FULTON COUNTY BOARD OF COMMISSIONERS RECESS MEETING



September 21, 2022 10:00 AM

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



AGENDA

CALL TO ORDER: Chairman Robert L. Pitts

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

Robert L. Pitts, Chairman (At-Large)

Liz Hausmann, Vice-Chairman (District 1)

Bob Ellis, Commissioner (District 2)

Lee Morris, 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

22-0651 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 Recess Meeting Agenda for separate consideration.

22-0652 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Bishop Johnnie Christine Anderson Appreciation Day." (Hall)

September 2, 2022

Proclamation recognizing "Benjamin E. Mays Class of 1982 Appreciation Day." (Abdur-Rahman)

September 3, 2022

Proclamation recognizing "Reginald Thomas Appreciation Day." (Abdur-Rahman) September 4, 2022

Proclamation recognizing "Kimberly Chapman Appreciation Day." (Hall) September 8, 2022

Proclamation recognizing "Manga African Dance Appreciation Day." (Hall) September 10, 2022

Proclamation recognizing "Michael P. Fears Remembrance Day." (Hall) September 10, 2022

Proclamation recognizing "Dr. Christine King Farris Appreciation Day." (Abdur-Rahman)

September 11, 2022

Proclamation recognizing "Ricky Steele Appreciation Day." (Hall) September 13, 2022

Proclamation recognizing "Bill Bolling Appreciation Day." (Hall) September 14, 2022

Proclamation recognizing "James H. Witherspoon, Sr. Remembrance Day." (Hall) September 15, 2022

Proclamation recognizing "Candace Holyfield Parker Appreciation Day." (Hall) September 17, 2022

Proclamation recognizing "Julious Khalid Appreciation Day." (Hall) September 17, 2022

Proclamation recognizing "Tassili Ma'at Appreciation Day." (Hall) September 17, 2022

Proclamation recognizing "Walk2Elevate Our Community 5K Walk/Run Appreciation Day." (Arrington) September 17, 2022

Proclamation recognizing "First Congregational Church Appreciation Day." (Hall/Pitts/Arrington/Abdur-Rahman)
September 25, 2022

Commissioners' District Board Appointments

22-0653 Board of Commissioners

DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD

The seven (7) members of this board are appointed directly from the County governing authority, effective July 1, 1994, as a result of Senate Bill 469. If the County governing authority fails to make an appointment within 90 days after the vacancy occurs, the DHR Commissioner is authorized to make the appointment. Incumbents whose terms have expired continue to serve until a successor is appointed.

Term = 5 Years staggered terms

Term below expired: 6/30/2022

Caitlin Barsin (Morris)

Commissioner Morris has nominated Caitlin Barsin for a District reappointment to a term ending June 30, 2027.

22-0654 Board of Commissioners

FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term below expires: 12/31/2022

Jack Hausmann (Resigned) (Hausmann/BOC-1)

Vice-Chairman Hausman has nominated Martha Myers for a District appointment to an unexpired term ending December 31, 2022.

Open & Responsible Government

22-0655 Finance

Ratification of August 2022 Grants Activity Report.

22-0656 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, Bid#21ITBC130948C-GS, Janitorial Supplies and Equipment in the total amount of \$45,000.00 with (A) Office Depot (Boca Raton, FL) in the amount of \$10,000.00; (B) W. W. Grainger, Inc. (Fairburn, GA) in the amount of \$10,000.00; (C) HD Supply Facilities Maintenance, formally The Home Depot Pro (Jacksonville, FL) in the amount of \$10,000.00; (D) Pyramid School Products (Tampa, FL) in the amount of \$5,000.00; (F) EVF Procurement, LLC (Highland Park, NJ) in the amount of \$5,000.00; and (G) SIAK Enterprises, LLC (Lawrenceville, GA) in the amount of \$5,000.00, to provide janitorial supplies and equipment on an "as needed" basis for Fulton County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023.

22-0657 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21RFP120820K-CRB, Standby Professional Services for Environmental Engineering & Testing Services in the total amount of \$90,000.00 with (A) Wood Environment & Infrastructure Solutions, Inc. (Atlanta, GA), in the amount of \$30,000.00; (B) Atlas Technical Consultants, Inc. (Austin, TX), in the amount of \$30,000.00; and (C) United Consulting Group, Ltd. (Norcross, GA), in the amount of \$30,000.00, to provide standby environmental engineering and testing services on an "as needed/task order assignment" basis for a variety of professional services projects in support of the Department of Real Estate and Asset Management. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023, through December 31, 2023.

22-0658 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITB125973C-CG, Electronic Equipment Recycling Services with anticipated revenue in the amount of \$25,000.00 with NOVUS Solutions, LLC (Marietta, GA) to provide electronic equipment recycling services for Fulton County. This is a revenue generating contract. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023 through December 31, 2023.

Arts and Libraries

22-0659 Library

Request approval to allow the purchase of software for 5 recently refreshed computers at the Auburn Research Library. Crowley Micrographics, Inc dba The Crowley Company will provide 5 licenses at \$1,600.00 per license for a total of \$8,000.00. Upon approval, the software will be added to the department's annual 2023 AML list. This is action is effective immediately upon approval and does not require any additional renewal hereafter unless compatibility issues arise with the next wave of refresh PCs.

Health and Human Services

22-0660 Community Development

Request approval to amend the contract for North Fulton Community Charities, approved by the BOC on October 21, 2021 (Agenda Item #21-0798):

- 1. Change the contract service dates from November 1, 2021 October 31, 2021, to November 1, 2021 January 31, 2023.
- 2. Increase contract amount approved on June 15, 2022 (Agenda Item #22-0421) by adding additional ESG20 funds to the contract agreement in the amount of \$25,000.00 for a new contract amount of \$102,418.64.

The NF Community Charities contract is 100% grant funded (461-121-ES20-1160). The ESG grant ends on February 8, 2023.

22-0661 Public Works

Request approval of a change order less than 10% - Public Works, 17RFP031617K-DJ Progressive Design/Build Services for Big Creek Water Reclamation Facility (WRF) Expansion Project Phase 2B in the amount of \$259,128.00 with Archer Western-Brown and Caldwell Joint Venture (Atlanta, GA) to cover the impact of tariffs for material and equipment imports, security camera upgrades to secure sensitive access areas, and extends the contract time, with regards to substantial completion and final completion, by 11 days to June 8 2024 and July 16th, 2024 respectively. The time extensions are the result of 11 approved inclement weather days experienced during the 2021 construction year. Effective upon BOC approval.

22-0662 Public Works

Request approval of a change order less than 10% - Public Works Department, 21ITB129828K-JAJ, Camp Creek WRF UV Replacement in the amount of \$113,911.00 with Archer Western Construction, LLC (Atlanta, GA) to provide construction services related to the Camp Creek WRF UV replacement. Effective upon BOC approval.

22-0663 Senior Services

Request approval to award a contract without competition - Department of Senior Services, Software License and Master Services Agreement with Qualifacts Systems, LLC f/k/a Qualifacts Systems, Inc. (Nashville, TN) to upgrade existing software hosted by CareLogic Electronic Record System to include the Department of Senior Services in an amount not to exceed \$20,652.62 to provide electronic records management of client health records in the Adult Day Health Program. Effective upon BOC approval.

22-0664 Senior Services

Request approval to process outstanding Meals on Wheels Atlanta, Inc. (MOWA) invoices for minor repair services provided to nine constituent homes in a total amount not to exceed \$19,131.26. This is a one-time request. Effective on BOC approval.

Infrastructure and Economic Development

22-0665 Real Estate and Asset Management

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County and the City of Sandy Springs for the purpose installing and constructing multi-trail improvements within the County's existing sanitary sewer easement at 7600 Roswell Road, Sandy Springs, Georgia.

Justice and Safety

22-0666 Police

Request approval to renew an existing contract - Police Department, 20ITB126459B-YJ, Automobile Repair Services in the amount of \$75,000.00 with Moon's Service Center (Mableton, GA) to provide automobile repair services for the Police Department's fleet. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023 through December 31, 2023.

22-0667 Police

Request approval to renew existing contracts - Police Department, 20ITB127435B-YJ, Wrecker and Towing Services, a revenue generating contract with S&W Services of Atlanta, Inc. (Atlanta, GA) to provide wrecker towing services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023 through December 31, 2023.

22-0668 Superior Court Administration

Request approval to renew a Memorandum of Agreement with View Point Health for the purposes of continuing a cooperative relationship towards the implementation of Housing Case Management Services supporting the participants of the Fulton County Superior, Magistrate, and Juvenile Courts. This agreement is fully funded through the Criminal Justice Coordinating Council (Grant Award A50-8-004 and A51-8-002) in an amount not to exceed \$37,500.00. This agreement represents the first of two renewal options, pending BOC approval.

22-0669 Superior Court Administration

Request approval to renew a Memorandum of Agreement with Applied Research Services, Inc. ("ARS"), effective October 1, 2022 through September 30, 2023, in an amount not to exceed \$30,000.00. ARS will support the Fulton County Peer Recovery Support Services Project by providing program evaluation, research, data collection and analysis. This request represents the fourth (4) of four (4) one-year renewal terms, coinciding with and contingent upon continued grant funding through SAMHSA grant #5H79TI081170-04 and the approval of the Board of Commissioners.

RECESS MEETING AGENDA

22-0670 Board of Commissioners

Adoption of the Recess Meeting Agenda.

22-0671 Board of Commissioners

Ratification of Minutes.

Regular Meeting Post Agenda Minutes, September 7, 2022 Recess Meeting Minutes, August 17, 2022

22-0672 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "National Preparedness Month." (Hausmann)

Proclamation recognizing "Atlanta Public Schools 150th Anniversary Appreciation Day." (Hall)

Proclamation recognizing "Cornerstone Performance Center Appreciation Day." (Hall/Pitts/Arrington)

Proclamation recognizing "Recovery Month." (Hall)

Proclamation recognizing "Archbishop John H. Lewis, III Appreciation Day." (Abdur-Rahman)

Proclamation recognizing "Dr. Renee Sunshine Lewis Appreciation Day." (Abdur-Rahman)

PUBLIC HEARINGS

22-0673 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

22-0674 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 20RFP124968K-DB, Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection, in the total amount of \$1,500,000.00 with (A) Engineering Design Technologies, Inc. (Atlanta, GA) in the amount of \$375,000.00; (B) Wood Environmental & Infrastructure Solutions, Inc. (Atlanta, GA) in the amount of \$375,000.00; (C) S. L. King & Associates (Atlanta, GA) in the amount of \$375,000.00; and (D) KHAFRA Engineering Consultants, Inc. (Atlanta, GA) in the amount of \$375,000.00 to provide standby professional services for facilities related design, engineering and assessments in the areas of mechanical, electrical, plumbing and fire protection on an "as needed-task assignment" basis. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023, through December 31, 2023.

Justice and Safety

22-0675 Sheriff

Request approval to renew an existing contract - Sheriff's Office, 17RFP07012016B-BR, Inmate Medical Services with NaphCare, Inc. (Birmingham, AL) in the amount of \$27,146,113.64 to provide physical and mental health services to inmates at the Fulton County Jail and other locations. This action exercises the fifth of nine renewal options. Four renewal options remain. Effective dates: January 1, 2023, through December 31,2023.

COUNTY MANAGER'S ITEMS

Open & Responsible Government

22-0676 County Manager

Presentation of COVID-19 Operational Response Update.

22-0677 Purchasing and Contract Compliance

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

22-0678 Purchasing and Contract Compliance

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases; and for other purposes.

22-0679 Finance

Presentation, review and approval of September 21, 2022 Budget Soundings.

22-0680 Real Estate and Asset Management

Request approval to terminate contract - Department of Real Estate and Asset Management, 21ITB128258C-CG, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) with Buckhead Elite Construction Trust (Atlanta, GA) Effective as of September 30, 2022.

22-0681 Real Estate and Asset Management

Request approval to award contract without competition - Department of Real Estate and Asset Management, 22SSUSPS0816C-MH, Countywide Postage Services in the amount of \$1,850,000.00 with the United States Postal Services (Atlanta, GA), to provide postage services for Fulton County agencies. Effective dates: January 1, 2023 through December 31, 2023.

22-0682 Real Estate and Asset Management

Request approval to amend existing contract - Department of Real Estate and Asset Management, 21ITB128258C-CG, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G) in the amount of \$92,073.00 with American Facility Services, Inc. (Alpharetta, GA) to add Group G (North Senior Centers and Central Senior Centers) to its existing contract and to assume the janitorial services responsibilities according to the terms and conditions of the contract. Effective dates: October 1, 2022 through December 31, 2022.

Health and Human Services

22-0683 Public Works

Request approval of an Agreement for River/Lake information Management Services among the Atlanta Regional Commission (ARC), the City of Atlanta, the Atlanta-Fulton County Water Resources Commission (AFCWRC), Cobb County-Marietta Water Authority and DeKalb County in the amount of \$110,450.00; authorize the County Attorney to approve the Agreement as to form and make modifications thereof prior to execution. Effective January 1, 2023 through December 31, 2025, pending AFCWRC budget approval.

22-0684 Public Works

Request approval to increase spending authority - Department of Public Works, 20ITBC101020A-CJC, Water Meters in the amount of \$1,078,910.67 with Delta Municipal Supply Company (Lawrenceville, GA), to provide water meters. Effective upon BOC approval through December 31, 2022.

Justice and Safety

22-0685 District Attorney

Request approval of a Memorandum of Understanding between Fulton County District Attorney and Partnership Against Domestic Violence, a Sub-recipients of the 2021 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program awarded to the District Attorney.

22-0686 Sheriff

Request approval for an immediate increase funding for the Sheriff's Office in the amount of \$6,265,157.89, concentrating on the deficits forecast in FY2022 budget. The raise in funding addresses significant challenges due to inflation related to fuel, inmate food, personnel cost, inmate medical care and inmate transportation. This also addresses substantial issues associated with a compensatory and overtime problem causing significant attrition in jail and courthouse operations, leading to a noticeable misalignment with similar law enforcement agencies in recruiting efforts and security.

22-0687 State Court

Request approval of award without competition, State Court, 22SS049A-KM, Substance Use Disorder (SUD) Monitoring in the amount of \$180,000.00 with Avertest, LLC, (Richmond, VA) to provide substance use disorder (SUD) monitoring services delivered via Aversys, a proprietary web-based application, drug testing services and products for the Fulton County DUI Treatment Court. Effective upon BOC approval.

22-0688 Superior Court Administration

Request approval to extend an existing contract - SWC #47100-001-GBI0000100-001, Reagent Rental Agreement for Drug Testing Instruments and Supplies in an amount not to exceed \$100,000.00 with Siemens Healthcare Diagnostics, Inc., for an additional 90 day period pursuant to the State of Georgia contract extension for the purchase of medical/drug testing supplies for random drug testing for Superior Court Accountability Courts, State Court and Juvenile Courts. This procurement is primarily grant funded through the Georgia Criminal Justice Coordinating Council. Effective upon BOC approval through November 30, 2022.

COMMISSIONERS' ACTION ITEMS

22-0689 Board of Commissioners

Request approval of a Resolution to rescind Resolution No. 20-0218 and Resolution No. 20-0344 that provided for payment by Fulton County of any and all processing fees associated with electronic payments remitted by taxpayers; to eliminate payment of credit card processing fees associated with said payments by Fulton County; to provide for taxpayers utilizing electronic payments to pay all necessary associated processing fees; and for other purposes. (Ellis)

22-0690 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners in support of the State of Georgia accepting expansion of Federal Medicaid Services; providing for healthcare to citizens and for additional long-term support of Grady Hospital and all other Fulton County Health and Medical Services; and for other purposes. (Abdur-Rahman)

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

22-0691 County Manager

Discussion: Local Option Sales Tax Negotiations

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

22-0692 Board of Commissioners

Discussion: Invest Atlanta Board of Directors September 15, 2022 Meeting

Summary (Morris)

22-0693 Board of Commissioners

Discussion: Atlanta BeltLine, Inc. September 14, 2022 CEO Report (Morris)

22-0694 Board of Commissioners

Discussion: Justice Policy Board (Pitts)

EXECUTIVE SESSION

22-0695 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.: 22-0652 Meeting Date: 9/21/2022

Requested Action (*Identify appropriate Action or Motion, purpose, cost, timeframe, etc.*) Proclamations for Spreading on the Minutes.

Proclamation recognizing "Bishop Johnnie Christine Anderson Appreciation Day." (Hall) September 2, 2022

Proclamation recognizing "Benjamin E. Mays Class of 1982 Appreciation Day." (Abdur-Rahman) September 3, 2022

Proclamation recognizing "Reginald Thomas Appreciation Day." **(Abdur-Rahman)** September 4, 2022

Proclamation recognizing "Kimberly Chapman Appreciation Day." (Hall) September 8, 2022

Proclamation recognizing "Manga African Dance Appreciation Day." (Hall) September 10, 2022

Proclamation recognizing "Michael P. Fears Remembrance Day." (Hall) September 10, 2022

Proclamation recognizing "Dr. Christine King Farris Appreciation Day." (Abdur-Rahman) September 11, 2022

Proclamation recognizing "Ricky Steele Appreciation Day." (Hall) September 13, 2022

Proclamation recognizing "Bill Bolling Appreciation Day." (Hall) September 14, 2022

Proclamation recognizing "James H. Witherspoon, Sr. Remembrance Day." (Hall) September 15, 2022

Proclamation recognizing "Candace Holyfield Parker Appreciation Day." (Hall) September 17, 2022

Proclamation recognizing "Julious Khalid Appreciation Day." (Hall) September 17, 2022

Proclamation recognizing "Tassili Ma'at Appreciation Day." (Hall) September 17, 2022

Proclamation recognizing "Walk2Elevate Our Community 5K Walk/Run Appreciation Day." (Arrington)

September 17, 2022

Proclamation recognizing "First Congregational Church Appreciation Day." (Hall/Pitts/Arrington/Abdur-Rahman)
September 25, 2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iten	n No.: 22-0655	Meeting Date: 9/21/2022	
Departmen Finance	t		
•	Action (Identify appro of August 2022 Gran	priate Action or Motion, purpose, cost, timeframe, etc.) ts Activity Report.	
Grants Polic Report on th The Board o	y A(10): All grant ap e Consent Agenda f Commissioners sh	On (Cite specific Board policy, statute or code requirement) olications and awards must be presented via the Grants Activity uring the Board of Commissioners' Regular or Recess meetings. all utilize the Grants Activity Report to ratify the submission of all e of all grant funding.	
Strategic P	riority Area relate	d to this item (If yes, note strategic priority area below)	
_	esponsible Governn		
Commissio	on Districts Affec	ed	
All Districts			
District 1			
District 2			
District 3			
District 4			
District 5			
District 6			
Is this a pu No	rchasing 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.)

The Fulton County August 2022 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period August 1, 2022 through August 31, 2022. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 3 (\$387,300.00 + \$27,600.00 Cash Match)
- Applications Awarded: 5 (\$2,314,073.77 + No Cash Match)

The following Strategic Priority Areas are Impacted by August 2022 grant applications:

- Justice and Safety
- Health and Human Services

The Fulton County August 2022 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through August 31, 2022. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 37 (\$34,259,277.02 + \$183,669.50)
- Total Applications Awarded: 37 (\$19,396,523.26 + \$368,895.92 Cash Match)
- Total Grant Applications Denied: 7 (\$48,394,195.00 + No Cash Match)

Scope of Work:

Community Impact:

Department Recommendation: Department recommends ratification of the August 2022 Grants Activity Report (GAR).

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:



FULTON COUNTY FY2022 GRANTS ACTIVITY REPORT August 2022

Presented to:
Fulton County Board of Commissioners
Wednesday, September 21, 2022
Recess Meeting



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded August 1, 2022 Through August 31, 2022

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2022 August Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings.

