulton County will monitor and report on passage of the bill below which limits Clerk of Superior Court passport fees:

- [**Senate Bill 19**](#) – Sen. Kay Kirkpatrick (32nd)
 - *Status: Recommended to House Judiciary Committee*

2023 Carryover Policy Priorities: CROWN Act

Fulton County will monitor and report on passage of the Creating a Respectful and Open World for Natural Hair (CROWN) Act:

- [Senate Bill 82](#) – Sen. Tonya Anderson (43rd)
 - *Status: Referred to Senate Insurance and Labor Committee*

Upcoming Legislative Dates

- Wednesday, November 15: 2024 Profile Legislation
 - Relevant bills will be shared with BOC and Executive Team
- Friday, December 1: Sunset of 2023 Study Committees
 - Relevant final reports will be shared with BOC and Executive Team
- Wednesday, December 6: 2023 Legislative Reception
 - RSVP Deadline: Thursday, November 30