The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded August 1, 2022 Through August 31, 2022 Requiring BOC Ratification						
Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
			JUSTICE AND SAFETY			
Juvenile Court	State of Georgia Criminal Justice Coordinating Council (CJCC)	Juvenile Prevention and Intervention Grant	Request approval to apply and accept a grant from the State of Georgia Criminal Justice Coordinating Council (CJCC), FY 2022-2023 Juvenile Prevention and Intervention Grants Program in the amount of \$50,000. The grant will support evidence-based delinquency prevention programming and rehabilitative services to serve high-risk youth in the community who would otherwise be committed to the state juvenile justice system, resulting in a decrease of felony commitments to the state. The contract period is October 1, 2022 - September 30, 2023. No County Cash Match.	\$ 50,000.00	\$ -	Pending
Juvenile Court	The State of Georgia Criminal Justice Coordinating Council (CJCC)	Delinquency Prevention Grants Program	Request approval to apply and accept a grant in the amount of \$25,000 from the State of Georgia Criminal Justice Coordinating Council (CJCC), for the grant period of October 1, 2022 - September 30, 2023. The grant will support the Fulton County Juvenile Court to continue implementation of the evidence-based programs Strengthening Families and Celebrating Family. No County Cash Match.	\$ 25,000.00	\$ -	Pending
Solicitor General	The State of Georgia Criminal Justice Coordinating Council (CJCC)	Victim Witness Assistance Program	Request approval to accept a continuation VOCA grant from the Criminal Justice Coordinating Council Victim of Crime Act Program in the amount of \$310,352.00 to fund for personnel and fringe benefits for the Victim Witness Assistance Program of the Fulton County Solicitor General's Office. The match amount of \$77,588 which is normally funded through the Solicitor's General's budget as a percentage of non-grant staff salary has been waived by CJCC for 2023 Federal Fiscal Year. No County Cash Match.	\$ 310,352.00	\$ -	Awarded
Superior Court, Magistrate Court & Juvenile Court	State of Georgia Criminal Justice Coordinating Council (CJCC)	Community Affairs Emergency Solutions Grant-CARES Program	Request approval to apply and accept a grant from the Criminal Justice Coordinating Council in partnership with the Council of Accountability Court Judges for Accountability Court participant housing under the Department of Community Affairs Emergency Solutions Grant-CARES Program. Funds will be used to provide immediate access to emergency shelter and to provide Rapid Rehousing to participants in order to provide a medium to long term housing solution. In turn, this will address two major concerns in participants achieving long-term recovery — a stable and sober housing environment and a reduction in the financial stress associated with housing. The contract period is October 1, 2022 through September 30, 2023 The grant is in the amount of \$312,300, no cash match is required. No County Cash Match.	\$ 312,300.00	\$ -	Pending
			Subtotal:	\$ 697,652.00	\$ -	
			HEALTH AND HUMAN SERVICES			
Senior Services	Atlanta Regional Commission	ARC - American Rescue Plan Act	Request approval to accept Atlanta Regional Commission - American Rescue Plan Act funding in the amount of 1,185,011.00 to provide Home Delivered Meals and Transportation Services to Fulton County Seniors. The grant requires a match of \$27,600.00, which is available in the Department of Senior Services FY2022 Budget. The contract period is July 1, 2022 - June 30, 2024. County Cash Match: \$27,600.00	\$ 1,185,011.00	\$ 27,600.00	Awarded
Behavioral Health & Developmental Disabilities	Georgia Department of Behavioral Health & Developmental Disabilities		Request approval to accept Georgia Department of Behavioral Health & Developmental Disabilities contract grant-in-aid funding in the amount of \$354,610 for the FY2023 – Adult Mental Health and Adult Addictive Diseases Medicaid Fee for Services Contract. The contract period is July 1, 2022 through June 30, 2023. No County Cash Match.	\$ 354,610.00		Awarded
Behavioral Health & Developmental Disabilities	Georgia Department of Behavioral Health & Developmental Disabilities	Behavioral Health Services (HIV) Contract	Request approval to accept Georgia Department of Behavioral Health & Developmental Disabilities contract grant-in-aid funding in the amount of \$150,000 for the FY2023 – Behavioral Health Services (HIV) Contract. The contract period is July 1, 2022 through June 30, 2023. No County Cash Match.	\$ 150,000.00	\$ -	Awarded
Community Development	U.S. Department of Housing and Urban Development (HUD)	Emergency Solutions Grants (ESG) Program CARES Act (ESG-CV) appropriation	Request approval to accept funds from the U.S. Department of Housing and Urban Development, Emergency Solution Grants (ESG) Program Cares Act (ESG-CV) to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are experiencing homelessness or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The contract period is October 1, 2022 through September 30, 2023. The contract amount is \$314,100.77. No County Cash Match. Subtotal:	\$ 314,100.77 \$ 2,003,721.77		Awarded

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2022 August Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' Regular or Recess meetings.

The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

	Grant Applications Submitted and/or Awarded August 1, 2022 Through August 31, 2022 Requiring BOC Ratification								
Dept.	Dept. Grantor Grant Title Grant Description Funds Requested County Match Statu								
	ARTS AND LIBRARIES								
	INFRASTRUCTURE AND ECONOMIC DEVELOPMENT								
	OPEN AND RESPONSIBLE GOVERNMENT								
	REGIONAL LEADERSHIP								
			TOTAL	\$ 2,701,373.77	\$ 27,600.00				



Exhibit 2: All Grants Activity

Cumulative Through August 31, 2022

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.

Total grants broken out by grants still pending, grants awarded, and grants denied.

Grants awarded broken out by new vs. renewal and competitive vs formula.

EXHIBIT 2: ALL GRANTS ACTIVITY CUMULATIVE & CURRENT PERIOD (AS OF August 31, 2022)

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.

Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

ALL GRANTS ACTIVITY									
^All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 8/1/2022-8/31/2022	Current Period Funds: 8/1/2022-8/31/2022	Cumulative Total Grants	Cumulative Total Funds			
Grants Pending^	34	\$ 33,871,977.02	3	\$ 387,300.00	37	\$ 34,259,277.02			
Grants Awarded	32	\$ 17,082,449.49	5	\$ 2,314,073.77	37	\$ 19,396,523.26			
Grants Denied**	7	\$ 48,394,195.00	-	\$ -	7	\$ 48,394,195.00			
Cash Match Requested-2022	1	\$ 524,965.42	-	\$ 27,600.00	-	\$ 552,565.42			
Total:	73	\$ 99,873,586.93	8	\$ 2,701,373.77	81	\$ 102,602,560.70			

ALL GRANTS AWARDED, NEW VS. RENEWAL									
All Grants Awarded	Prior Period Grants	Prior Period Funds				Cumulative Total Grants	Cumulative Total Funds		
New Grant Awards	1	\$	10,000.00	0	\$	-	1	\$	10,000.00
Renewal/Repeat Grant Awards	31	\$17,	072,449.49	5	\$	2,314,073.77	36	\$	19,386,523.26
Total:	32	\$ 17,0	082,449.49	5	\$	2,314,073.77	37	\$	19,396,523.26

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA								
All Grants Awarded			Current Period Grants: 8/1/2022-8/31/2022	Current Period Funds: 8/1/2022-8/31/2022	Cumulative Total Grants	Cumulative Total Funds		
Competitive Grant Awards	7	\$ 678,462.00	1	\$ 310,352.00	8	\$ 988,814.00		
Formula Grant Awards^^	25	\$ 16,403,987.49	4	\$ 2,003,721.77	29	\$ 18,407,709.26		
Total:	32	\$ 17,082,449.49	5	\$ 2,314,073.77	37	\$ 19,396,523.26		

[^]Includes 17 grants that were pending at the end of 2021 and carried forward for tracking in 2022.

^{^^}Formula grant awards include noncompetitive grants and allocations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	No. : 22-0656	Meeting Date: 9/21/20	22
Department Real Estate a	nd Asset Managen	ment	
	J	ropriate Action or Motion, purpose,	
Request appr Bid#21ITBC1: (A) Office Dep GA) in the am Pro (Jackson) amount of \$5, and (G) SIAK supplies and of the first of two	oval to renew exist 30948C-GS, Janito oot (Boca Raton, Flount of \$10,000.00 ville, FL) in the amo 000.00; (F) EVF Plenterprises, LLC (equipment on an "a	ting contracts - Department of prial Supplies and Equipment FL) in the amount of \$10,000.0; (C) HD Supply Facilities Maount of \$10,000.00; (D) Pyrandrocurement, LLC (Highland P(Lawrenceville, GA) in the amas needed" basis for Fulton C	of Real Estate and Asset Management, in the total amount of \$45,000.00 with .00; (B) W. W. Grainger, Inc. (Fairburn, aintenance, formally The Home Depot mid School Products (Tampa, FL) in the Park, NJ) in the amount of \$5,000.00; nount of \$5,000.00, to provide janitorial county facilities. This action exercises Effective dates: January 1, 2023
In accordance all renewal re-	e with Purchasing (quests to the Board		etute or code requirement) Purchasing Department shall present department shall present department shall present
_	riority Area relate esponsible Goveri	ed to this item (If yes, note standard)	rategic priority area below)
	n Districts Affec	ted	
Is this a pur Yes	chasing item?		

Summary & Background Request approval to renew existing contracts to provide janitorial supplies and equipment on an "as-needed" basis for Fulton County facilities for FY2023.

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 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 to renew existing contracts to provide janitorial supplies and equipment on an "as needed" basis to support the DREAM in-house Janitorial roving team and floor crew that is responsible to clean selected Fulton County facilities for FY2023

The requested total spending authority in the total amount of \$45,000 is sufficient to cover the costs to procure janitorial supplies and equipment for FY2023.

Historical Expenditures:

- FY2022: The County expenditures as of 7/27/2022, \$30,000.00
- FY2021: The County spent \$40,292.89
- FY2020: The County spent \$26,747.57
- FY2019: The County spent \$14,957.02
- FY2018: The County spent \$25,245.66

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

(A) Office Depot

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0967	12/1/21	\$7,500.00
1st Renewal			\$10,000.00
Total Revised Amount			\$17,500.00

(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			\$10,000.00
Total Revised Amount			\$17,500.00

(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			\$10,000.00
Total Revised Amount			\$17,500.00

(D) Pyramid School Products

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0967	12/1/21	\$5,000.00
1st Renewal			\$5,000.00
Total Revised Amount			\$10,000.00

(F) EVF Procurement, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0967	12/1/21	\$5,000.00
1st Renewal			\$5,000.00
Total Revised Amount			\$10,000.00

(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			\$5,000.00
Total Revised Amount			\$10,000.00

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

Total Contract Value: \$45,000.00

(A)

Contract Value: \$10,000.00

Prime Vendor: Office Depot, LLC

Prime Status: Non-Minority

Location: Boca Raton, FL
County: Palm Beach County
Prime Value: \$10,000.00 or 100.00%

Subcontractor: None

Total Contract Value: \$10,000.00 or 100.00%

Total M/FBE Value: -0-

(B)

Contract Value: \$10,000.00 Prime Vendor: W.W. Grainger, Inc.

Prime Status: Non-Minority

Location: Fairburn, GA County: Fulton County

Prime Value: \$10,000.00 or 100.00%

Subcontractor: None

Total Contract Value: \$10,000.00 or 100.00%

Total M/FBE Value: -0-

(C.)

Contract Value: \$10,000.00

Prime Vendor: The Home Depot Products

Prime Status:

Location:

County:

Duval County

Prime Value:

\$10,000.00

Subcontractor: None

Total Contract Value: \$10,000.00 or 100.00%

Total M/FBE Value: -0-

(D)

Contract Value: \$5,000.00

Prime Vendor: Pyramid School Product

Prime Status: Non-Minority Location: Tampa, FL

County: Hillsborough County Prime Value: \$5,000.00 or 100.00%

Subcontractor: None

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

Total M/FBE Value: -0-

(F)

Contract Value: \$5,000.00

Prime Vendor: EVF Procurement, LLC

Prime Status: Non-Minority

Location: Highland Park, NJ
County: Middlesex County
Prime Value: \$5,000.00 or 100.00%

Subcontractor: None

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

Total M/FBE Value: \$-0-

(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 M/FBE Value: \$-0-

Grand Contract Value: \$45,000.00 or 100.00%

Grand M/FBE Value: \$-0-

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: Contract Personal Evaluation Form

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

Agenda Item No.: 22-0656	Meeting Date: 9/21/2022			
Total Contract Value				
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$45,000.00 \$0.00 \$45,000.00 \$90,000.00			
Grant Information Sumr	nary			
Amount Requested: Match Required: Start Date:			Cash In-Kind Approval to Award	

Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

Match Account \$:

End Date:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies- \$45,000 "Subject to availability of funding adopted for FY2023 by BOC"

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating:

(A) Office Depot
(B) W.W. Grainger, Inc.
(C) HD Supply Facilities Maintenance
(D) Pyramid School Products
4.0

(F) EVF Procurement, LLC No evaluation

(G) SAIK Enterprises, LLC No evaluation

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

4/1/2022 6/30/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITBC130948C-GS

BID/RFP# TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: 12/1/2021

RENEWAL PERIOD: 1/1/2023 THROUGH 12/31/2023

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$10,000.00

COMPANY'S NAME: Office Depot

ADDRESS: 6600 North Military Trail

CITY: Boca Raton

STATE: FL

ZIP: 33494

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

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: <u>21ITBC130948C-GS</u>

FULTON COUNTY, GEORGIA	OFFICE DEPOT
Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST:	Timothy Labre President ATTEST:
Tonya R. Grier Interim Clerk to the Commission (Affix County Seal)	Secretary/ Assistant Secretary (Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director Department of Real Estate and Asset Management (DREAM)	Notary Public County:
	Commission Expires: (Affix Notary Seal)
ITEM#: RCS RECESS MEETING	ITEM#: RM: REGULAR MEETING



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITBC130948C-GS

BID/RFP# TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: 12/1/2021

RENEWAL PERIOD: 1/1/2023 THROUGH 12/31/2023

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$10,000.00

COMPANY'S NAME: W.W. Grainger, Inc.

ADDRESS: 100 Grainger Parkway

CITY: Lake Forest

STATE: IL

ZIP: 60045

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

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: <u>21ITBC130948C-GS</u>

FULTON COUNTY, GEORGIA	W.W. GRAINGER, INC.
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Michael Gadd Manager
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Interim Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director Department of Real Estate and Asset Management (DREAM)	Notary Public
	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITBC130948C-GS

BID/RFP# TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: 12/1/2021

RENEWAL PERIOD: 1/1/2023 THROUGH 12/31/2023

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$10,000.00

COMPANY'S NAME: HD Supply Facilities Maintenance

ADDRESS: 701 San Marco Boulevard

CITY: Jacksonville

STATE: FL

ZIP: 21773

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

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

FULTON COUNTY, GEORGIA	HD SUPPLY FACILITIES MAINTENANCE
Robert L. Pitts, Chairman	Leah Carver
Fulton County Board of Commissioners	Manager
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Interim Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director Department of Real Estate and Asset	Notary Public
Management (DREAM)	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITBC130948C-GS

BID/RFP# TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: 12/1/2021

RENEWAL PERIOD: 1/1/2023 THROUGH 12/31/2023

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$5,000.00

COMPANY'S NAME: Pyramid School Products

ADDRESS: 6510 N 54th St.

CITY: Tampa

STATE: FL

ZIP: 33610

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

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

FULTON COUNTY, GEORGIA	PYRAMID SCHOOL PRODUCTS
Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST:	Kenny Miller Manager ATTEST:
Tonya R. Grier	Secretary/
Interim Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director Department of Real Estate and Asset Management (DREAM)	Notary Public
management (ERE/III)	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS: RECESS MEETING	ITEM#: RM: REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITBC130948C-GS

BID/RFP# TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: 12/1/2021

RENEWAL PERIOD: 1/1/2023 THROUGH 12/31/2023

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$5,000.00

COMPANY'S NAME: EVF Procurement, LLC

ADDRESS: 408 S 9th Ave

CITY: Highland Park

STATE: NJ

ZIP: 08904-3011

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

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

FULTON COUNTY, GEORGIA	EVF PROCUREMENT, LLC
Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST:	Elsie Foster Manager ATTEST:
Tonya R. Grier Interim Clerk to the Commission (Affix County Seal) AUTHORIZATION OF RENEWAL:	Secretary/ Assistant Secretary (Affix Corporate Seal) ATTEST:
Joseph N. Davis, Director Department of Real Estate and Asset Management (DREAM)	Notary Public County: Commission Expires: (Affix Notary Seal)
ITEM#: RCS: RECESS MEETING	ITEM#: RM: REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITBC130948C-GS

BID/RFP# TITLE: Janitorial Supplies and Equipment

ORIGINAL APPROVAL DATE: 12/1/2021

RENEWAL PERIOD: 1/1/2023 THROUGH 12/31/2023

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$5,000.00

COMPANY'S NAME: SIAK Enterprises, LLC

ADDRESS: 901 Hampton

CITY: Lawrenceville

STATE: GA

ZIP: 30054

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners

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

FULTON COUNTY, GEORGIA	SIAK ENTERPRISES, LLC
Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST:	Richard Franklin Manager ATTEST:
Tonya R. Grier	Secretary/
Interim Clerk to the Commission (Affix County Seal)	Assistant Secretary (Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director Department of Real Estate and Asset Management (DREAM)	Notary Public
Management (DREAM)	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS: RECESS MEETING	ITEM#: RM: RM: REGULAR MEETING



CONTRACTORS PERFORMANCE REPORT GOODS AND COMMODITIES Report Period Start Report Period End Contract Period Start Contract Period End 4/1/2022 6/30/2022 1/1/2022 12/31/2022 Purchaser Order Number Purchase Order Date 071322000000000000984 1/1/2022 Department DREAM Bid Number Service Commodity 21ITBC130260C-GS JANITORIAL SUPPLIES AND EQUIPMENT Contractor OFFICE DEPOT Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration - Personnel Qualification 0 Comments 1 All material ordered meet specifications provided to the vendor. 2 3 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/Change - On Time Completion Per Contract) Comments 1 All deliveries are made in accordance with times specified in the contract. 2 3

2 Business Balations	/Deservatives as to	Landing Barrel	Death Notice I
3. Business Relations	(Responsiveness to	inquires – Promp	t Problem Notifications)
O 1 Comments This vendor has responded to all requirements of this section in a very timely manner. O 2 O 3 O 4			
		· · · · · · · · · · · · · · · · · · ·	
4. Customer Satisfaction	(Met User Quality I Proper Invoicing –		t Specification – Within Budget –
O 0 Comments			
O 1 All material provided	meet the specification	ons and expectation	ns of the end user. This vendor
O 2 has provided excelle	nt customer service.		
O 3			
4			
5. Contractors Key Personnel (Credentials/Experience Appropriate – Effective			
Supervision/Management – Available as Needed) O 0			
O I CONTINUE	l's is customer sen	rice oriented and v	ery knowledgeable on a variety
Vendor 's personnel 's is customer service oriented and very knowledgeable on a variety of Janitorial products.			
O 3			
○ 4			
and a succeeding a			
O			
Overall Performance Rating 4.40 Date 7/21/22 Would you select/recommend this yendor again? 7/21/25 No.			
Weater you servery recommend this remains a Barring 100			
Department Head Name: TOSEPH DAVIS Department Head Signature			
Department freda Signature	Pour		

After you have competed filling out the form: Submit the for to Purchasing Print a copy of the form Save the form

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CONTRACTORS PERFORMANCE REPORT GOODS AND COMMODITIES Report Period Start Report Period End Contract Period Start Contract Period End 4/1/2022 6/30/2022 1/1/2022 12/31/2022 Purchaser Order Number Purchase Order Date 071322000000000000985 1/1/2022 Department DREAM Bid Number Service Commodity 21ITBC130260C-GS JANITORIAL SUPPLIES AND EQUIPMENT Contractor W.W. Grainger Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive. effective and/or efficient; delays require significant adjustments to programs; key 1 = Pooremployees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly Archives contract requirements 100% of the time. Immediately responsive: highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration - Personnel Qualification Comments 1 All material ordered meet specifications provided to the vendor. 2 3 4 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/Change - On Time Completion Per Contract) Comments All deliveries are made in accordance with times specified in the contract. 2 3

3. Business Relations	(Responsiveness to	n Inquires — Prompt Pro	ohlem Natifications
O 0 Comments	(Responsiveness to Inquires – Prompt Problem Notifications)		
O 1 This vendor has re O 3 O 4	This vendor has responded to all requirements of this section in a very timely manner.		
4. Customer Satisfaction	(Met User Quality Proper Invoicing –		ecification – Within Budget –
O 0 Comments			The state of the s
			of the end user. This vendor
O 2 has provided excel	lent customer service.		
4			
5. Contractors Key Personnel		ience Appropriate – Ef	
O O Comments	Supervision/Mana	gement – Available as	Needed)
O 0 Comments O 1 Vendor 's personnel 's is customer service oriented and very knowledgeable on a variety			
O 2 of Janitorial products.			
○ 3 ○ 4			
0 110 (0.11	T. 10	Γ	
Overall Performance Rating	4.40	Date	7/21/22
Would you select/recommend this vendor again? Yes No Rating completed by: CALVIN GAMBLE		No	
Department Head Name:			
Department Head Name: TOSEPH DAVIS Department Head Signature FULL TOSEPH DAVIS			
Separtificate signature 1			
After you have competed filling out the form:			
Submit the for to Purchasing			
Print a copy of the form			
Save the form			
Submit			
	PI	int	Save

.



CONTRACTORS PERFORMANCE REPORT GOODS AND COMMODITIES Report Period End Report Period Start Contract Period Start Contract Period End 4/1/2022 6/30/2022 1/1/2022 12/31/2022 Purchaser Order Number Purchase Order Date 071322000000000000986 1/1/2022 Department DREAM Bid Number Service Commodity 21ITBC130260C-GS JANITORIAL SUPPLIES AND EQUIPMENT Contractor HD Supply Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive. effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration - Personnel Qualification Comments 1 All material ordered meet specifications provided to the vendor. 2 3 4 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/Change - On Time Completion Per Contract) All deliveries are made in accordance with times specified in the contract. 2 3 4

3. Business Relations	ness Relations (Responsiveness to Inquires – Prompt Problem Notifications)		Problem Notifications)	
O 0 Comments O 1 O 2 O 3 O 4				
	7.5 Milliotte section .			
4. Customer Satisfaction	4. Customer Satisfaction (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)			
O 0 Comments O 1 All material provided meet the specifications and expectations of the end user. This vendor has provided excellent customer service. O 3 • 4				
5. Contractors Key Personnel (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)				
O 0 Comments O 1 Vendor 's personnel 's is customer service oriented and very knowledgeable on a variety O 2 O 3 O 4				
D				
Overall Performance Rating 4.40 Would you select/recommend this vendor again?		Date Yes	7/21/22	
Rating completed by:	CAlvin GAM	res	No	
Department Head Name:	JOSEPH DA			
Department Head Signature				
Department riead signature				
After you have competed filling out the form: Submit the for to Purchasing Print a copy of the form Save the form				
Submit	Pr	int -	Save	



CONTRACTORS PERFORMANCE REPORT GOODS AND COMMODITIES Report Period Start Report Period End Contract Period Start Contract Period End 4/1/2022 6/30/2022 1/1/2022 12/31/2022 Purchaser Order Number Purchase Order Date 071322000000000000987 1/1/2022 Department DREAM Bid Number Service Commodity 21ITBC130260C-GS JANITORIAL SUPPLIES AND EQUIPMENT Contractor Pyramid School Products Performance Rating Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration - Personnel Qualification Comments 1 All material ordered meet specifications provided to the vendor. 2 3 4 (Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to 2. Timeliness of Performance Directions/Change - On Time Completion Per Contract) 1 All deliveries are made in accordance with times specified in the contract. 2 3

3. Business Relations	(Responsiveness to Inquires – Prompt Problem Notifications)	
O 0 Comments This vendor has resp O 2 O 3 O 4	onded to all requirements of this section in a very timely manner.	
4. Customer Satisfaction	(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)	
O 0 Comments O 1 All material provided has provided exceller O 3 O 4	meet the specifications and expectations of the end user. This vendor nt customer service.	
5. Contractors Key Personnel	(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)	
O 0 Comments Vendor 's personnel 's is customer service oriented and very knowledgeable on a variety O 2 of Janitorial products. O 3 O 4		
Would you select/recommend	1.40 Date 7/21/22 this vendor again? Yes No CALVIN GAMBLE JOSEPH DAVIS	
After you have competed Submit the for to Purchasi Print a copy of the form Save the form		

Print

Save

Submit



INTEROFFICE MEMORANDUM

TO:

Felicia Strong-Whitaker, Director, Purchasing

and Contract Compliance

FROM:

Joseph Davis, Director, DREAM

DATE:

July 28, 2022

SUBJECT:

Contractor's Performance Report – EVF Procurement,

LLC

The Vendor listed below have not received an evaluation due to no janitorial supplies and equipment have not been purchase as of to date. Once services have been rendered, then a complete performance evaluation will be done by the Department representative (Contract Administrator).

PROJECT:

Janitorial Supplies and Equipment

PROJECT NO .:

21ITBC130948C-GS

CONTRACTOR:

EVF Procurement, Inc.

408 S. 9th Ave

Highland Park, NJ 08904-3011

POC:

Ms. Elsie Foster

PHONE:

(201) 499-7847

EMAIL:

elise@evfprocure.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/MR/CG/haj

C: Calvin Gamble, Material Management Manager, DREAM



COUNTY

INTEROFFICE MEMORANDUM

TO:

Felicia Strong-Whitaker, Director, Purchasing

and Contract Compliance

FROM:

Joseph Davis, Director, DREAM

DATE:

July 28, 2022

SUBJECT:

Contractor's Performance Report - SIAK Enterprise, LLC

The Vendor listed below have not received an evaluation due to no janitorial supplies and equipment have not been purchase as of to date. Once services have been rendered, then a complete performance evaluation will be done by the Department representative (Contract Administrator).

PROJECT:

Janitorial Supplies and Equipment

PROJECT NO .:

21ITBC130948C-GS

CONTRACTOR:

SIAK Enterprise, Inc.

901 Hampton

Lawrenceville, GA 30054

POC:

Mr. Richard Franklin

PHONE:

(757) 363-2132

EMAIL:

tony.kooser@extreme-outfitters.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/MR/CG/haj

C: Calvin Gamble, Material Management Manager, DREAM

Contract Renewal Evaluation Form

Date:	July 19, 2022
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:

Date of search:	July 19, 2022
Price found:	\$8.49
Different features / Conditions:	IDENTICAL
Percent difference between internet price and renewal price:	Internet price 37%%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.

Date contacted: July 19, 2022 Clayton County/Chaka Jurisdiction Name / Contact name: Waczkowski Date of last purchase: May 25, 2022 Price paid: \$21.00 per unit Inflation rate: Click here to enter text. Adjusted price: Click here to enter text. Percent difference between past purchase price and renewal Click here to enter text. ☐ Yes ⊠ No Are they aware of any new vendors? ☐ Yes ⊠ No Are they aware of a reduction in pricing in this industry? How does pricing compare to Fulton County's award contract? Click here to enter text. Explanation / Notes: Price paid is 15%higher than FC. ☐ 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? FY2022 The County allocated expenditures as of 7/19/2022, \$30,000.00 FY2021 The County spent \$13,004.09 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. Click here to enter text. 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:

Cli	lick here to enter text.		
5.	. Is this a seasonal item or service? ☐ Yes	⊠ No	
6.	Has an analysis been conducted to determine if t ⊠ No If yes, attach the analysis.	his service can be performed in-house? 🗆 Yes	
7.	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		
(Calvin Gamble, Material Management Manager	July 20, 2022	
8	Prepared by	Date	
	Joseph N. Davis, Director	Click hore to enter a date.	

Date

Department Head

Explanation / Notes:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0657	Meeting Date: 9/21/2022	
Department		
Real Estate and Asset Managem	nent	
Requested Action (Identify appr	ropriate Action or Motion, purpose, cost, timeframe, etc.)	
21RFP120820K-CRB, Standby F Services in the total amount of \$1 Inc. (Atlanta, GA), in the amount the amount of \$30,000.00; and (0 \$30,000.00, to provide standby eneeded/task order assignment" to Department of Real Estate and A options. No renewal options rem Requirement for Board Actional renewal requests to the Board In accordance with Purchasing all requests to the Board In accordance with Purchasing all requests to the Board In accordance	ting contracts - Department of Real Estate and A Professional Services for Environmental Engine 190,000.00 with (A) Wood Environment & Infrast of \$30,000.00; (B) Atlas Technical Consultants (C) United Consulting Group, Ltd. (Norcross, GA environmental engineering and testing services basis for a variety of professional services project Asset Management. This action exercises the shain. Effective dates: January 1, 2023, through Information (Cite specific Board policy, statute or code requirement of Code Section 102-394(6), the Purchasing Depart of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Commissioners at least 90 days prior to the code of Code	eering & Testing tructure Solutions, s, Inc. (Austin, TX), in A), in the amount of on an "as ects in support of the econd of two renewal December 31, 2023. ent) partment shall present
date, or 60 days if the contract te	erm is six (6) months or less.	
Strategic Priority Area relate Open and Responsible Goverr	ed to this item (If yes, note strategic priority area benment	elow)
Commission Districts Affect All Districts □ District 1 □ District 2 □ District 3 □ District 4 □ District 5 □ District 6 □	ted	
Is this a purchasing item?		

Summary & Background Approval to renew existing contracts for Standby Professional Services for Standby Environmental Engineering and Testing Services for Fulton County for FY2023.

Scope of Work: The project Scope of Work is for one or more stand-by contracts for each group or discipline identified to provide standby environmental engineering and testing services on an "as needed/task order assignment" basis in support of the Department of Real Estate and Asset Management.

The services include but not limited to the following:

- Basic Services
- 2. General Scope Requirements
- 3. Pre-Design and Pre-Construction Activities:
 - (a) Perform various Land Acquisition functions
 - (b) Geotechnical, archeological, and environmental surveys
- 4. Environmental Engineering, Materials Testing & Inspections Services (EETI):
 - (a) Asbestos, lead based paint and contaminated soil surveys
 - (b) Geotechnical sampling, testing, and reporting
 - (c) Water testing & surveys
 - (d) Phase I & II environmental assessments
- Indoor Air Quality Services (IAQ):
 - (a) Qualified visual inspection for identifying indoor microbial and/or chemical contaminant
 - (b) Direct-reading measurements of temperature, relative humidity, and carbon dioxide in air
 - (c) Air sampling using IAQ-specific methodologies
 - (d) Sample analysis performed by a laboratory, accredited, or certified by State of GA EPA
- 6. Code Required Special Construction Materials Inspection Services (SCMI):
 - (a) IBC Required Verification and Inspection of Steel Construction
 - (b) IBC Required Verification and Inspection of Concrete Construction
 - (c) IBC Required Verification and Inspection of Masonry Construction
 - (d) Construction Material Testing, Inspections

Community Impact: Contract allows DREAM to test and ensure proper air quality in County facilities visited by the public as well as facilitate environmental testing associated with land acquisitions, construction projects, etc.

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

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 and adopted for FY2023. Task /Delivery/or Purchase Orders will be guided by the available adopted FY2023 Pay as you Go funding.

Historical Expenditures:

FY2022: The County expenditure as of 7/19/2022, \$20,200.00

FY2021: There were no expenditures FY2020: The County spent \$24,735.00 FY2019: The County spent \$6,050.00 FY2018: The County spent \$24,378.75

Project Implications: The intent of this professional services is for one or more firms to provide some, all or any combination of the various and diverse technical, professional, environmental engineering and testing services for the County on an "as-needed/task order assignment" basis. Whenever services are requested by the County, the Contractor will submit a written proposal for the specific project based on the scope of services requested by the County.

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

Department Issues/Concerns: If these renewal contracts are not approved, the County does not have the internal capacity, or the expertise, to perform these services in-house. Environmental testing and specialty testing/engineering services would not be performed in a timely or cost-effective manner.

Contract Modification

(A) Wood Environmental & Infrastructure Solutions, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0568	8/4/21	\$30,000.00
1st Renewal	21-0814	10/6/21	\$30,000.00
2 nd Renewal			\$30,000.00
Total Revised Amount			\$90,000.00

(B) Atlas Technical Consultants, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0568	8/4/21	\$30,000.00
1st Renewal	21-0814	10/6/21	\$30,000.00
2 nd Renewal			\$30,000.00
Total Revised Amount			\$90,000.00

(C) United Consulting Group, LTD

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0568	8/4/21	\$30,000.00
1st Renewal	21-0814	10/6/21	\$30,000.00
2 nd Renewal			\$30,000.00

Total Revised Amount		\$90,000.00

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

Total Contract Value: \$90,000.00

(A)

Contract Value: \$30,000.00

Prime Vendor: Wood Environmental & Infrastructure, Inc.

Prime Status: Non-Minority

Location: Alpharetta, GA County: Fulton County

Prime Value: \$19,500.00 or 65.00%

Subcontractor: Premier Drilling, LLC

Subcontractor Status: Non-Minority
Location: Loganville, GA
County: Walton County
Contract Value: \$3,000.00 or 10.00%

Subcontractor: AS Engineering & Consulting

Subcontractor Status: Asian Male Business Enterprise-Non-certified

Location: Atlanta, GA
County: Fulton County
Contract Value: \$4,500.00 or 15.00%

Subcontractor: JAT Consulting

Subcontractor Status: White Female Business Enterprise- Certified

Location: Kennesaw, GA County: Cobb County

Contract Value: \$3,000.00 or 10.00%

Total Contract Value: \$30,000.00 or 100.00% Total M/FBE Value: \$7,500.00 or 25.00%

(B)

Contract Value: \$30.000.00

Prime Vendor: Atlas Technical Consultants, Inc.

Prime Status: Non-Minority
Location: Austin, TX
County: Travis County

Prime Value: \$30,000.00 or 100.00%

Total Contract Value: \$30,000.00 or 100.00%

Total M/FBE Value: \$-0-

(C)

Contract Value: \$30,000.00

Prime Vendor: United Consulting Group, Ltd.

Prime Status: Non-Minority

Location: Norcross GA
County: Gwinnett County
Prime Value: \$21,600.00 or 72.00%

Subcontractor: Accura Engineering & Consulting

Subcontractor Status: Asian Female Business Enterprise-Certified

Location: Atlanta, GA
County: Fulton County
Contract Value: \$2,100.00 or 7.00%

Subcontractor: Analytical Environmental Services

Subcontractor Status: White Female Business Enterprise-Certified

Location: Atlanta, GA
County: Fulton County
Contract Value: \$2,100.00 or 7.00%

Subcontractor: Geo Lab
Subcontractor Status: Non-Minority
Location: Winder, GA
County: Barrow County
Contract Value: \$2,100.00 or 7.00%

Subcontractor: Gable Drilling Co.

Subcontractor Status: White Female Business Enterprise-Non-Certified

Location: Cumming, GA
County: Forsyth County
Contract Value: \$2,100.00 or 7.00%

Total Contract Value: \$30,000.00 or 100.00% Total M/FBE Value: \$6,300.00 or 21.00%

Grand Contract Value: \$90,000.00 or 100.00% Grand M/FBE Value: \$13,800.00 or 15.33%

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)

Agenda Item No.: 22-0657	Meeting	Date: 9/21	1/2022
Joseph N. Davis, Director, D	epartment of Real	Estate and	d Asset Management, (404) 612-3772
Contract Attached			
Yes			
Previous Contracts			
Yes			
Total Contract Value			
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$90,000.00 \$90,000.00 \$90,000.00 \$270,000.00		
Grant Information Summ	ary		
Amount Requested: Match Required: Start Date: End Date: Match Account \$:			Cash In-Kind Approval to Award Apply & Accept
Fiscal Impact / Funding S	Source		
Funding Line 1:			
is a Standby Contract that is Pay as You Go capital progra	dependent on the am, FCURA bond,	availability and end-u	agement, To-Be Determine -\$90,000.00 This of resources provided as part of DREAM aser/departmental operating/capital funding a guided by the available adopted FY2023

Pay as you Go funding.

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: No renewal options remain

Overall Contractor Performance Rating:

Wood Environmental & Infrastructure 4.00 Atlas Technical Consultants, Inc. 3.80

United Consulting Group Not received an evaluation due to unavailability of assigned projects

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

1/1/2022 6/30/2022



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21RFP120820K-CRB (A)

BID/RFP# TITLE: Standby Professional Services for Environmental Engineering &

Testing Services

ORIGINAL APPROVAL DATE: 8/4/2021

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$30,000.00

COMPANY'S NAME: Wood Environment & Infrastructure Solutions, Inc.

ADDRESS: 1075 Big Shanty Rd., NW, Suite 100

CITY: Kennesaw

STATE: Georgia

ZIP: 30144

This Renewal Agreement No. ___ was approved by the Fulton County Board of

Commissioners on BOC DATE: BOC NUMBER:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: <u>21RFP120820K-CRB (A)</u>

FULTON COUNTY, GEORGIA	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Brandt Modlin Branch 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 and Asset Management	Notary Public
Management	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21RFP120820K-CRB (B)

BID/RFP# TITLE: Standby Professional Services for Environmental Engineering &

Testing Services

ORIGINAL APPROVAL DATE: 8/4/2021

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$30,000.00

COMPANY'S NAME: Atlas Technical Consultants, LLC

ADDRESS: 2450 Commerce Ave., Ste. 100

CITY: Duluth

STATE: Georgia

ZIP: 30096-8910

This Renewal Agreement No. ___ was approved by the Fulton County Board of

Commissioners on BOC DATE: BOC NUMBER:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: <u>21RFP120820K-CRB (B)</u>

FULTON COUNTY, GEORGIA	ATLAS TECHNICAL CONSULTANTS, LLC
D 41 BW 01 1	
Robert L. Pitts, Chairman	Todd Long
Fulton County Board of Commissioners	GA Division Lead
ATTEST:	ATTEST:
Tonyo B. Grior	Socratory
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director	Notary Public
Department of Real Estate and Asset	
Management	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21RFP120820K-CRB (C)

BID/RFP# TITLE: Standby Professional Services for Environmental Engineering &

Testing Services

ORIGINAL APPROVAL DATE: 8/4/2021

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$30,000.00

COMPANY'S NAME: United Consulting Group, Ltd.

ADDRESS: 625 Holcomb Bridge Road

CITY: Norcross

STATE: Georgia

ZIP: 30071

This Renewal Agreement No. ___ was approved by the Fulton County Board of

Commissioners on BOC DATE: BOC NUMBER:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: <u>21RFP120820K-CRB (C)</u>

FULTON COUNTY, GEORGIA	UNITED CONSULTING GROUP, LTD.
Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST:	Scott D. Smelter Senior Executive Vice President/ Principal 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:	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES Report Period Start Report Period End Contract Period Start Contract Period End 01/01/2022 06/30/2022 01/01/2022 12/31/2022 Purchaser Order Number Purchase Order Date 520-041222*549 Line No.4 06/14/2022 Department Department of Real Estate Assets Management DREAM Building Construction Division Bid Number Service Commodity 041222*0549 **Environmental Engineering & Testing** Contractor Wood Environmental & Infrastructure Inc. Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Pooremployees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive: highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration – Personnel Qualification Comments: Excellent personnel qualifications, specifications, technical and report administration 2 3 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/ Change - On Time Completion Per Contract) Comments: All assigned milestones are completed on time and within the contract requirements. Very 2 responsive to directios/change requests 3

3. Bu	ısine:	ss Relations	(Responsivenes	ss to Inquires – Prompt F	Problem Notifications)	
0	0	Comments:				
000	1 2 3	Excelent reponse and	Excelent reponse and problem solve to all enquiries.			
Ō	4					
4. Cu	ıston		Jser Quality Expect r Invoicing – No Sul	ations – Met Specifications)	on – Within Budget –	
	0	Comments:				
	1	Exceed quality expec	tations, meeting sp	ecifications keeping the b	oudget and providing	
\bigcirc	2	accurate invoices				
0	3					
O	4					
5. Co	5. Contractors Key Personnel (Credentials/Experience Appropriate – Effective					
		1	Supervision/Manag	ement – Available as Ne	eeded)	
0	0	Comments:				
0	1		and experienced pr	ofessionals ; provides ef	fective work management	
0	2	and supervision				
0	3					
O	4					
Over	all Pe	erformance Rating 4	.00	Date	08/03/2022	
Wou	ld yo	u select/recommend t	his vendor again?	Yes	No	
			M. Guzman, CPM			
Depa	artme	ent Head Name: J	oseph N. Davis	\cap		
Depa	Department Head Signature Foreign Name					
				7		



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

	PRO	OFESSIO	NAL SERVICES	
Report Period Start	Report Peri	od End	Contract Period Start	Contract Period End
4/1/2022	6/30/	/2022	1/1/2022	12/31/2022
Purchaser Order Nu			Purchase Order Date	
	# 062322*0897		6/23	/2022
Department				
Dial November			REAM	
Bid Number 22RFP120820		Service Com		0 T1'
Contractor	JK-CBK		Enviromental Engineering	g & resting
Contractor	At	las Technica	al Consultants, LLC	
	, , ,		ance Rating	
0 = Unsatisfactory		act requirem or efficient; u	ents less than 50% of the ti nacceptable delay; incompe	
1 = Poor	effective and/c	or efficient; d	ents 70% of the time. Margelays require significant adjuable; customer somewhat sa	ustments to programs; key
2 = Satisfactory and/or efficient adjustments; e		t; delays are employees a ustomers inc	ents 80% of the time. Gene excusable and/or results in re capable and satisfactorily licate satisfaction.	minor programs providing service without
3 = Good	and/or efficient	t; delays hav	ents 90% of the time. Usua re not impact on programs/n seldom require guidance; cu	nission; key employees
4 = Excellent Archives contra		and/or effect	ents 100% of the time. Imm tive; no delays; key employ customers expectations are	ees are experts and
1. Quality of Goods/	Services		ion Compliance – Technica dministration – Personnel Q	
Comments: Atlas Technical Consultants, LLC performed the subsurface exploration and geotechnical engineering evaluation of the East Point Library site in an expeditious and professional manner. The report delivered was complete and contained sufficient detail to allow design consultants to engineer the future building project.				
2. Timeliness of Per	formance	agreement	estones Met Per Contract – i, if applicable) – Responsiv On Time Completion Per Co	eness to Directions/
O 2 submittal.	The project requ	uired rapid re	e met regarding site evaluati esponse on the part of Atlas ompletion of the required inv	Technical Consultants
O .				

3. Business Relations	(Responsivenes	ss to Inquires – Prompt Pr	oblem Notifications)		
	Comments: Atlas Technical Consultants were very responsive to questions asked by Fulton County and the Program Management Team representing the Library Capital Improvement				
1/0/10	t Usar Quality Expost	ations – Met Specification	a Mithia Dudgat		
4. Customer Satisfaction Prop	per Invoicing – No Sub	ostitutions)	ı – Within Budget –		
	O Comments: The report subsurface investigation report developed by Atlas Technical Consultants met Fulton County's quality expectations and was professionally completed. O 2 O 3				
5. Contractors Key Personnel (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)					
O 1 O 2 O 3 O 4 Comments: The experience level of Atlas Technical Consultants, LLC was appropriate for the project. The report provided is detailed appropriately and complete. The personnel were competent engineers.					
Overall Performance Rating	3.80	Date	July 20, 2022		
Would you select/recommend	d this vendor again?	Yes	No		
	Collins				
Department Head Name:	Joseph N. Davis				
Department Head Signature	Department Head Signature Joseph Nalvo				





TO: Felicia Strong-Whitaker, Director, Purchasing

and Contract Compliance

FROM:

Joseph Davis, Director, DREAM

DATE:

August 03, 2022

SUBJECT:

Contractor's Performance Report – United Consulting

Group

The Contractor listed below has not received an evaluation due to unavailability of assigned projects at this time. Once a project is assigned and completed, then, a complete performance evaluation will be done by the Department Representative (Project Manager).

PROJECT:

Standby Professional Services for Environmental Engineering &

Testing

PROJECT NO .:

21RFP120820K-CRB

CONTRACTOR:

United Consulting Group, LTD

625 Holcomb Bridge Rd. Norcross, GA 30071

POC:

Mr. Scott Smelter

PHONE:

(770) 209-0029

EMAIL:

ssmelter@unitedconsulting.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/TD/SB/BM/haj

C:

Bill Mason, Facilities Project Manager, DREAM Sam Bakare, Construction Administrator, DREAM

Contract Renewal Evaluation Form

Date:	July 19, 2022
Department:	Real Estate and Asset Management
Contract Number:	21RFP120820K-CRB
Contract Title:	Standby Professional Services for Environmental Engineering & Testing 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.

This service cannot afford to be reduced because we do not have any alternative resources to provide standby professional environmental engineering and testing services. This service provides basic services that will consist of the following but not limited to: pre-design and construction, geotechnical, archeological, environmental surveys, environmental engineering, materials testing & inspections services (EETI), asbestos, lead based paint and contaminated soil surveys, geotechnical sampling testing and reporting, water testing & surveys, phase I & II environmental assessments, indoor air quality services (IAQ), and code required special construction materials inspection services (SCMI). This standby- environmental engineering and testing services program is on an "as needed-task task order assignment" 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:	Click here to enter a date.
Price found:	Pricing comparable to current market.
Different features / Conditions:	Variable
Percent difference between internet price and renewal price:	Variable

Explanation / Notes:

Prices received under this contract are compared to historical pricing, Gordian price book task pricing, and prevailing market rates in the Metro Atlanta 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 102-374, Competitive Sealed Proposals.

☐ Market Survey of other jurisdictions:		
Date contacted:	June 1, 20	016
Jurisdiction Name / Contact name:	N/A	
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	
Are they aware of any new vendors?	□ Yes	⊠ No
Are they aware of a reduction in pricing in this industry?	□ Yes	⊠ No
How does pricing compare to Fulton County's award contract	? Pricing c	omparable
What was the actual expenditure (from the AMS system) spentyear? FY2022: The County has allocated expenditures of \$20, FY2021: There were no expenditures FY2020: The County has spent \$24,735.00 FY2019: The County has spent \$6,050.00 FY2018: The County has spent \$24,378.75		5
Does the renewal option include an adjustment for inflation? (Information can be obtained from CPI index)	□ Yes	⊠ No
Was it part of the initial contract?	☐ Yes	
ate of last purchase:		⊠ No
ice paid:	NI/A	⊠ No
ice раки.	N/A	⊠ No
	N/A N/A	⊠ No
flation rate: djusted price:		⊠ No

3.

4.

Explanation / Notes:						
Purchases are different pending requirement						
5. Is this a seasonal item or service? ☐ Yes	s ⊠ No					
6. Has an analysis been conducted to determin ☐ No	e if this service can be performed in-house? ⊠ Yes					
The work performed under this contract req	uires specialty training and skills.					
7. What would be the impact on your department if this contract was not approved? If these contracts are not approved, the Department does not have the professional licenses and designations required by code to perform these services in-house to the County. Environmental testing and specialty testing/engineering services would not be performed in a timely or cost-effective manner.						
Sam 7. Bakare, R.4, CPM®						
Sam Bakare, Construction Manager Douglas Cummings, Construction Project Mgr.	August 4, 2022					
Prepared by	Date					
Joseph N. Davis, Director	August 5, 2022					
Department Head	Date					



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iter	n No. : 22-0658	Meeting Date: 9/21/2022	
Departmen			
Real Estate	and Asset Managem	ent	
Requested	Action (Identify appro	opriate Action or Motion, purpose, cost, timefr	ame, etc.)
20ITB12597 of \$25,000.0 services for	3C-CG, Electronic Eo O with NOVUS Solut Fulton County. This i	kisting contract - Department of Real Equipment Recycling Services with anticions, LLC (Marietta, GA) to provide elest a revenue generating contract. This options remain. Effective dates: Janus	cipated revenue in the amount ectronic equipment recycling action exercises the second of
In accordance	ce with Purchasing (requests to the Boar	On (Cite specific Board policy, statute or code Code Section 102-394(6), the Purchard of Commissioners at least 90 days rm is six (6) months or less.	sing Department shall present
_	Priority Area relate Responsible Govern	ed to this item (If yes, note strategic prior	rity area below)
Commissio	on Districts Affect	ed	
All Districts		ou .	
District 1			
District 2			
District 3			
District 4			
District 5			
District 6			
ls this a p u Yes	rchasing item?		
•	_	quest approval to renew existing contra	•

Equipment Recycling Services for Fulton County facilities for FY2023. This is a revenue generating contract.

Scope of Work: This contract allows the County to adhere to federal and state law regarding recycling services of salvaged electronic equipment for the Department of Real Estate and Asset

Agenda Item No.: 22-0658 Meeting Date: 9/21/2022

Management on an "as needed basis".

The scope of work includes:

- 1. All transportation services, storage containers, materials, equipment, technical and management support, personnel required to perform the services requested by the County.
- 2. Pick-up and delivery by the Contractor to an approved and licensed recycling facility. At the facility, the computers shall be disassembled, reclaimed, and prepared for marketing as a raw material in a manner that constitutes recycling as defined by and in strict adherence and compliance with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA, and Fulton County environmental regulations, and any and all applicable federal, state and local governmental entities. All recycling services shall meet and comply with all standards of EPA's Resource Conservation and Recovery Act (RCRA).
- 3. Certification by either Responsible Recycling Practices (R2) or e-stewards. Additionally, vendor must be ISO 14001 and OHSAS 18001 certified. Copy of certification is required with submittal of quote.
- 4. Providing the County, within thirty (30) days after pickup of computers and equipment, a "Certification of Destruction & Recycling" document, confirming that all data storage devices have been erased or destroyed to adhere to either NIST 800-88 or highest NAID standards. No computer equipment or recycled material is to be disposed of in a landfill.
- 5. All equipment used by the Contractor to collect, store, containerize, transport, and otherwise handle computer related hazardous waste shall meet all federal, state, and local requirements. Appropriate vehicles must be used to collect and transport the computers and the vehicles must display appropriate placards and decals. The Contractor shall provide enough DOT approved collection containers for the safe collection, storage, and shipment of the computers. The containers shall display all appropriate warning labels, and/or decals.
- 6. The collection containers shall be the forty (40) cubic yard, open-top, roll-off, or trailer type container. When a service call is placed to empty/replace/remove container, vendor must respond within twenty-for (24) hours from time of call.
- 7. The vendor will be responsible for sorting all electronic equipment that is placed in the container.
- 8. The vendor shall be able to provide a minimum of (2) two containers to be placed in various locations in Fulton County. The County may request additional containers during mass computer replacement cycles.
- 9. The following items are some examples of electronic equipment scrap that will be discarded:
 - Computers
 - Laptops

Agenda Item No.: 22-0658 Meeting Date: 9/21/2022

- Computer Monitors
- Keyboards & Mice
- Scanners
- Printers
- Hard & Tape Drives
- Typewriters
- Fax Machines & Calculators
- 10. Fulton County's IT Department will remove all hard drives from all salvaged computers delivered to the surplus warehouse. If by chance any computer hard drives were not removed from salvaged computers, the vendor will be responsible for destroying any information left on the hard drives and certifying that all hard drives left intact with the computers are completed destroyed.

Community Impact: None of which the Department is aware.

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

We anticipated the electronic recycling efforts will generate approximately \$25,000.00 in revenue for FY2023.

DREAM will coordinate and manage the collection of salvaged electronic equipment from all County Departments. Georgia law stipulates that adherence and compliance with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA, and Fulton County environmental regulations. This contract will allow the County to be compliant these regulations.

Historical Revenue History:

- FY2022: The County has collected \$13,757.50 in revenue as of 8/25/2022
- FY2021: The County has collected \$45,914.20 in revenue
- FY2020: The County has collected \$14,000.00 in revenue
- FY2019: The County has collected \$12,000.00 in revenue

Project Implications: This contract is critical for the recycling services of electronic equipment from county wide agencies.

Community Issues/Concerns: No of which the Department is aware.

Department Issues/Concerns: If this renewal contract is not approved, the County will not be able to provide electronic equipment recycling services with revenue generation for Fulton County.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
--------------------------	----------	------	---------------

Agenda Item No.: 22-0658 Meeting Date: 9/21/2022

Original Award Amount	20-0892	12/2/20	Revenue Generating
1st Renewal	21-0651	9/1/21	Revenue Generating
2 nd Renewal			Revenue Generating
Total Revised Amount			Revenue Generating

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

Contract Value: Revenue Generated Prime Vendor: NOVUS Solutions, LLC

Prime Status: Non-Minority

Location: Marietta, GA
County: Cobb County

Prime Value: Revenue Generated

Total Contract Value: Revenue Generated

Total M/FBE 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: Contractor's Performance Report

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: Revenue Generating Previous Adjustments: Revenue Generating Revenue Generating Revenue Generating Revenue Generating Revenue Generating

Grant Information Summary

Amount Requested:	Cash
Match Required:	In-Kind

Agenda Item No.: 22-0658	Meeting Date: 9/21/2022		
Start Date:	☐ Approval to Award		
End Date:	☐ Apply & Accept		
Match Account \$:			

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5201-6325: General, Real Estate and Asset Management, Revenue- Funds deposited to this account

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: No renewal option remains

Overall Contractor Performance Rating: 4.00

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

4/1/2022 6/30/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20ITB125973C-CG

BID/RFP# TITLE: Electronic Equipment Recycling Services

ORIGINAL APPROVAL DATE: 12/2/2020

RENEWAL EFFECTIVE DATES: FROM: 1/1/2023 THROUGH: 12/31/2023

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 25,000.00 (expected revenue)

COMPANY'S NAME: NOVUS Solutions, LLC

ADDRESS: 925 Industrial Park Drive

CITY: Marietta

STATE: GA

ZIP: 30062

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: <u>20ITB125973C-CG</u>

FULTON COUNTY, GEORGIA	NOVUS SOLUTIONS, LLC		
Robert L. Pitts, Chairman Fulton County Board of Commissioners	John F. Flynn 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 Department of Real Estate and Asset	Notary Public		
Management (DREAM)	County:		
	Commission Expires:		
	(Affix Notary Seal)		
ITEM#: RCS:	ITEM#: RM:		
RECESS MEETING	REGUI AR MEETING		



DEPARTMENT OF PURCHASFING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT OTHER SERVICES Report Period Start Report Period End Contract Period Start Contract Period End 4/1/2022 6/30/2022 1/1/2022 12/31/2022 Purchaser Order Number Purchase Order Date N/A Renenue Generator N/A Renenue Generator Department DREAM Bid Number Service Commodity 20ITB125973C-CG Electronic Recycling Contractor Novus Solutions Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive: highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration - Personnel Qualification Comments 1 This vendor meets all requirements concerning technical specifications required for 2 recycling Electronic waste. 3 4 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/Change - On Time Completion Per Contract) Comments The vendor makes all scheduled pickups per customers agreement. 2 3 4

3. Business Relations	(Pagnangiran and Laurian Barrat B. 11 N. 15 11				
	(Responsiveness to Inquires – Prompt Problem Notifications)				
0	2 3				
4. Customer Satisfaction	(Met User Quality Expectations – Met Specification – Within Budget Proper Invoicing – So Substitutions)				
	Il the expectations and specifications of the customer and provided on for maintaining of Electronic waste records for this section.				
5. Closeout Action and	(Effective Management - Credential/Experience - Ability to Accomplis				
Contractors Key Personnel	Mission)				
O 0 Comments This vendors personnel has extensive knowledge of the service they provide. O 2 O 3 O 4					
Overall Performance Rating	4,() Date 7/19/2022				
Would you select/recommend					
	Alvin GAMBIE				
Department Head Name:	JUSTA DAVIS				
Department Head Signature	Reposeph Name				
After you have competed Submit the for to Purchas Print a copy of the form Save the form					
Submit	Print Save				

Contract Renewal Evaluation Form

Date:	July 18, 2022
Department:	Real Estate and Asset Management
Contract Number:	20ITB125973C-CG
Contract Title:	Electronic Equipment Recycling 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.

This contract allows the county to adhere to state law regarding recycling services of salvaged electronic equipment for the department of Real Estate and Asset Management on a contract "as needed" basis.

DREAM will coordinate and manage the collection of salvaged electronic equipment from all County Departments. Georgia law stipulates that adherence and compliance with EPA, Federal, state of Georgia, Georgia D.O.T, OSHA, and Fulton County environmental regulations. This contract will allow the County to be compliant these regulations.

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:

Different features / Conditions: Percent difference between internet price and renewal price:	None FC receives 33% more for the same item.
Price found:	\$2.25
Date of search:	July 19, 2022

Explanation / Notes:

The prices for Electronic Equipment Recycling Services 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:	Click her	e to enter a date.
Jurisdiction Name / Contact name:	Click here	e to enter text.
Date of last purchase:	Click her	e to enter a date.
Price paid:	Click here	e to enter text.
Inflation rate:	Click her	e to enter text.
Adjusted price:	Click her	e to enter text.
Percent difference between past purchase price and renewal price:	Click her	e to enter text.
Are they aware of any new vendors?	□ Yes	⊠ No
Are they aware of a reduction in pricing in this industry?	□ Yes	⊠ No
How does pricing compare to Fulton County's award contract	? Click here	e to enter text.
Explanation / Notes: Click here to enter text. Describe in detail the analysis conducted and the out the conducted by the conducted and the out the conducted by the conducted	tcome):	
Click here to enter text. □ Other (Describe in detail the analysis conducted and the out		for previous fisca
Click here to enter text. Other (Describe in detail the analysis conducted and the out Click here to enter text. What was the actual expenditure (from the AMS system) spend	t for this contract t	for previous fisca
Click here to enter text. Other (Describe in detail the analysis conducted and the out Click here to enter text. What was the actual expenditure (from the AMS system) spend year?	t for this contract t	for previous fisca
Click here to enter text. Other (Describe in detail the analysis conducted and the out Click here to enter text. What was the actual expenditure (from the AMS system) spend year? FY2022 The County revenue received as of August 25, 2022	t for this contract t	for previous fisca
Click here to enter text. Other (Describe in detail the analysis conducted and the out Click here to enter text. What was the actual expenditure (from the AMS system) spend year? FY2022 The County revenue received as of August 25, 2022 FY2021 The County revenue received \$45,914.20	t for this contract t	For previous fisca ⊠ No
Click here to enter text. Other (Describe in detail the analysis conducted and the out Click here to enter text. What was the actual expenditure (from the AMS system) spenditure? FY2022 The County revenue received as of August 25, 2022 FY2021 The County revenue received \$45,914.20 FY2020 The County revenue received \$14,000.00 Does the renewal option include an adjustment for inflation?	t for this contract t 2, \$13,757.50	
Click here to enter text. Other (Describe in detail the analysis conducted and the out click here to enter text. What was the actual expenditure (from the AMS system) spend year? FY2022 The County revenue received as of August 25, 2022 FY2021 The County revenue received \$45,914.20 FY2020 The County revenue received \$14,000.00 Does the renewal option include an adjustment for inflation? (Information can be obtained from CPI index) Was it part of the initial contract?	t for this contract to the state of the sta	⊠ No ⊠ No
Click here to enter text. Other (Describe in detail the analysis conducted and the out Click here to enter text. What was the actual expenditure (from the AMS system) spendager? FY2022 The County revenue received as of August 25, 2022 FY2021 The County revenue received \$45,914.20 FY2020 The County revenue received \$14,000.00 Does the renewal option include an adjustment for inflation? (Information can be obtained from CPI index) Was it part of the initial contract?	t for this contract to the state of the stat	⊠ No ⊠ No er a date.
Click here to enter text. Other (Describe in detail the analysis conducted and the out click here to enter text. What was the actual expenditure (from the AMS system) spent year? FY2022 The County revenue received as of August 25, 2022 FY2021 The County revenue received \$45,914.20 FY2020 The County revenue received \$14,000.00 Does the renewal option include an adjustment for inflation? (Information can be obtained from CPI index) Was it part of the initial contract? ate of last purchase: ice paid:	t for this contract to the co	No No No r a date. r text.
Click here to enter text. Other (Describe in detail the analysis conducted and the out Click here to enter text. What was the actual expenditure (from the AMS system) spenditure? FY2022 The County revenue received as of August 25, 2022 FY2021 The County revenue received \$45,914.20 FY2020 The County revenue received \$14,000.00 Does the renewal option include an adjustment for inflation? (Information can be obtained from CPI index)	The triangle of triangle of the triangle of triang	☑ No ☑ No er a date. er text.

3.

4.

5.	Is this a seasonal item or service? ☐ Yes	⊠ No			
6.	Has an analysis been conducted to determine ⊠ No If yes, attach the analysis.	if this service can be performed in-house? ☐ Yes			
7.	What would be the impact on your department	if this contract was not approved?			
	The Department of Real Estate and Asset Management would not receive revenue for discarded electronics and would also have to pay for recycling of the materials and equipment.				
	Palviu Gamble				
С	alvin Gamble, Material Management Manager	August 29, 2022			
	Prepared by	Date			
-	seph Davis				
Jo	seph N. Davis, Director, DREAM	August 29, 2022			

Date

Department Head

Explanation / Notes: Click here to enter text.



No

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 2	2-0659	Meeting Date:	9/21/2022	
Department Library				
Request approval to Research Library. O \$1,600.00 per licens department's annua	allow the pur Crowley Micro se for a total o I 2023 AML lis	rchase of software for ographics, Inc dba Th of \$8,000.00. Upon a st. This is action is e	purpose, cost, timeframe, etc.) or 5 recently refreshed computers at the A he Crowley Company will provide 5 licens approval, the software will be added to the effective immediately upon approval and ompatibility issues arise with the next way	ses at e does
Requirement for I		n (Cite specific Board p	policy, statute or code requirement)	
Strategic Priority Arts and Libraries	Area relate	d to this item (If ye	es, note strategic priority area below)	
Commission Dist All Districts District 1 District 2 District 3 District 4 District 5 District 6	ricts Affecte	ed		
Is this a purchasi	na item?			

Summary & Background The Auburn Library recently had 5 computers replaced which caused issues with the microfiche machines due to the current software being outdated. The new computers require a software license upgrade for each PC. Theses machine are vital for researchers searching for old/dated information that is stored at this branch. A PC refresh at the Auburn Library has caused a software upgrade issue with the microfiche machines located at this branch. The computers running the units were old and outdated. The refresh caused a mandatory software upgrade requirement.

Agenda Item No.: 22-0659 Meeting Date: 9/21/2022

Scope of Work: The Library will purchase 5 software licenses for each of its microfiche machines.

Community Impact: There is no community impact.

Department Recommendation: The County recommends approval of this contract

Project Implications: There are no project implications if this is not approved.

Community Issues/Concerns: The microfiche machines are a heavily utilized piece of equipment. Researchers and citizens will feel an impact if this item is not approved.

Department Issues/Concerns: The department is concerned with the patron response if this item is not approved.

Contract Modification (<u>Delete</u> this chart <u>only</u> if the Requested Action is for a NEW award. Simply insert the text " **New Procurement**." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)

This is not a procurement item.

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

Click or tap here to enter text.

Exhibits Attached

Exhibit A: Crowley Company Quote

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

Jamar Parker, Financial Systems Manager 404-771-7578

Contract Attached

No

Previous Contracts

Agenda Item No.: 22-0659	Meeting Date: 9/21/2022
No	
Total Contract Value	
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$8,000 \$8,000
Grant Information Summa	ary
Amount Requested: Match Required: Start Date: End Date: Match Account \$:	□ Cash□ In-Kind□ Approval to Award□ Apply & Accept
Fiscal Impact / Funding S	Source
Funding Line 1:	
100-650-6565-1113, General	, Library, Library-Public Service Operations, Software License,
Funding Line 2:	
Key Contract Terms	
Start Date: Upon Approval	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms: No Renewal Option
Overall Contractor Perfor Would you select/recomme Yes	

Report Period Start: Report Period End: 12/31/2022

The Crowley Company

Phone: 240-215-0224 Fax: 240-215-0234 5111 Pegasus Ct, Suite M Frederick, MD 21704



Quote

No.: **6300**

Date: 6/7/2022

Prepared for:

Prepared by: Francis Wangenye

Account No.: 21381

FULTON COUNTY GENERAL SERVICES

101 AUBURN AVE NE RESEARCH LIBRARY ATLANTA, GA 30303

Quantity Item ID	Description	UOM	Discount	Sell	Total
5 CM-USCANSOFTUPN C	SOFTWARE UPGRADE TO CURRENT/FINAL VERSION (FOR NON-CONTRACT CUSTOMERS) - INCLUDES ONE YEAR OF SOFTWARE SUPPORT	EA	\$0.00	\$1,600.00	\$8,000.00

USCAN+ S/N: 0843399, 0843401, 0843403, 0843404, 0843405

		-	Your Price:	\$8,000.00
			Total:	\$8,000.00
Prices are firm until 7/7/2022 Terms: Net 30				
Prepared by:	Francis Wangeny	e, contracts@thecrowleycompany.com	Date: 6/7/	2022
Accepted by:			Date:	
Disclaimer				

All prices quoted are valid for 30 days. Please email or fax signed quote to 240-215-0234 for your order to be placed. Thank you for your business.



Is this a purchasing item?

No

Fulton County Board of Commissioners

Agenda Item Summary

District 2 □ District 3 □ District 4 □ District 5 □					
Requested Action (identify appropriate Action or Motion, purpose, cost, timeframe, etc.) Request approval to amend the contract for North Fulton Community Charities, approved by the BOC on October 21, 2021 (Agenda Item #21-0798): 1. Change the contract service dates from November 1, 2021 - October 31, 2021, to November 1, 2021 - January 31, 2023. 2. Increase contract amount approved on June 15, 2022 (Agenda Item #22-0421) by adding additional ESG20 funds to the contract agreement in the amount of \$25,000.00 for a new contract amount of \$102,418.64. The NF Community Charities contract is 100% grant funded (461-121-ES20-1160). The ESG grant ends on February 8, 2023. Requirement for Board Action (Cite specific Board policy, statute or code requirement) Fulton County Code § 102-420 requires that contract modifications within the scope of the contract in the specifications, services, time of performance or terms and conditions and necessary for contract completion be forwarded to the Board of Commissioners for approval. 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	Agenda Iten	n No. : 22-0660	Meeting Date: 9/21	1/2022	
Request approval to amend the contract for North Fulton Community Charities, approved by the BOC on October 21, 2021 (Agenda Item #21-0798): 1. Change the contract service dates from November 1, 2021 - October 31, 2021, to November 1, 2021 - January 31, 2023. 2. Increase contract amount approved on June 15, 2022 (Agenda Item #22-0421) by adding additional ESG20 funds to the contract agreement in the amount of \$25,000.00 for a new contract amount of \$102,418.64. The NF Community Charities contract is 100% grant funded (461-121-ES20-1160). The ESG grant ends on February 8, 2023. Requirement for Board Action (Cite specific Board policy, statute or code requirement) Fulton County Code § 102-420 requires that contract modifications within the scope of the contract in the specifications, services, time of performance or terms and conditions and necessary for contract completion be forwarded to the Board of Commissioners for approval. 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 3 District 4 District 5	•				
1, 2021 - January 31, 2023. 2. Increase contract amount approved on June 15, 2022 (Agenda Item #22-0421) by adding additional ESG20 funds to the contract agreement in the amount of \$25,000.00 for a new contract amount of \$102,418.64. The NF Community Charities contract is 100% grant funded (461-121-ES20-1160). The ESG grant ends on February 8, 2023. Requirement for Board Action (Cite specific Board policy, statute or code requirement) Fulton County Code § 102-420 requires that contract modifications within the scope of the contract in the specifications, services, time of performance or terms and conditions and necessary for contract completion be forwarded to the Board of Commissioners for approval. 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 □	Request app	roval to amend the	contract for North Fulton		roved by the BO0
Requirement for Board Action (Cite specific Board policy, statute or code requirement) Fulton County Code § 102-420 requires that contract modifications within the scope of the contract in the specifications, services, time of performance or terms and conditions and necessary for contract completion be forwarded to the Board of Commissioners for approval. 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	1, 202 2. Increa additio	21 - January 31, 202 ase contract amount onal ESG20 funds to	23. t approved on June 15, 20 o the contract agreement	022 (Agenda Item #22-042	1) by adding
Fulton County Code § 102-420 requires that contract modifications within the scope of the contract in the specifications, services, time of performance or terms and conditions and necessary for contract completion be forwarded to the Board of Commissioners for approval. 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 5		•	ntract is 100% grant fund	ed (461-121-ES20-1160).	The ESG grant
Health and Human Services Commission Districts Affected All Districts □ District 1 □ District 2 □ District 3 □ District 4 □ District 5 □	Fulton Count the specificat	ty Code § 102-420 r tions, services, time	requires that contract mode of performance or terms	difications within the scope and conditions and neces	
All Districts □ District 1 □ District 2 □ District 3 □ District 4 □ District 5 □	_	_	ed to this item (If yes, note	e strategic priority area below)	
			ted		

Agenda Item No.: 22-0660 Meeting Date: 9/21/2022

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 Department of Community Development request approval to amend the contract for North Fulton Community Charities, approved by the BOC on October 21, 2021 (Agenda Item #21-0798). The contract amendments will provide additional funding for the agency to deliver homeless services through January 2023.

Scope of Work: The ESG Program is designed to increase the number and quality of emergency shelters for homeless individuals and families, to operate these facilities and provide essential services, and to help prevent homelessness.

Community Impact: The Emergency Solutions Grant (ESG) funding will help the County provide additional homeless and homeless prevention services for low and moderate-income citizens.

Department Recommendation: The Department recommends approval of the requested contract amendments.

Project Implications: Approval to allocate the additional funds and extend the contract term will allow the County to continue providing homeless and homeless prevention services to Fulton County citizens who reside outside of Atlanta, through our partner agency. The ESG grant ends on February 8, 2023.

Community Issues/Concerns: None

Department Issues/Concerns: None

AMENDMENT NO. 3 TO SUBRECIPIENT AGREEMENT

Subrecipient: North Fulton Community Charities

Address: 11270 Elkins Road

City, State **Roswell, GA 30076**

Telephone: (770) 640-0399

Facsimile or:

E-mail address mgood@nfcchelp.org

Contact: <u>Mary Good</u>

WITNESSETH

WHEREAS, the purpose of this Agreement is to provide, **HOMELESS PREVENTION**, as set forth in 24 CFR Part 576, and to meet a national objective to prevent and end homelessness for at-risk individuals and families [as set forth in 24 CFR §576.102, 576.103, 576.104, 576.105, through §576.107]; and

WHEREAS, the Grantee has received an allocation of Emergency Solutions Grant ("ESG") funding and considers the emergency funding for Subrecipient will further the purpose of this grant; and

WHEREAS, Subrecipient will be responsible for providing homeless prevention services as outlined in 'Attachment A: Statement of Work'; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on October 20, 2021, Agenda Item #21-0798; and

WHEREAS, the term of the Agreement was to run from November 1, 2021 to October 31, 2022, with the Subrecipient completing the Scope of Work within that time period; and

WHEREAS, Amendment No, 1 was approved on April 13, 2022 (Agenda Item 22-0221) to accept additional ESG funding totaling \$28,286.00; and

WHEREAS, Amendment No, 2 was approved on June 15, 2022 (Agenda Item 22-0421) to accept additional CIAS funding totaling \$77,418.64; and

WHEREAS, Amendment No. 3 will increase the allocation of \$77,418.64 with

additional funds from the ESG grant in the amount of \$25,000 for a new contract amount of \$102,418.64 and will extend the term of the contract from November 1, 2021 – October 31, 2022 to November 1, 2021 – January 31, 2023.

NOW, **THEREFORE**, the County and the Subrecipient agree as follows:

This Amendment No. 3 to the Agreement is effective upon approval, to commence on date approved by the BOC through January 31, 2023, between the County and the Subrecipient, who agree that all services specified will be performed by in accordance with the Agreement as amend by this Amendment No. 3 to the Agreement and as follows.

1. **TIME OF PERFORMANCE:** The ESG services of the Subrecipient shall commence on <u>November 1, 2021</u> and shall terminate no later than <u>January 31, 2023</u>, unless earlier terminated as set forth in the Agreement.

The additional ESG funds in the amount of \$25,000 will be added to the contract upon approval by the BOC and must be expended by January 31, 2023.

- 2. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached "Amended Attachment A: Statement of Work" which replaces Attachment A to the Agreement.
- 3. **COST REIMBURSEMENT BUDGET:** The costs under the Agreement will be reimbursed to Subrecipient in accordance with the attached "Amended Attachment B: Cost Reimbursement Budget."
- 4. **LIABILITY OF COUNTY:** This Amendment No. 3 to the Agreement shall not become binding on Fulton County and Fulton County shall not incur any liability upon same until the Amendment has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
- 5. **EFFECT OF AMENDMENT NO. 3 TO THE AGREEMENT:** Except as modified by this Amendment No. 3, the Agreement and attachments remain in full force and effect.
- 6. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment 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.

COUNTY:	SUBRECIPIENT:	
FULTON COUNTY, GEORGIA	NORTH FULTON COMMUNITY CHARITIES	
Robert L. Pitts, Chairman Board of Commissioners	Mary Good, Interim Executive Director	
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:	
	Commission Expires:	
Stanley Wilson Director of Community Development	(Affix Notary Seal)	
	TEM#: RM: REGULAR MEETING	

Fulton County FY20 Emergency Solutions Grant and Coordinated Intake and Assessment System Program Amendment 3 ATTACHMENT A: Statement of Work

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County FY20 ESG funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

Do not include information on other activities not funded with FY20 ESG and FY20 CIAS.

Goal

To provide financial assistance, financial services and/or rental assistance as eligible components of homeless prevention.

To provide supportive services as an eligible component of the Coordinated Intake and Assessment System grant.

Target Population

Individuals/families at risk of homelessness.

Number of Beneficiaries

Approximately 25 households.

Fulton County FY20 Emergency Solutions and Coordinated Intake and Assessment System Grant Program Amendment 3 ATTACHMENT B: Cost Reimbursement Budget

BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the Agreement period (November 1, 2021 – October 31, 2022) with the County that applies to the service to be delivered as submitted in your 2020 ESG application.

Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with FY20 ESG and/or CIAS20 including a reimbursement schedule acknowledging draw-downs of FY20 ESG and/or CIAS 20 funds for this activity. Do not include information on other activities not funded with FY20 ESG or FY20 CIAS. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, etc. All requested reimbursements shall include legible supporting authentic invoices and or receipts.

COST REIMBURSEMENT BUDGET

Item	Item Activity Secondary Activity Categor		
		(see Appendix A)	Cost
	Shelter	Essential Services: Operations: Operations:	\$
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ 1. Housing Relocation & Stabilization Financial Services: \$	\$ 53,286.00
		2. Rental Assistance:	
		Housing Relocation & Stabilization Financial Assistance:	
	Rapid Rehousing	Housing Relocation & Stabilization Financial Services: ———	
		2. Rental Assistance:	
	Outreach	1. Essential Services:	
	Supportive Services (CIAS)	Supportive Services	\$49,132.64
Total Cost Reimbursement Budget			\$ 102,418.64

AMENDMENT 3 ATTACHMENT C: Monthly Performance Report

E00*D ()	 A 11 1: (/ (: : (// 5: : :	
FY20 CIAS Activity:		-
Subrecipient Name:		

ESG *Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (November 1, 2021 – January 31, 2023).

CIAS * Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (June 15, 2002- August 31, 2022).

Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.

BENEFICIARY DEMOGRAPHICS

	Monthly Report	YEAR TO DATE	
Age Group	# Served	# Served	% of Total
Under 18			
18 – 24			
25 and over			
Don't know/Refused			
Missing Information			
Total			
Veteran Status			
No	/		
Yes			
Total			
Ethnicity			
Black or African American			
White			
Asian			
Other Race or Other Multi- Race			
Total			
Hispanic			
Not Hispanic			
Total			
Gender			
Male			
Female			
Transgendered			
Unknown			
Total			

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
Total	

Special Population Served

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic					
Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities:				/	
Severely Mentally III					
Chronic Substance Abuse			7		
Other Disability					
Total Unduplicated					
	Shelter Utilizat	tion			Total
Number of Beds – Conversion	n				
(Enter the number of beds cre	eated as a result	t of conversion of	a building to a		
shelter)					
Number of beds-nights availa	ble (Enter the n	umber of beds av	ailable in a year		
including all beds whether or					
Number of bed-nights provide	ed (Enter the nui	mber of beds that	were filled each		
night – include all beds, whet					
ESG Expend	litures for Hom	eless Prevention)		Total
Expenditures for Rental Assis	stance				
Expenditures for Utility Assist	ance				
Expenditures for Housing Rel		zation Services-F	inancial		
Expenditures for Housing Rel					
			less Prevention		
ESG Exper	nditures for Rap	oid Re-housing			Total
Expenditures for Rental Assis	stance				
Expenditures for Utility Assist	ance				
Expenditures for Housing Rel	location & Stabili	zation Services-F	inancial		
Expenditures for Housing Rel	location & Stabili	zation Services-S	Services		
			pid Re-housing		
ESG Expen	ditures for Em	ergency Shelter			Total
Essential Services					
Operations					
		Subtotal Em	ergency Shelter		
ESG Expenditures for Outreach					Total
Essential Services					
To	otal ESG Grant	Funds			Total
Total ESG Funds Expended					
То	tal CIAS Expen	ditures			Total
	•	Total CI	AS Expenditures		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	No. : 22-0661	Meeting Date: 9/21/2022	
Department Public Works			
•	, , , , ,	ropriate Action or Motion, purpose, cost,	•
Design/Build S in the amount cover the impa sensitive acce final completic are the result	Services for Big Cre of \$259,128.00 wit act of tariffs for mates as areas, and exte on, by 11 days to J	eek Water Reclamation Facility (th Archer Western-Brown and Ca terial and equipment imports, sec ends the contract time, with regar June 8 2024 and July 16th, 2024	s, 17RFP031617K-DJ Progressive WRF) Expansion Project Phase 2B aldwell Joint Venture (Atlanta, GA) to curity camera upgrades to secure ds to substantial completion and respectively. The time extensions d during the 2021 construction year.
In accordance contract and reperformance of	with Purchasing C necessary for contra		nodifications within the scope of the the specifications, services, time of
•	iority Area relate uman Services	ed to this item (If yes, note strateg	ic priority area below)
All Districts District 1 District 2 District 3 District 4 District 5	n Districts Affect	ted	
Is this a pure	chasing item?		

Scope of Work: This request for a change order is to address the impact to cost due to unforeseen tariffs that have been placed on construction materials since the award of the Guaranteed Maximum Price (GMP) in April 2020. The JV team is seeking the ability to utilize the Owner's Contingency to

Agenda Item No.: 22-0661 Meeting Date: 9/21/2022

offset the 13% increase to value added taxes (VAT) on various materials to be used within this project. The total amount requested is \$201,545.00 and will be used to offset the tariffs imposed on ductile iron pipe and other accessories. As part of this change order is the authorization to purchase surveillance equipment to secure sensitive access areas throughout the plant. The improved site coverage plan with upgrades to camera equipment have been reviewed and recommended by the plant operators and results in an additional \$57,582.80. Based on the contract, the Owner's Contingency can be used to compensate any additional costs due to both the tariffs and camera upgrades. The project experienced eleven (11) days of inclement weather during the 2021 project year. Inclement weather is defined as a weather event impacting the critical path of the project as documented in monthly schedule updates and a day: (1) having precipitation equal to or greater than one guarter of one inch (0.25"), or (2) with daily high temperature of thirty degrees Fahrenheit (30°F) or less, or (3) a day with snowfall of one inch (1") or more. The 11 calendar days will be added to the previously approved substantial completion date of March 28th, 2024 and results in the new substantial completion date of June 8th, 2024. The 11 calendar days added to the final completion date of July 5th, 2024 results in a new final completion date of July 16th, 2024. Incurred overhead charges over the duration of the eleven (11) inclement weather days are detailed within the attachments of this item. Costs associated with the inclement weather days (\$210,239.86) will be settled thru Owner's contingency when substantial completion is achieved.

Community Impact: No community issues/concerns have been noted.

Department Recommendation: The Department of Public Works recommends approval of this item.

Project Implications: Failure to approve this item will result in the Joint Venture's inability to pay expenses associated with the increase in import taxes. The approved contract places the responsibilities of value added taxes on the owner and directs those cost to be addressed thru the Owner's Contingency.

Community Issues/Concerns: No community issues/concerns have been noted.

Department Issues/Concerns: No Department Issues/Concerns noted.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0476	7/8/2020	\$274,768,712.00
Change Order #1			\$259,128.00
Total Revised Amount			\$275,027,840.00

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

Contract Value: \$259,128.00

Prime Vendor: Archer Western/Brown and Caldwell, Joint Venture

(JV Partners 90/10)

Prime Status: Non-Minority
Location: Atlanta, GA

Agenda Item No.: 22-0661 Meeting Date: 9/21/2022

County: Fulton County

Prime Value: \$25,912.80 or 10.00%

Subcontractor: Excel Electrical Technologies

Subcontractor Status: Non-Minority
Location: Kennesaw, GA
County: Cobb County

Contract Value: \$57,008.16 or 22.00%

Subcontractor: C & B Piping
Subcontractor Status: Non-Minority
Location: Leeds, AL

County: Jefferson County

Contract Value: \$176,207.04 or 68.00%

Total Contract Value: \$259,128.00 or 100.00%

Total Certified Value: -0-

Exhibits Attached

Exhibit 1: Change Order Agreement

Exhibit 2: Contractor's Performance Report

Exhibit 3: Ductile Iron Pipe & Accessories Breakdown

Exhibit 4: Final Camera Coverage Plan

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

David Clark, Director of Public Works, 404-612-2804

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$274,768,712.00

Previous Adjustments: \$0.00

This Request: \$259,128.00 TOTAL: \$275,027,840.00

Grant Information Summary

Agenda Item No.: 22-0661	Meeting Date : 9/21/2022
Amount Requested:	□ Cash
Match Required:	□ In-Kind
Start Date:	☐ Approval to Award
End Date:	☐ Apply & Accept
Match Account \$:	
Fiscal Impact / Funding Source	≎e
Funding Line 1:	
235-540-5400-S157: W&S Constr	uction -2020, Public Works, Big Creek Plant Expansion
Key Contract Terms	

End Date: 7/16/2024

renewal options

Renewal/Extension Terms: N

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Approval

Report Period Start: Report Period End:

1/1/2022 3/31/2022

Start Date: Upon BOC

Cost Adjustment:

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: Archer Western-Brown and Caldwell Joint Venture

Contract No. 17RFP031617K-DJ Progressive Design/Build Services for Big Creek

Water Reclamation Facility (WRF) Expansion Project Phase 2B

Address: 990 Hammond Drive, Suite 400 Atlanta, Ga 30328

City, State

Telephone: 404-926-0771

Facsimile or: **dpetersen@walshgroup.com**

E-mail address

Contact: **Duane Petersen**

Walsh Group, COO

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Archer Western-Brown and Caldwell Joint Venture to provide/perform progressive design/build services for the Big Creek Reclamation Facility (WRF) expansion-Project Phase 2B, dated August 24th, 2020, on behalf of the Public Works Department; and

WHEREAS, this Change Order is necessary to address the impact of tariffs for material and equipment imports, security camera upgrades to secure sensitive access areas, and to extend the contract time, with regards to substantial completion by 11 days to June 8, 2024 and final completion by 11 days to July 16, 2024 respectively. The time extensions are the result of 11 approved inclement weather days experienced during the 2021 construction year; and

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

WHEREAS, this Change Order No.1 was approved by the Fulton County Board of Commissioners on September 21, 2022, BOC #22-.

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

This Change Order No. 1 to Form of Contract is effective as of the 21st day of September 2022, between the County and Archer Western-Brown and Caldwell Joint Venture, who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

- 1. SCOPE OF WORK TO BE PERFORMED: This request for a change order is to address the impact to cost due to unforeseen tariffs that have been placed on construction materials since the award of the Guaranteed Maximum Price (GMP) in April 2020. The JV team is seeking the ability to utilize the Owner's Contingency to offset the 13% increase to value added taxes (VAT) on various materials to be used within this project. The total amount requested is \$201,545.00 and will be used to offset the tariffs imposed on ductile iron pipe and other accessories. As part of this change order is the authorization to purchase surveillance equipment to secure sensitive access areas throughout the plant. The improved site coverage plan with upgrades to camera equipment have been reviewed and recommended by the plant operators and results in an additional \$57,582.80. Based on the contract, the Owner's Contingency can be used to compensate any additional costs due to both the tariffs and camera upgrades. The project experienced eleven (11) days of inclement weather during the 2021 project year. Inclement weather is defined as a weather event impacting the critical path of the project as documented in monthly schedule updates and a day: (1) having precipitation equal to or greater than one guarter of one inch (0.25"), or (2) with daily high temperature of thirty degrees Fahrenheit (30°F) or less, or (3) a day with snowfall of one inch (1") or more. These 11 calendar days will be added to the previously approved substantial completion date of May 28th, 2024, and results in the new substantial completion date of June 8th, 2024. The 11 calendar days will also be added to the final completion date of July 5th. 2024, resulting in a new final completion date of July 16th, 2024. Incurred overhead charges over the duration of the eleven (11) inclement weather days are detailed within the attachments of this item. Costs associated with the inclement weather days (\$210,239.86) will be settled thru Owner's contingency when substantial completion is achieved.
- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$259,128.00 (Two Hundred Fifty Nine Thousand One Hundred Twenty Eight Dollar and No Cents).
- 3. **LIABILITY OF COUNTY:** This Change Order 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 County Manager, attested to by the Clerk to the Commission and delivered to Contractor.
- 4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order 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.

FEM#: RCS:	ITEM#:RM:
FEM#, BCC.	ITEM#. DAM.
David E. Clark, Director Public Works	Commission Expires: (Affix Notary Seal)
APPROVED AS TO CONTENT:	County:
Office of the County Attorney	Notary Public
APPROVED AS TO FORM:	ATTEST:
(Affix County Seal)	(Affix Corporate Seal)
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
ATTEST:	ATTEST:
Robert L. Pitts, Chairman Fulton County Board of Commissioner	Duane Petersen COO
FULTON COUNTY, GEORGIA	ARCHER WESTERN-BROWN AND CALDWELL JOINT VENTURE
OWNER:	CONTRACTOR:



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES Report Period Start Report Period End Contract Period Start Contract Period End 01/01/2022 03/31/2022 8/24/2020 7/10/2024 Purchaser Order Number Purchase Order Date 540 17RFP031617K-DJ(2B) 8/25/2020 Department **PUBLIC WORKS Bid Number** Service Commodity Big Creek WRF Expansion Phase 2B Contractor Archer Western/ Brown & Caldwell JV Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Pooremployees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive: highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Project Development Reports/Administration - Personnel Qualification Comments: All design efforts and scheduling have been completed to the highest quality and submitted to Fulton County for review and comments. They have sufficient staff to properly 2 supervise, build, inspect, submit and approve submittal, schedule and order equipment in a 3 timely fashion, and keep the project on schedule and under projected cost. (Were Milestones Met Per Contract - Reliabilty 2. Design - Responsiveness to Directions/Change - On Time Completion Per Contract - Liquidated Damages) Comments: Archer Western and Brown & Caldwell are staying within the scheduled milestones. They are reliable and responsive to our requests and direction. They are 2 O presently slightly ahead of schedule on most of the different buildings they are working on. 3

3. Award - Proposal Develop	ment (Timeless/Due [Duties - Reasonable/Coop	erative - Flexible/Motivated
Comments:Arche flexibly, and motive stay on schedule	r Western and Brown a rated to do a good job to perform the labor ar nt buildings. They are	and Caldwell are very ro on this project. They ar nd secure the equipmer	easonable, cooperative, e actively concerned that they
4. Constructions (Mobiliza Budget Pe	tion Timely - Were Miles erformance - Proper Inve	stones Met - Met/Exceedo	ed Specification - Within esponsive to Owner)
O 2 comments:The work quality. As the Correct better companies to meeting and exceed the companies to the co	orking being performed nstruction Managemer they have ever worked eding or expectations	d by the contractor and nt team that assists me d with and are scoring a and have so far met ou	the design team is of good states they are one of the 90% or better. They are milestones. We are with
5. Contractors Key Personnel	(Credential/Experience - Available as Needed)	e Appropriate- Effective S	upervision/Management
this team has on but management necessary. They also seem to	uilding this Wastewate ssary to properly direc be able to work with th	er Facility. They have a ct their workers and the heir suppliers to obtain	ne staff and the experience very good level of subcontractors they manage. equipment and materials that the equipment is just starting.
Overall Performance Rating	4.00	Date	4/4/2022
Would you select/recommend		Yes	□ No /////
Rating completed by: Wa Department Head Name:	Ilter Rekuc	a done	Total Man p. 1
Department Head Signature	David Clark	THE VE	1/8/2022
fter completing the for ubmit to Purchasing rint a copy for your rec ave the form		MAN	Awc
Submit	Pri	int	Savo



November 18, 2021

AW220098-1565

Fulton County, Department of Public Works 1030 Marietta Hwy Roswell, GA 30075

ATTENTION:

Walter Rekuc

REFERENCE:

Big Creek WRF Expansion Phase 2B

SUBJECT:

NOTICE (AWBC PCI 072) - Ductile Iron Pipe & Accessories - Tariffs

Mr. Walter Rekuc,

The Archer Western - Brown & Caldwell, Joint Venture (JV) is hereby providing Fulton County with Notice related to the recent economic conditions impacting the Ductile Iron Pipe & Accessory industry in the form of Tariffs. Due to the ongoing political climate between the United States and China, Tariffs have been levied by both countries during the project's construction phase. As a result, our supplier, C&B Piping, has been exposed to a significant cost increases of imported materials.

Therefore, in accordance with General Contract 0700-96 CONTRACTOR AND OWNER CONTINENCY, C UTILIZATION OF THE OWNER CONTINGENCY, the JV is requesting use of the Owner Contingency Item #1, "Impact of Tariffs on cost or schedule after agreement on the GMP (Lump Sum)". The amount of this request is the sum of a 13% increase due to VAT impacts on applicable ductile iron fittings, bolts/nuts, and mechanical wedge restraints as described within the following documentation provided by C&B. This total additional cost resulting from this notice is \$201,544.66 (Two Hundred One Thousand, Five Hundred Forty-Four Dollars and 66/100) in excess of the current contract value.

Thank you for assistance in this matter; please reach out with any questions you may have. I look forward to your concurrence in the near future.

Sincerely,

Jason Ray

Sr. Project Manager

cc:

File

Pavel Mayfield

Attached:

C&B Backup Information



INVOICE

Invoice No. Date 098080 12/13/2021

Refer to Invoice Number When Remitting

C&B Piping, Inc. PO Box 942 Leeds, AL 35094

SOLD TO: ARCHER WESTERN(BIG CREEK 100%)

2839 PACES FERRY RD SE

SUITE 1200

ATLANTA, GA 30339

SHIP TO:

ARCHER WESTERN(BIG CREEK 100%)

1030 MARIETTA HWY 200 AUSTIN SMITH 404-493-3482

ROSWELL, GA 30075

Attn:

Attn:

Sales Order	Cust No	Customer PO #	Order Date	Mark Shipment	Terms
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					Fulton .03750 Georgia .04000 Tax Subtotal		6,092.79 6,498.98 12,591.77
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					TOTAL: \$		175,066.23

C B Piping, Inc. is not responsible for shortages unless marked on the Bill of Lading

PCI #: 072
DATE OF WORK:
DESCRIPTION OF WORK:

Ductile Iron Pipe & Accessories Tariffs Work Item #:

Sheet 1 Of CONTRACTOR: Archer Western





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Big Creek WRF Expansion Phase 2B

MARK UP ON OTHER DIRECT COST (12% OF OTHER DIRECT COST)
SUBTOTAL COST
BOND AND INSURANCE (2.79%)

GRAND TOTAL

\$ 196,074.19 \$ 5,470.47 \$ 201,544.66



C&B PIPING, INC.

P.O. Box 942 Leeds, AL 35094 (205) 699-0455 www.cbpiping.com



September 7th, 2021

Archer Western Contractors Attn: David Walker 2839 Paces Ferry Road – Suite 1200 Atlanta, GA 30339

Reference:

Big Creek WRF Ph2B

Ductile Iron Cost Import Product Increases - Import China Reverse Tariff

David,

C&B Piping is experiencing dramatic increases in costs of imported products due to a series of very public issues. Supply constraints in imported manufacturing, ocean freight and logistical shortages, and a reverse tariff decision by the country of China are all major contributing factors. These cost increases started in Feb, 2021 and have continued to rise dramatically. The importers are saying that they expect continued issues and further cost increases in the 4th Quarter and into next year.

These increases primarily affect our product line in the groups of DI Fitting Castings, DI threaded Flanges, Mechanical Joint Wedge Restraints and all bolts/nuts/gaskets for buried and exposed joints.

On May 1st, China announced the removal of the 13% VAT rebate on steel exports which is a reverse tariff on the import of iron products mentioned above. We have attached and article of explanation as well as the letters from suppliers.

These products mentioned have increased a total of 65% in cost from the start of the project. This 13% reverse tariff is only a small part of the terrible impact we are experiencing.

We request immediate approval of sales price of 13% to the remaining unshipped DI fittings, Bolt/Nuts, and mechanical Wedge Restraints. The impact on flanged pipe is 6% to the sales price due to the higher cost of the flanges. There is no effect on grooved pipe or buried pipe due to this reverse tariff.

Looking forward to your review and prompt approval. Let me know if you have additional questions.

Sincerely,

Stephen Gables Vice President

C&B Piping, Inc.

China removes VAT rebate on steel exports, cuts tax on raw material imports to zero

Author

Keith Tan 💆 Analyst Jing Zhang 💆 Analyst Yuelin Dai 💆 Analyst Chelsea Ye 💟

Analyst Joy Zhuo

Editor

Jonathan Fox

Commodity

Metals

HIGHLIGHTS

Removes rebate on export of 146 steel products from May 1

Cuts import duty on pig iron, crude steel, recycled steel to zero

Ups export duty on high silicon steel, ferrochrome, foundry pig iron

Singapore — China has announced the removal of VAT rebates on exports of 146 steel products from May 1, a move the market had been widely anticipating since February.

The rebate of 13% of the VAT charged on exports of hot rolled coil, wire rod and rebar will no longer apply from May, according to a statement on the finance ministry's website.

Cold rolled steel sheet, hot-dip galvanized sheet and narrow strip were also on the list of products that have had the rebate removed.

In a separate announcement, the ministry also cut the import duty on pig iron, crude steel and recycled steel -- its term for what overseas markets call ferrous scrap -- to zero from May.

The move to discourage steel exports and loosen imports of steelmaking raw materials comes at a time when China's crude steel output in April reached the second-highest level in history, despite production cuts mandated in the steel hubs of Tangshan and Handan in Hebei province, and as prices of seaborne iron ore reached a record high.

"The measures will reduce the cost of importing, expand the import of iron and steel resources and lend downward pressure to domestic crude steel output, guiding the steel industry towards the reduction of overall energy consumption, promoting the transformation and high-quality development of the steel industry," the ministry said.

China's crude steel output over April 11-20 totaled 3.045 million mt/day, an increase of about 4% from early April and 17% higher year on year, according to estimates by China Iron & Steel Association. Spot prices of seaborne 62% Fe iron ore fines reached \$193.85/dmt CFR China on April 27, according to the benchmark IODEX published by S&P Global Platts.

China exported 53.67 million mt of steel products in 2020, of which HRC and wire rod accounted for some of the largest steel types. The rebate for cold rolled coil and hot-dip galvanized coil was not removed, likely because they were deemed higher value-added products, although market participants said they could be reduced in a subsequent announcement.

At the same time, China raised the export duty on high silicon steel, ferrochrome and foundry pig iron to 25%, 20% and 15% respectively, from 20%, 15% and 10%, effective May 1.

700 Goldman Drive Cream Ridge, NJ 08514 P: (256) 496-3388 gf1@sigmaco.com

May 17, 2021

To: US and Canadian customers:

Re: Repricing Notification

As you are aware, SIGMA advised of price increases by our letter of May 7, 2021, on its range of import AWWA Fittings, MJ Accessories, Pipe Restraint Products and Fabrication Products.

The price increases are driven by a confluence of factors that have significantly increased our cost of purchases and squeezed our supply chain. These factors have been previously shared; however, to reiterate, raw materials have experienced a steep rise in costs. Ocean freight has dramatically increased in cost per container over 2020 rates further complicated by the worldwide shortage of containers. Port congestion and trucker shortages have attenuated a container imbalance that originated with the onset of the COVID-19 pandemic. Most recently, the Chinese government unexpectedly eliminated a VAT refund in place with iron and steel exporters. This decision places an additional tariff on Chinese exported iron goods. Further, surges in case counts of COVID-19 in India have created labor shortages and transportation challenges that have adversely impacted both costs and availability from production facilities in that country.

In combination, the cost of SIGMA's goods has increased dramatically in a few short months. The aforementioned shortage of containers over the past year has restricted SIGMA's ability to manage these increases with lower-costed inventory in the States. Therefore, please consider this letter as notification that outstanding quotations offered prior to May 7th are to be considered null and void. Further, as communicated in our letter of May 7th, existing purchase orders (either open or back ordered) as of June 1st will be replaced at the then-current List Prices and Multipliers. In early June, SIGMA's customer service team will confirm with you the material on open order and ask that you reconfirm the updated pricing.

Finally, as guidance into what the future may hold, China, as well as India, has experienced additional, sharp increases in the price of iron ore in recent weeks. Further, even with renewed contracts at heightened rates, container shortages remain acute having worsened in the early days of May. While this update is unwelcome, we wish to remain as transparent as possible as together we manage these difficult times.

As always, we thank you for your business and support and we are determined to service your needs through this challenging environment.

Sincerely,

Greg Fox | Vice President of Sales SIGMA Corporation 256.496.3388

GF1@sigmaco.com





April 30, 2021

To: Our Valued Customers

Dear Friends,

We trust this message finds you doing well and healthy. We were all hoping by now we would have turned a corner with COVID, and our industry would adjust to the "new norm" (whatever that looks like). With this said, we would like to provide an update concerning our supply chain challenges and continued cost challenges from India and China.

INDIA

COVID is rapidly multiplying in India: 250,000 to 300,000 citizens are being infected every day and crematoriums are overwhelmed. State elections have just taken place in India; it is expected that some level of COVID lockdown / shelter in place will be implemented. This type of lockdown will affect product availability for castings (for example, valve boxes, meter boxes, manhole rings & covers and frames & grates, etc.). The lockdown will also impact fitting production. Moreover, container shortages continue to negatively impact lead-times and costs (strong continued upward pressures on raw material and ocean freight).

CHINA

Yesterday, the Chinese Government without any notice or grace period, eliminated the Tax Credit for most iron and steel products exported from the Country (or in effect instilled "Export Tariffs"). Ductile Iron fittings and restraints fall within the category. This action has immediately impacted costs/pricing; over and above the SIP April 22, 2021, price increase notice. Moreover, container shortages continue to negatively impact lead-times and costs (strong continued upward pressures on raw material and ocean freight).

Therefore, SIP is immediately implanting the following action. Orders received with abnormally high quantities of product(s) will be reviewed and subject to availability/allocation as determined by SIP. The goal is to "triage" all orders and effectively balance the daily needs of all our customers.

Please contact your local SIP Territory Manager before quoting any Municipal Annual Bids All Municipal Annual Bids must be discussed and approved by SIP prior to quotation for said bid.

You are a Valued Customer - We appreciate the opportunities and the confidence you have shown in SIP and we will continue to **EARN** your confidence every day.

Yours, very sincerely and respectfully,

Bharat Agarwal

VP Business Development





To: Our Valued U.S. Customers

RE: Force Majeure

Further to our Revised List Price & Multipliers letter of May 3, 2021, Tyler Union would like to clarify that the unforeseen and extraordinary global supply chain issues we've been experiencing continue to significantly and negatively impact the cost, availability, and delivery times and to substantially impair our ability to sell Import Fittings (including FBE, P401 and Zinc), Accessories, Restraints, Valve Boxes and Fabricator Products priced off LP2019 or earlier List Pricing. The reemergence of Covid-19 in India, significant increases in raw material costs, global shipping container shortages, and the recent unexpected reversal by the Chinese government of its long-standing policy with respect to VAT refunds on exports have caused significant harm to our ability to perform.

If we have committed, signed contracts with you for supply of our products, then please consider this letter a declaration of Force Majeure under those contracts resulting in our adjusted pricing. If we do not have committed, signed contracts with you, then your pricing will be as indicated in the May 3, 2021 letter.

We thank you for your continued support during these challenging times and we remain committed to earning your business.

Sincerely,

National Sales Manager



May 7, 2021

To: Our Valued Customers

RE: Force Majeure Event

The unforeseen and historically unique global supply chain issues continue to significantly impact our costing and our available inventory. The reemergence of Covid-19 Pandemic in India, the global container shortage, significant increases in raw material and the recent Chinese Government VAT reversal have caused significant harm to our ability to perform.

The above-mentioned catastrophes caused our announcement of significant increases in our selling prices on all imported products, and the inability to provide previously committed inventory. This directly impacts Annual Agreements, Municipal Contracts, Tenders, and Projects.

Therefore, pursuant to our Terms and Conditions, this letter is to advise our customers that we are formally declaring a Force Majeure event. We will not be liable for any causes of action for breach or damages that arise from our inability to meet our delivery or pricing obligations. We encourage you to notify your customers of our situation. At this time, we are unable to determine how long this will continue.

We regret the inconveniences this is causing all of us. Thank you for working with us through this event.





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10" X 1' 10-3/8" RGRV X 6"X 4" FILLER FLG PC/PC	12"X 10" VIC TEE CL/PC	12"X 8" VIC ECC RED CL/PC	10"X 6" VIC CON RED CL/PC	10" VIC CROSS CL/PC	10" VIC IEE CL/PC	TO X 8 VIC TEE CL/PC	10" VIC 90 CL/PC	10" VIC 45 CL/PC	10" VIC CAP CL/PC	8" VIC 90 CL/PC	6" VIC 90 CL/PC	6" VIC 22.5 CL/PC	6" VIC 45 CL/PC	10"X 8" VIC	10"X 8" VIC	6" VIC ST341	6" VIC ST31 CPLG (M, 316SS)	8" VIC ST31	10" VIC ST31 CPLG (M, 316SS)	12" VIC 5131	16"X 0-7/8"	12" VIC CRUSS CL/PC	12. X 10" VIC CON RED CL/PC	12" VIC CAP	4" FLG 90 CL/PC	60" X 4' 0" HPP X	48" MJ PLUG C153 CL/TC	42" X 2" U" IF X WC X	36" X 1' 0" TF X WC X	30" X 2' 0" TF X WC X	24" X 2" U" 1F X WC X	12" X 1"9-//8" OA IMI X WC X 13" V 1"0" TE V WC V	12 A 1 0 1 F A WC A	12" X 1' 0" TF X WC X	12" X 1' 0" TF X WC X	8" X 1' 0" TF	10"X 1'0" TF	6"X 1' 0" TF X WC X TF CL53 40	4" X 1' 0" TF X WC X	12"X 1' 0" TF	10"X 0" 6" F X F CL53 401/PC	8 VIC 30 401/PC 8" VIC TEF 401/PC	8" VIC CAP 401/PC	10" VIC 45 401/PC	10" VIC 90 401/PC	10" VIC TEE 401/PC	4" VIC CAP 401/PC	4" FLG 90 401/PC	4" VIC 90 401/PC	6"X 4" VIC CON RED 401/PC	6" VIC 90 401/PC	8YE" ELG CON BED 401/BC	4" VIC ST31 CPIG (S STD)	6" VIC ST31 CPLG (5,STD)	6" ONE LOK MJ REST DI GLAND	16X12" FLG ECC RED 401/PC	12" VIC 90 401/PC	12X8" VIC TEE 401/PC
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0:00 G	0:00 V	V 00:0	0:00 V	0:00	2000	2000	0:00 V	0:00 V	0:00 V	0:00 VC	0:00 VC	0:00 VC	0:00 VC	0:00 V	0:00	0:00	0:00 1/	0:00	0:00	0000	0.00	2000	2000	7 00:0	0:00	H 00:0	0:00 C4	11 00:0	0000	1 00:0	0.00	D 00:0	D:00	0:00 TF	0:00 IF	0.00	000000000000000000000000000000000000000	0.00 00:0	0:00 V1	0:00 V1	0:00 V1	00000	00 DO:C	00000	000000000000000000000000000000000000000		00.00	00 1V	00.0	000 1W	:00 D1(:00 V12	:00 V12					
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522.90 \$ 351.30 \$	1,218.53 \$	462.00 \$	215.40 \$	581 72 \$	674.27 \$	\$ 09.789	1,114.00 \$	61.94 \$	81.93 \$	120.03 \$	4,392.08 \$	1,571.50 \$	84.61 \$	43.11 \$	30 70 ¢	7.906.75	3,035.63 \$	3,445.32 \$	1,126.02 \$	1,388.18 \$	1,652.51 \$	1,815.13 \$	935.23 \$	716.65 \$	722.75 \$	4,402.59 \$	3,129.65 \$	3,038.46 \$	7,330.88 \$	178 60 6	1.571.50 \$	1.571.50 \$	2,006.55 \$	655.20 \$	931.50 \$	609.00 \$	575.40 \$	429.60 \$	351.30 \$	417.30 \$	231.90 \$	189.60 \$	777.00 \$	308 57 6	1.371.43 \$	28.46 \$	65.34 \$	42.28 \$	61.94 \$	81.93 \$	120.03 \$	82.49 \$	81.93 \$	171 20 \$	65.34 \$	42.28 \$
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\$ 1,045.80	\$ 1,218.53	\$ 1,848.00	\$ 430.80	\$ 514.80	\$ 596.70	\$ 687.60	\$ 2,228.00	\$ 2,105.96	\$ 163.86	\$ 1,320.33	\$ 3,886.80	\$ 2,781.42	74.88	7 76.30	\$ 140.50	\$ 6,997.12	\$ 2,686.40	\$ 3,048.96	\$ 996.48	\$ 2,456.96	\$ 2,924.80	\$ 8,031.55	\$ 827.64	\$ 634.20	\$ 639.60	\$ 3,896.10	\$ 2,769.60	5 2,688.90	5 6,487.50	5 3,886.80	\$ 8344.26	\$ 5.562.84	\$ 3,551.42	\$ 655.20	\$ 931.50	600 00	\$ 575.40	\$ 429.60	\$ 351.30	\$ 417.30	\$ 1,855.20	5 568.80	5 1,387.06	6 025 71	\$ 253.71	170.76	\$ 130.68	\$ 930.16	\$ 309.70	\$ 245.79	\$ 1,560.39	5 164.98	245.79	28.46	130.68	1,014.72
\$ 522.90	\$ 1,218.53	\$ 462.00	\$ 215.40	\$ 514.80	\$ 596.70	\$ 687.60	\$ 1,114.00	\$ 61.94	\$ 81.93	\$ 120.03	\$ 3,886.80	\$ 1,390.71	5 74.88	38.15	\$ 169.20	\$ 6,997.12	\$ 2,686.40	\$ 3,048.96	\$ 996.48	\$ 1,228.48	\$ 1,462.40	\$ 1,606.31	\$ 827.64	\$ 634.20	\$ 639.60	\$ 3,896.10	\$ 2,769.60	\$ 2,688.90	5 6,487.50	\$ 3,886.80	\$ 1.390.71	\$ 1,390.71	\$ 1,775.71	\$ 655.20	\$ 931.50	\$ //4.90	\$ 575.40	\$ 429.60	\$ 351.30	\$ 417.30	\$ 231.90	\$ 189.60	\$ 693.53	5 300 57	\$ 1.371.43	\$ 28.46	\$ 65.34	\$ 42.28	\$ 61.94	\$ 81.93	\$ 120.03	\$ 82.49	\$ 81.93	\$ 28.46	\$ 131.30	\$ 42.28
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52-42-12B-DS-4 52-42-12B-DS-5	52-42-12B-DS-6	52-42-12B-DS-7	52-42-12B-D5-8	52-42-12B-DS-10	52-42-128-DS-11	52-42-12B-DS-12	52-XTRB-12B-DS-2	52-42-12B-DS-ACC	52-42-12B-DS-ACC	52-42-12B-DS-ACC	49-Y2XTRA-RS-1	49-Y2XTRA-RS-ACC	32-15-5-3W-1	32 V7 EC 1	32-Y7-FS-ACC	76-Y6-EQ-1	76-Y6-EQ-2	76-Y6-EQ-3	76-Y6-EQ-4	76-Y6-EQ-5	76-Y6-EQ-7	76-Y6-EQ-ACC	76-Y6-EQ-ACC	49-Y-4-RS-1	49-Y-4-RS-2	49-Y-3-RS-1	49-Y-3-RS-2	49-1-3-KS-3	T-SN-Z-Y-64	49-Y-2-KS-Z	49-Y-3-RS-ACC	49-Y-2-RS-ACC	50-42-12A-DS-1	50-42-12A-DS-2	50-42-12A-DS-3	50-42-12A-D5-4 50-42-12A-DS-5	50-42-12A-DS-6	50-42-12A-DS-7	50-42-12A-DS-8	50-42-12A-DS-9	50-42-12A-DS-11	50-42-12A-DS-12	50-42-12A-DS-13	50-YTRA-DS-14	50-XTRA-DS-2	50-42-12A-DS-ACC	50-42-12A-DS-ACC	50-42-12A-DS-ACC	50-42-12A-DS-ACC	50-42-12A-DS-ACC	50-42-12A-DS-ACC	52-42-12B-DS-ACC	53-42-10A-DS-ACC 53-42-YTR-DS-ACC	53-42-11-DS-5	51-42-12C-DS-ACC	51-42-12C-DS-ACC
12"X 8" VIC CON RED 401/PC 8" VIC 90 401/PC	12X8" VIC TEE 401/PC	8" VIC TEE 401/PC	10X8" FIG CON RED 401/PC	10" FLG 90 401/PC	10X8" FLG TEE 401/PC	10" VIC LR 90 401/PC			10" VIC ST31 CPLG (S,STD)	12" VIC ST31 CPLG (S,STD)	42" MJ 11.25 C153 401/TC	6" MI CO CATE OF TEST DI GLAND	9" ONE LOW MIDEST DISET		6" ONE LOK MI REST DI GLAND	48" MJ TEE C153 CL/TC	48X36" MJ CON RED C153 CL/TC	48X30" MJ CON RED C153 CL/TC	30" MJ LONG SLV C153 CL/TC	30" MJ 45 C153 CL/TC			36" ONE LOK MJ REST DI SET	16" MJ 45 C153 401/TC	16" MJ 11.25 C153 401/TC	36" MJ 90 C153 401/TC	36 IVIJ 22.5 CLIS3 401/ IC	42" MI 90 C153 401/TC				42" DI MEGALUG GLAND	16X12" FLG ECC RED 401/PC	12" VIC 90 401/PC	12" VIC TEE 401/PC	12 X 8 VIC IEE 401/PC	10X6" VIC TEE 401/PC	10X8" VIC ECC RED 401/PC	8" VIC 90 401/PC	8"X 6" VIC TEE 401/PC	6" VIC 90 401/PC	6"X 4" VIC CON RED 401/PC	12"X 6" VIC TEF 401/PC	4" VIC BASE 90 401/PC	12" VIC BASE 90 401/PC	4" VIC ST31 CPLG (S,STD)	6" VIC ST341 ADAP (S,NO B/N)	6" VIC ST31 CPLG (S,STD)	8" VIC ST31 CPLG (S,STD)	10" VIC ST31 CPLG (S,STD)			10" VIC ST31 CPL6 (5,51D)	4" FLG 90 401/PC	6" VIC ST341 ADAP (S.NO B/N)	6" VIC ST31 CPLG (S,STD)
2 EA 10 EA	1 EA	4 EA	2 EA	1 EA	1 EA	1 EA	2 EA	34 EA	2 EA	11 EA	1 EA	Z EA	1 EA	1 FA	4 EA	1 EA	1 EA	1 EA	1 EA	2 EA	2 EA	S EA	1 EA	1 EA	1 EA	1 EA	T EA	1 EA	1 EA	4 EA	6 EA	4 EA	2 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	8 EA	3 EA	2 EA	3 FA	2 EA	6 EA	2 EA	22 EA	S EA	3 EA	13 EA	2 EA	3 EA 1 FA		2 EA	24 EA
		6/4/2021 0:00 V080000VGTEEPN 6/4/2021 0:00 V080000VGSCFEPN							6/4/2021 0:00 1VGS100000			6/4/2021 0:00 1WRSD420000	6/4/2021 0:00 UWRSDORDAC	6/4/2021 0:00 C060000MI90FTN	6/4/2021 0:00 1WRSD060000	6/7/2021 0:00 C480000MJTECTN	6/7/2021 0:00 C483600MJRRCTN	6/7/2021 0:00 C483000MJRRCTN	6/7/2021 0:00 C300000MJLSCTN	6/7/2021 0:00 C300000MJ45CTN	6/7/2021 0:00 C300000MJ90CTN	6/7/2021 0:00 1WRSD4800AC	6/7/2021 0:00 1WRSD3600AC	6/11/2021 0:00 C160000MJ4SEIN	6/11/2021 0:00 C160000MJ11ETN	6/11/2021 0:00 C360000MJ90EIN	6/11/2021 0:00 C360000MJZZEIN	6/11/2021 0:00 C420000MI90FTN	6/11/2021 0:00 C420000MIJJETN	6/11/2021 0:00 1WRSD160000	6/11/2021 0:00 1MLD360000	6/11/2021 0:00 1MLD420000	6/11/2021 0:00 D161200F1EREPN	6/11/2021 0:00 V120000VG90EPN	6/11/2021 0:00 V120000VGTEEPN 6/11/2021 0:00 V120600VGTEEPN	6/11/2021 0:00 V121000VGEREPN	6/11/2021 0:00 V100600VGTEEPN	6/11/2021 0:00 V100800VGEREPN	6/11/2021 0:00 V080000VG90EPN	6/11/2021 0:00 V080500VGTEEPN	6/11/2021 0:00 V060000VG90EPN	6/11/2021 0:00 00004000GCREPN	6/11/2021 0:00 V120600VGTEEPN	6/11/2021 0:00 V040000VGB9EPN	6/11/2021 0:00 V120000VGB9EPN	6/11/2021 0:00 1VGS040000	6/11/2021 0:00 1VFS060000	6/11/2021 0:00 1VGS060000	6/11/2021 0:00 1VGS080000	6/11/2021 0:00 1VGS100000	6/11/2021 0:00 1VGS120000	6/11/2021 0:00 1VFSU80000	6/11/2021 0:00 1VGS040000 6/11/2021 0:00 1VGS040000	6/11/2021 0:00 D040000F190EPN	6/11/2021 0:00 1VFS060000	6/11/2021 0:00 1VGS060000
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175.26	336.74	6,861.36	8 363 72	1,000,1	1,044.12	2,389.63	1,193.28	1,541.32	81.36	44.07	162.72	433.92	235.04	152.55	196.62	26.62	73.33	12.32	235.04	427.14	37.43	258.72	250.41	57.49	7,845.23	803.70	85.38	2.044.02	737.37	237.55	614 78	525.00	1,266.58	430.72	1,673.36	1,766.73	681.35	326.31	636.97	304.12	688.78	182.95	223.90	531 20 6	13 507 08 6	620.43	1,045.47 \$	182.95	460.97 \$	\$ 00.666	502.34	369.24 \$	700 17	862 50 \$	924.62	556.68 \$	253.84 \$	252.40 \$	253.84 \$	258.66 \$	431.10 \$	741.49 \$
	168.37 \$	149.16 \$		140.16	149.10	597.41 5	149.16 \$	770.66 \$	13.56	14.69 \$	9.04 \$	13.56 \$	14.69 \$	30.51 \$	32 77 \$	56.67	00.00	9.04	14.69 \$	30.51 \$	3.12 \$	3.59 \$	6.26 \$	3.59 \$	1,961.31 \$	\$ 06.792	28.46 \$	61.94 \$	81.93 \$	237.55 \$	614 78 \$	525.00 \$	633.29 \$	215.36 \$	836.68 \$	588.91 \$	681.35 \$	326.31 \$	636.97 \$	304.12 \$	688.78 \$	182.95 \$	223.90 \$	53120 \$	1.125.59 \$	620.43 \$	1,045.47 \$	182.95 \$	230.49 \$	\$ 00.666	502.34 \$	369.24 \$	70912 5	431.25 \$	462.31 \$	5 89.955	84.61 \$	252.40 \$	84.61 \$	43.11 \$	43.11 \$	82.39 \$
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155.10	298.00	6,072.00	7.401.52	00 00	24.00	2,114.72	1,056.00	1,364.00	72.00	39.00	144.00	384.00	208.00	135.00	174.00	236.00	230.00	64.00	208.00	378.00	33.12	228.96	221.60	50.88	6,942.68	803.70	85.38	2,044.02	737.37	237.55	614.78	525.00	1,266.58	430.72	1,673.36	1,766.73	681.35	326.31	636.97	304.12	649.79	172.59	211.23	531.20	13.507.08	620.43	1,045.47	172.59	434.88	942.45	473.91	369.24	709 12	813.68	872.28	525.17	224.64	223.36	224.64	228.90	381.50	626.19
\$ 155.10 \$	\$ 149.00 \$	\$ 132.00 \$	\$ 528.68 \$		\$ 132.00 \$	\$ 526.68 \$	\$ 132.00 \$	\$ 682.00 \$	\$ 12.00 \$	\$ 13.00 \$	\$ 8.00 \$	\$ 12.00 \$	\$ 13.00 \$	\$ 27.00 \$	\$ 29.00 \$	\$ 00.63	00.00	8.00	\$ 13.00 \$	\$ 27.00 \$	\$ 2.76 \$	\$ 3.18 \$	\$ 5.54 \$	\$ 3.18 \$	\$ 1,735.67 \$	\$ 267.90 \$	\$ 28.46 \$	\$ 61.94 \$	\$ 81.93 \$	\$ 237.55 \$	\$ 614.78 \$	\$ 525.00 \$	\$ 633.29 \$	\$ 215.36 \$	\$ 836.68 \$	\$ 588.91 \$	\$ 681.35 \$	\$ 326.31 \$	\$ 636.97 \$	\$ 304.12 \$	\$ 649.79 \$	\$ 172.59 \$	\$ 211.23 \$	\$ 789.01 \$. 0	· 45	\$ 1,045.47 \$	\$ 172.59 \$	\$ 217.44 \$	\$ 942.45 \$	\$ 473.91 \$	\$ 369.24 \$	\$ 1,426.56 \$	\$ 406.84 \$	\$ 436.14 \$	\$ 525.17 \$	\$ 74.88 \$	\$ 223.36 \$	\$ 74.88 \$	\$ 38.15 \$	\$ 38.15 \$	\$ 72.91 \$
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32-Y7-FS-2	STEEL EXTRA	08-21-5A-ML-ACC	08-21-5A-ML-ACC	08-21-5A-MI-ACC	08-21-3A-INIE-ACC	OS-ZI-SA-IML-ACC	U8-ZI-SA-MIL-TESI	XTRA STEEL BOLTS	53-42-11-DS-ACC	53-42-11-DS-ACC	50-42-12-DS-ACC	50-42-12-DS-ACC	50-42-12-DS-ACC	50-42-12-DS-ACC	50-42-12-DS-ACC	50-42-12-DS-ACC	53-42-11-DS-ACC	53-42-11-DS-ACC	53-42-11-DS-ACC	53-42-10A-DS-ACC	50-42-12-DS-ACCPLUG	50-42-12-DS-ACCPLUG	50-42-12-DS-ACCPLUG	53-42-11-DS-ACCPLUG	08-21-5A-ML-XTRACC	53-42-11-DS-2	53-42-11-DS-ACC	53-42-11-DS-ACC	53-42-10A-DS-ACC	51-42-12C-DS-15	51-42-12C-DS-17	51-42-12C-DS-19	51-42-12C-DS-20	51-42-12C-DS-21	51-42-12C-DS-22	51-42-12C-DS-24	51-42-12C-DS-26	51-42-12C-DS-31	51-42-12C-DS-33	51-42-12C-DS-37	53-42-11-DS-10	53-42-11-DS-11	53-47-11-05-12	53-42-11-DS-13	53-42-11-DS-15	53-42-11-DS-18	53-42-11-DS-19	53-42-11-DS-20	53-42-11-DS-21	53-42-11-DS-22	53-42-10A-DS-10	53-42-10A-DS-12	53-42-10A-DS-13	53-42-10A-DS-16	53-42-10A-DS-17	53-42-XTR-DS-2	64-22-3-3W-10	64-Y26-3W-20	64-Y26-3W-24	64-22-3-3W-ACC	64-Y2b-3W-ALL	64-Y26-3W-ACC
6" MJ 45 C153 401/TC	48" FLG TORUSEAL FF GASKET	DIRECT BOLTS	JOHN TO SALETT ASSESSMENT	48" FLG B/N SEI A30/B (44) 1-1	08 FLG B/N SET A30/B (8) 5/8	U8" FLG B/N SET A3U/B (8) 5/8	DIRECT BOLTS	DIRECT BOLLS	DIRECT BOLLS	DIRECT BOLLS	DIRECT BOLLS	DIRECT BOLTS	DIRECT BOLTS	DIRECT BOLTS	24" SIGMA UNIVERSAL FLANGE (ST	8" X4" VIC CON RED 401 /PC	4" VIC ST31 CPLG (S,STD)	8" VIC ST31 CPLG (S,STD)	10" VIC ST31 CPLG (S,STD)	6" X 3' 9-1/2" RGRV X	6" X 12' 3-1/2" RGRV X	6" X 5' 4-3/4" RGRV X	6"X 13' 6" RGRV X PE CL53 401/	6" X 3' 0-5/16" RGRV X	6"X 17' 6" RGRV X RGRV CL53 40	6" X 12' 6" RGRV X	6" X 13' 9-3/4" RGRV X	6" X 5' 9-3/8" RGRV X			8" X 1' 0-3/16" F X	8" X 0' 6" F X	8 XI II-1/4 FX 8" X 11' 2" BGBW X	8" X 7' 4-5/8" RGRV X	8"X 17' 6 RGRV X RGRV CL53 401	8" X 8' 6-3/8" RGRV X	8" X 11' 8-15/16" RGRV X	8" X 0' 8-1/2" F X	8"X 1' 0" F X F CL53 401/PC	8" X 3' 2" F X	10"X 5' 0" F X PE CL53 401/PC	10" X 3" Z-15/15" KGRV X	10 × 1' 0 NONV × 10" × 7' 7-3/4" RGRV ×	10" X 3' 1-15/16" F X	10"X 4' 6" F X PE CL53 401/PC	4" X 1' 2" F X	8" MJ 90 C153 CL/TC	12" MJ TEE C153 CL/TC	8" MJ 90 C153 CL/TC	8" ONE LOK MJ REST DI SET	8" UNE LUK IVIJ KESI UISEI	12" ONF LOK MIRECT DI SET										
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662.84 \$	1.529.71	1,082.63 \$	2,177.56 \$	1,135.06 \$	346.41 \$	552.52 \$	595.92 \$	436.09 \$	156 93 \$	214.12 \$	771.02 \$	679.85 \$	543.09 \$	725.43 \$	520.30 \$	412.43 \$	132.01 \$	316.40 \$	594.34 \$	120.97 \$	120.97 \$	128.23 \$	316.40 \$	\$ 26.773	383.06 \$	383.06 \$	588.68 \$	590.72 \$	1,066.16 \$	1,125.59 \$	323.28 \$	1175 50 5	373.79 ¢	312.00 \$	544.61 \$	\$ 85.68	107.75 \$	129.69 \$	118 21 ¢	145.81 \$	750.58 \$	118.21 \$	484.30 \$	120.97 \$	610.43 \$	104.41 \$	506.49 \$	158.95 \$	533.10 \$	113550	850.77 ¢		182.95 \$	230.49 \$	\$ 00.666	1,409.05 \$	1,333.52 \$	293.27 \$
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\$ 586.58	\$ 1.353.28	\$ 958.08	\$ 1,927.04	\$ 1,004.48	\$ 306.56	\$ 488.96	\$ 527.36	\$ 385.92	\$ 138.88	\$ 202.00	\$ 771.02	\$ 679.85	\$ 543,09	\$ 725.43	\$ 520.30	\$ 412.43	\$ 132.01	\$ 298,49	\$ 560.70	\$ 120.97	\$ 120.97	\$ 120.97	\$ 298.49	\$ 545.24	\$ 361.38	\$ 361.38	\$ 588.68	\$ 590.72	\$ 1,066.16	\$ 1,125.59	\$ 323.28	\$ 1175 59	\$ 323.29	\$ 312.00	\$ 513.78	\$ 89.58	\$ 101.65	\$ 122.35	\$ 525.17	\$ 145.81	\$ 750.58	\$ 118.21	\$ 484.30	\$ 120.97	\$ 575.88	\$ 104.41	\$ 506.49	\$ 149.95	\$ 533.10	\$ 1125 50	\$ 850.27	\$ 1.095.87	\$ 172.59	\$ 217.44	\$ 942.45	\$ 1,409.05	\$ 1,333.52	\$ 276.67
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53-42-XTR-DS-6 53-42-XTR-DS-7	08-21-5A-ML-1	08-21-5A-ML-2	08-21-5A-ML-3	46-21-48-ML-1	46-21-48-ML-2	46-21-48-ML-3	46-21-48-ML-4	46-21-48-ML-6	46-21-48-ML-7	46-21-4B-ML-8	50-42-12A-DS-16	50-42-12A-DS-17	50-42-12A-DS-18	50-42-12A-DS-19	50-42-12A-DS-20	50-42-12A-DS-21	50-42-12A-DS-23	50-42-12A-DS-26	50-42-12A-DS-27	50-42-12A-DS-28	50-42-12A-DS-28A	50-42-12A-DS-29	50-42-12A-DS-30	50-42-12A-DS-31	50-42-12A-DS-32	50-42-12A-DS-33	52-42-12B-DS-16	91-S0-971-75-75	17-50-97-77-75-71	27-47-128-D5-22	52-42-12B-DS-23 52-42-12B-DS-24	52-42-12B-DS-25	52-42-12B-DS-26	50-42-12A-DS-10	51-42-12C-DS-10	51-42-12C-DS-11	51-42-12C-DS-12	51-42-12C-DS-13	51-42-12C-DS-14	51-42-12C-DS-18	51-42-12C-DS-23	51-42-12C-DS-25	51-42-12C-DS-27	51-42-12C-DS-29	51-42-12C-DS-30	51-42-12C-DS-32	51-42-12C-DS-34	51-42-120-35	51-42-12C-D5-36 51-42-12C-D5-38	53-42-11-DS-15	53-42-11-DS-16	53-42-11-DS-17	53-42-11-DS-20	53-42-11-DS-21	53-42-11-DS-22	53-42-10A-DS-11	53-42-10A-DS-15	53-42-10A-DS-18
8X6" FLG 90 401/PC 6" FLG	24" FLG 90 CL/PC	24" FLG 45 CL/PC	24" FLG TEE CL/PC	24X12" FLG 90 CL/PC	12" FLG 90 CL/PC	12" FLG TEE CL/PC	12×10" ELG ECC RED CL/PC	12X6" FLG TEE CL/PC	12" FLG BLIND PC	6" X 4-1/4" FILL FLG	12" X 6' 8-3/8" RGRV X	12" X 5' 7" RGRV X	12" X 4' 5" RGRV X	12" X 6' 2" RGRV X	10" X 5' 0-1/2" RGRV X	8" X 5' 4-1/2" RGRV X	6" X 1' 7-1/16" RGRV X	6" X 4' 7-1/2" F X	6" X 1' 7-3/16" F X	6"X 0' 6" F X RGRV CL53 401/PC	6"X 0' 7" F X RGRV CL53 401/PC	6" X 0' 10-13/16" F X	6" X 4' 8-1/2" F X				12" X 4" 8-//16" KGRV X	0 A 0 1 NGRV A	8 X 17' 5.7/8" RGBV X	8" Y 3" E-3//" BCBV V	8" X 14' 11" BGRV X	8" X 17' 1" RGBV X	8" X 3' 6-3/4" RGRV X	8"X 6" VIC ECC RED 401/PC	4" X 0' 9-5/8" F X	4" X 0' 4" RGRV X	4" X 0' 9-1/8" F X	4 X I U F X F CL53 401/PC	6"X 1' 2" RGRV X RGRV CL53 401	6"X 2' 2" RGRV X RGRV CL53 401	6" X 9' 7-3/4" RGRV X	6"X 1' 2" RGRV X RGRV CL53 401	6" X 4' 0" RGRV X	6"X 0' 6" F X RGRV CL53 401/PC	6"X 1' 2-1/4" F X F CL53 401/F	6"X U' 6" KGRV X RGRV CL53 401	6" X 4" 3-1/2" KGKV X	6 x 0 /-13/10 FX	6 / 1 0 F / NGNV CL33 401/PC	8"X 17' 6 RGRV X RGRV CI 53 401	8" X 13' 6" RGRV X	8" X 16' 11-5/8" RGRV X	8" X 0' 8-1/2" F X	8"X 1' 0" F X F CL53 401/PC	8" X 3' 2" F X	10" X 13' 10-3/16" RGRV X		10"X 0' 6" F X F CL53 401/PC
3 EA 6 EA		2 EA	2 EA	1 EA	1 EA	1 EA	S C	3 EA	1 EA	3 EA	2 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	2 EA	1 EA	1 EA	1 EA	3 EA	Z EA	1 EA	I EA	2 EA	1 FA	1 FA	1 E	1 EA	1 EA	1 EA	3 EA	3 EA	3 EA	0 K	1 EA	3 EA	I EA	1 EA	T EA	4 -	F F	2 EA	1 EA	1 EA	2 EA	1 EA	2 EA	1 EA	1 EA	Z EA				
7/8/2021 0:00 D080600F190EPN 7/8/2021 0:00 1F06						7/9/2021 0:00 D120000F11ECFN	7/9/2021 0:00 D121000F1FRCPN	7/9/2021 0:00 D120600F1TECPN	7/9/2021 0:00 D120000BFZZPPN				7/12/2021 0:00 GRXGR1204050053EP	7/12/2021 0:00 GRXGR1206020053EP	7/12/2021 0:00 GRXGR1005000853EP	7/12/2021 0:00 GRXGR0805040853EP	7/12/2021 0:00 GRXGR0601070153EP	7/12/2021 0:00 FXGR0604070853EP	7/12/2021 0:00 FXGR0601070353EP	//12/2021 U:UC FXGRUBUUUBUUS3EP	//12/2021 0:00 FXGR06000/0053EP	7/12/2021 0:00 FXGRUBUUIUI353EP	7/12/2021 0:00 FAGRUBUSHSEP	7/12/2021 0:00 FXGRUBU4110153EP	7/12/2021 0:00 FXPUBU/UUUUS3EP	// IZ/ZUZI U:UU FXPUBU/UUUUSSEP	7/12/2021 0:00 GRAGENIZO4060/35EP	7/12/2021 0:00 GRXGROR16020053EP	7/12/2021 0:00 GRXGR0817051453FP	7/12/2021 0:00 GRXGR0803061253EP	7/12/2021 0:00 GRXGR0814110053EP	7/12/2021 0:00 GRXGR0817010053EP	7/12/2021 0:00 GRXGR0803061253EP	7/22/2021 0:00 V080600VGEREPN	7/22/2021 0:00 FXGR0400091053EP	7/22/2021 0:00 GRXGR0400040053EP	7/22/2021 0:00 FAGRO400090253EP	7/22/2021 0:00 FXGR0401000353EP	7/22/2021 0:00 GRXGR0601020053EP	7/22/2021 0:00 GRXGR0602020053EP	7/22/2021 0:00 GRXGR0609071253EP	7/22/2021 0:00 GRXGR0601020053EP	7/22/2021 0:00 GRXGR0604000053EP	7/22/2021 0:00 FXGR0600060053EP	7/22/2021 U:UU FAFUBUIUZU453EP	7/ 22/ 2021 0:00 GRAGNOBUNDSEP	7/22/2021 0:00 GRAGNOG04030635EF	7/22/2021 0:00 EXGR06010000535P	7/22/2021 0:00 GRXGR0606011253EP	7/22/2021 0:00 GRXGR0817060053EP	7/22/2021 0:00 GRXP0813060053EP	7/22/2021 0:00 GRXGR0816111053EP	7/22/2021 0:00 FXGR0800080853EP	7/22/2021 0:00 FXF0801000053EP	7/22/2021 0:00 FXGR0803020053EP	//22/2021 0:00 GRXGR1013100353EP	//22/2021 0:00 GRXGR1012060853EP 7/22/2021 0:00 EXELOROGENESEE	// ZZ/ ZUZ I V.VV FAFIUUUUBUUDDEF
182 73050 182 73050						05 72353			05 72353		35 72226	35 72226								3577/ CC													10 71245			71196				8 72196			72196			3 50										en la	7077 6	
90382	90404	90404	90404	90405	90405	90405	90405	90405	90405	90405	90435	90435	90435	90435	90435	90435	90435	90435	90435	20422	90435	90435	90435	90435	25700	90433	90436	90436	90436	90436	90436	90436	90436	90687	90688	90688	9068	90688	90688	90688	88906	90688	90688	99906	00000	90000	90688	90688	88906	68906	68906	68906	68906	68906	90689	90689	90689	2

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\$ 46.23	10	31.99	\$ 44.13	33.64	\$ 98.44	\$ 92.48	20.90		90'94		23.03		10.36	11.51	14.59	13.33	39.85		46.23	498.20	1,503.09	104.69	1,216.66	104.00	73.52	167.67	167.67	167.67	126.39	139.56	139.56	66 74	66.74	66.74	66.74	75.51	66.74	66.74	1	100.06	392.25	2.606	311.74	233.03	115.99		127 47	65.19	220.70	90.03	189.66	104.68	256.17	128.08	29.48	71.84
816.77	183.63	565.09	779.57	594.34	1,739.14	1,633.82	1,252.52	588.68	813.70	289.98	406.85	2,251.18	182.95	203.42	257.79 \$	235.49 \$	346.41 \$	118 21 4	816.77	4,330.52 \$	13,065.33 \$	910.03 \$	21,494.38 \$	1,837.28 \$	1 101 49 \$	2,962.17 \$	2,962.17 \$	2,962.17 \$	2,232.96 \$	2,465.55 \$	2,465.55 \$	1179.02	1,179.02 \$	1,179.02 \$	1,179.02 \$	1,334.07 \$	1,179.02	1,179.02 \$	4,698.90 \$	1,767.79 \$	6,929.76 \$	5.993.76	5,507.44 \$	2,025.60 \$	1,008.22 \$	1,498.44 \$	1 108 00 \$	566.66 \$	1,918.38 \$	782.56 \$	1,648.62 \$	1 252 50 5	2,226.69 \$	1,113.34 \$	256.22 \$	624.48 \$
816.77 \$	183.63 \$	\$ 60.295	389.78 \$	594.34 \$	579.71 \$	544.61 \$	626.26 \$	588.68 \$		144.99 \$	203.42 \$	1,125.59 \$	182.95 \$	203.42 \$	257.79 \$	235.49 \$	346.41 \$	11821 \$	816.77 \$	1,082.63 \$	2,177.56 \$	910.03 \$	3,582.40 \$	1,837.28 \$	1,101.49 \$	2,962.17 \$	2,962.17 \$	2,962.17 \$	2,232.96 \$	2,465.55 \$	2,465.55 \$	3,282.40 \$	1,179.02 \$	1,179.02 \$	1,179.02 \$	1,334.07 \$	1,179.02 \$	1,179.02 \$	783.15 \$	1,767.79 \$	6,929.76 \$	1.498.44	1,101.49 \$	155.82 \$	1,008.22 \$	1,498.44 \$			\$ 61.656		549.54 \$	303.31 \$	371.11 \$	371.11 \$	256.22 \$	312.24 \$
\$ %9	0 \$		\$ %9	\$ %9	\$ %9	\$ %9	\$ %9	\$ 0	\$ %9	\$ 0	\$ 4	\$ 0	\$ %9	\$ 4	\$ %9	\$ %9	13% 5	^ v	. so	13% \$	13% \$	13% \$	\$ %9	s = 2 %	s %	\$ %9	\$ %9	\$ %9	\$ %9	\$	S	c % %	\$ %9	\$ %9	\$ %9	s v %9	\$ %9	\$ %9	₩.	s t	s v % %	Դ - √1	\$ %9	13% \$	13% \$	13% \$	3 V	+ +V>	13% \$	13% \$	13% \$	13% 5	13% \$	13% \$	13% \$	13% \$
770.54	183.63	533.10	735.44	560.70	1,640.70	1,541.34	1,181.62	588.68	757.64	289.98	383.82	2,251.18	172.59	191.91	243.20	222.16	306.56	118.21	770.54	3,832.32	11,562.24	805.34	\$ 20,277.72	1,733.28	1 039 14	2,794.50	2,794.50	2,794.50	2,106.57	2,325.99	2,325.99	1,112,28	1,112.28	1,112.28	1,112.28	1,258.56	1,112.28	1,112.28	4,698.90	1,667.73	6,537.51	5,993.76	5,195.70	1,792.57	892.23	1,498.44	980 53	501.47	1,697.68	692.53	1,458.96	1 109 37	1,970.52	985.26	226.74	552.64
\$ 770.54	\$ 183.63 \$	\$ 533.10 \$	\$ 367.72 \$	\$ 560.70 \$	\$ 546.90 \$	\$ 513.78 \$	\$ 590.81	5 588.68 5	\$ 191.91 \$	\$ 144.99 \$	\$ 191.91 \$	\$ 1,125.59 \$	\$ 172.59 \$	\$ 191.91 \$	\$ 243.20 \$	\$ 222.16 \$	\$ 306.56 \$	\$ 118.21 \$	\$ 770.54 \$	\$ 958.08 \$	\$ 1,927.04 \$	22		\$ 1,733.28 \$	\$ 1,221.33 \$	\$ 2,794.50 \$	\$ 2,794.50 \$	\$ 2,794.50 \$	\$ 2,106.57 \$	\$ 2,325.99 \$		\$ 3,379.62 \$	\$ 1,112.28 \$	\$ 1,112.28 \$	\$ 1,112.28 \$	\$ 1,258.56 \$	\$ 1,112.28 \$	\$ 1,112.28 \$	\$ 783.15 \$	\$ 1,667.73 \$	\$ 6,537.51 \$	\$ 1.498.44 \$	\$ 1,039.14 \$	\$ 137.89 \$	\$ 892.23 \$	\$ 1,498.44 \$	2 4	\$ 501.47 \$	\$ 848.84 \$	\$ 692.53 \$	\$ 486.32 \$	\$ 268.42 \$	\$ 328.42 \$	\$ 328.42 \$	\$ 226.74 \$	\$ 276.32 \$
РF	9	FP	FP	FP	4	FP	<u>a</u>	д :	d 6	4 6	4 5	- :	4 5	<u>a</u> :	1 6	T 1	7 8	F G	. d	FC	FC	2	д :	4 0	L dd	- d <u>-</u>	FP	FP	FP	FP :	d c	L 61	FP.	FР	E E	d d	F 4	FP	FP	d (1 0	. AC	FP	AC	F4	AC EA	F4	F4	F4	F4	F4	F 4	F4	F4	F4	F4
s	S	S	S	S	S	S	S	y (vo c	n u	n o	v c	s c	vs c	n u	י ע	n u	n vi	ı vı	s	S	S	s i	ΛU	nυ	S	S	S	S	S	un u	n v	S	s	S (un u	S	s	S	y (n v	, v	s	۵	۵,	s v	ı v	S	S	S	s c	n v	S	S	s	S
50-42-12A-DS-15	50-42-12A-DS-22	50-42-12A-DS-24	50-42-12A-DS-25	50-42-12A-DS-27	50-42-12A-DS-34	50-42-12A-DS-42	52-42-12B-DS-15	52-42-128-D5-16	52-42-128-DS-17	52-42-12B-DS-1/A	52-42-12B-D5-18	52-42-128-DS-20	52-42-128-DS-23A	52-42-12B-DS-26A	77-57-178-DS-77	52-42-128-D5-28	40-21-46-WIL-2	50-42-12A-DS-23XTR	50-42-12A-DS-15	08-21-5A-ML-2	08-21-5A-ML-3	08-21-5A-ML-TEST	08-21-5A-ML-5	08-21-5A-ML-7	08-21-5A-MI-18	08-21-5A-ML-19	08-21-5A-ML-20	08-21-5A-ML-21	08-21-5A-ML-XTR1	08-21-5A-ML-XTR2	08-21-5A-ML-XTR3	08-21-5A-ML-11	08-21-5A-ML-23	08-21-5A-ML-14	08-21-5A-ML-22	08-21-5A-ML-12	08-21-5A-ML-16	08-21-5A-ML-17	08-21-5A-ML-24	08-21-5A-ML-XIR4	48-Y-21B-RAS-15 48-Y-21A-RAS-16	08-21-XTRA-ML-ACC	08-21-5A-ML-18	AUSTIN-XTRA	XTRA AUSTIN	08-21-X1RA-MI-ACC 49-V-XTR-RS-2	79-90-1-PDR1	79-90-1-PDR2	79-90-1-PDR3	79-90-1-PDR4	79-90-1-PDR5	79-90-1-PDR5	79-90-1-PDR8	79-90-1-PDR9	79-90-1-PDR10	78-Y-17-WAS-4
12" X 1' 3-1/2" F X	8" X 1' 6-3/8" RGRV X	6" X 0' 11-13/16" F X	6" X 0' 10-7/16" F X	6" X 1' 7-3/16" F X	6" X 1' 1-7/16" F X	4" X 0' 9-5/8" F X	12" X 1' 11-3/4" F X	12 A 4 8-//16 KGKV X	8. X 1. Z-1/4. F X	0 > 0 0 KGKV >	0 A 1 3 FA	8 X I/ BRGKV X KGKV CL53 401/ 9" v 0' 10. 7/16" E v	8 AU 10-7/16 FA	30" V 1" O 0/16" F X	10 X I U-9/16 F X	10 A Z U F A PE CLS3 401/PC	12 FLG 30 CE/ PC 8" x 1' 7-7/16" RGRV x	6" X 1' 4-1/2" RGRV X	12" X 1' 3-1/2" F X	24" FLG 45 CL/PC	24" FLG TEE CL/PC		24"X 1/" 6" F X F CL53 CL/PC	24 A 9 U FA PE CLS3 CL/PC 24" X 3' 6-1/4" F X	24"X 1' 2" F X F CL53 CL/PC	24" X 13' 0-15/16" F X	24" X 13' 2-13/16" F X			24"X 7" 0" F X PE CLS3 CL/PC	24"X /' 0" F X PE CL53 CL/PC				24"X 2' 0" F X F CL53 CL/PC	24 X 2 9-3/4 F X F CL53 CL/P 24"X 2' 9-3/4" F X F CL53 CL/P	24" X 1' 11-3/8" F X			24 X 4 U" F X PE CL53 CL/PC	48 X 20 U LL 11B X 48" X 8' 0" HPP X	24" VIC ST341 ADAP (M,STD)	24"X 1' 2" F X F CL53 CL/PC	12" FLG STUD B/N SET 316SS (12		24 VIC ST341 ADAP (M,STD) 36" ML45 C153 401/TC	12" FLG TEE 401/PC	12" FLG BLIND 401/PC	12X8" FLG TEE 401/PC	12X8" FLG 90 401/PC	8" FLG LEE 401/PC	8" FLG 90 401/PC	8" FLG 45 401/PC	8X6" FLG ECC RED 401/PC	8" FLG BLIND 401/PC	8X6" MJ TEE C153 401/TC
1 EA	1 EA	1 EA	2 EA	1. EA	3 EA	3 EA	Z EA	T EA	7 EA	7 L	Y .	2 EA		T EA	1 EA	1 EA	1 EA	1 EA	1 EA	4 EA	6 EA	1 EA	9 EA	1 FA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	L EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	6 EA	1 EA	1 EA	4 EA	S EA	13 EA	1 EA	2 EA	1 EA	1 EA	2 EA		3 EA		6 EA	3 EA	1 EA	2 EA
7/22/2021 0:00 FXGR1201030853EP	7/22/2021 0:00 GRXGR0801060653EP						//22/2021 U:UU FXGRIZUIIII253EP										-		7/23/2021 0:00 FXGR1201030853EP				7/23/2021 0:00 FXF241/050033CF			7/23/2021 0:00 FXF2413001553CP	7/23/2021 0:00 FXF2413021353CP	7/23/2021 0:00 FXF2413041053CP	7/23/2021 0:00 FXP2406000053CP	7/23/2021 0:00 FXP2407000053CP	7/25/2021 0:00 FXF240/000053CF	7/27/2021 0:00 FXF240200053CP	7/27/2021 0:00 FXF240200053CP	7/28/2021 0:00 FXF2402000053CP	7/28/2021 0:00 FXF2402000053CP	7/29/2021 0:00 FXF2402091233CF	7/29/2021 0:00 FXF2401110653CP	7/29/2021 0:00 FXF2402000053CP	7/30/2021 0:00 FXGR2400080053CP	8/2/2021 0:00 FAFZ40400053CF	8/2/2021 0:00 HPXHP4808000015CT	8/2/2021 0:00 1VF240000	8/4/2021 0:00 FXF2401020053CP	8/6/2021 0:00 *	8/11/2021 0:00 C120000MJ45EIN	8/18/2021 0:00 C36000MJ45ETN	8/18/2021 0:00 D120000F1TEEPN	8/18/2021 0:0C D120000BFZZEPN	8/18/2021 0:00 D120800F1TEEPN	8/18/2021 0:00 D120800F190EPN	8/18/2021 0:00 D080000FITEEPIN	8/18/2021 0:00 D080000F190EPN	8/18/2021 0:00 D080000F145EPN	8/18/2021 0:00 D080600F1EREPN	8/18/2021 0:00 D080000BFZZEPN	8/18/2021 0:00 C080600MJTEETN
	90690 12226					90690 12226	90711 12245															90760 72343				90764 72662				90764 72662					90889 7,662				90928 71662						91398 77662		91412 73430			91412 73430			0.503.8			91414 73485

91414	73485		10 EA	8" ONE LOK MJ REST DI GLAND	78-Y-17-WAS-ACC	s	AC	\$ 51.27 \$ 5:	512.70 13%	\$ 57.94	\$ 579.35	99'99
91424	73831	8/18/2021 0:00 1VGS080000	4 EA	8" VIC ST31 CPLG (S,STD)	53-42-11-DS-ROACC	S	AC	3		٠ - ٢	\$ 260.80	
91439	72502		1 EA	30" MJ 22.5 C110 CL/TC	76-Y6-EQ-8	S	FC	\$ 1,		\$ 1,1	\$ 1,163,27	133.83
91439	72502		1 EA	24" FLG 45 401/PC	76-Y5-RS-1	S	F4	\$,833.30 13%	- 50	\$ 2.071.63	238.33
91439	72502		1 EA	24" MJ 45 C153 401/TC	76-Y5-RS-2	S	F4	\$ 1,176.30 \$ 1,1.	1,176.30 13%		\$ 1,329,22	152.92
91439	72502	8/19/2021 0:00 C240000MJLSETN	1 EA	24" MJ LONG SLV C153 401/TC	76-Y5-RS-4	S	F4	S		*5	\$ 1,220.40 \$	140.40
91439	72502	~	14 EA	24" ONE LOK MJ REST DI GLAND	76-Y5-RS-ACC	S	AC	. \$		٠.	\$ 5.302.71 \$	610,05
91455	73434		1 EA	48" MJ LONG SLV C153 TC/TC	76-Y6-EQ-10	S	Đ.	· s		3	\$ 3.125.75 \$	359,60
91455	73434	8/19/2021 0:00 C360000MJLSTTN	1 EA	36" MJ LONG SLV C153 TC/TC	76-Y6-EQ-9	S	J.	٠.		٠٠	\$ 3.031.02 \$	348.70
91455	73434		1 EA	36" MJ PLUG C153 TC/TC	76-Y6-EQ-11	S	Ď.	٠,		٠.	\$ 1.541.17 \$	177.30
91455	73434		2 EA	48" ONE LOK MJ REST DI SET	76-Y6-EQ-ACC	S	AC	- 45	1000	٠٠	\$ 3.821.32 \$	439,62
91455	73434		2 EA	36" ONE LOK MJ REST DI SET	76-Y6-EQ-ACC	S	AC	·S		\$	\$ 1,968.91	226.51
91455	73434		1 EA	36" MJ GASKET	76-Y6-EQ-ACC	s	AC	\$ 42.57 \$ 4	42.57 13%	\$	\$ 48.10 \$	5.53
91455	73434		24 EA	1"X 6" T-HEAD B/N	76-Y6-EQ-ACC	S	AC	\$		S	\$ 121.50 \$	13.98
91455	73434		1 EA	24" MJ LONG SLV C153 401/TC	76-Y-5-RS4 ADD	S	F4	\$ 1,136.84 \$ 1,13	,136.84 13%	\$ 1,284.63	\$ 1.284,63 \$	147.79
91462	73871	8/19/2021 0:00 C080000MJLSTTN	1 EA	8" MJ LONG SLV C153 TC/TC	64-Y26-3W-29	S	FC	\$ 80.17 \$ 8	80.17 13%	\$ 90.59	\$ 65.06 \$	10.42
91462	73871	8/19/2021 0:00 C120000MJLSTTN	1 EA	12" MJ LONG SLV C153 TC/TC	64-Y26-3W-30	S	F.	\$ 387.16 \$ 38	387.16 13%	\$ 437.49	\$ 437.49 \$	50.33
91462	73871	-	2 EA	8" ONE LOK MJ REST DI SET	64-Y26-3W-ACC	S	AC	\$ 40.16 \$ 8	80.32 13%	\$ 45.38	\$ 90.76 \$	10.44
91616	72545	_	1 EA	30" MJ 22.5 C153 CL/TC	76-Y6-EQ-8	D	FC	\$ 1,029.44 \$ 1,02	,029.44 13%	\$ 1,163.27	\$ 1,163.27 \$	133.83
92272	72545		1 EA	30" MJ 11.25 C153 CL/TC	76-Y6-EQ-6	O	FC	\$ 1,048.00 \$ 1,04	1,048.00 13%	\$ 1,184.24	\$ 1.184.24 \$	136.24
92272	72545	8/25/2021 0:00 1WRSD3000AC	17 EA	30" ONE LOK MJ REST DI SET	76-Y6-EQ-ACC	D	AC	\$ 649.44 \$ 11,040.48	0.48 13%	\$ 733.87	\$ 12,475.74 \$	1,435.26
95319	73831	9/2/2021 0:00 V080000VG45EPN	2 EA	8" VIC 45 401/PC	53-42-11-DS-RO1	S	F4	\$ 295.79 \$ 59	591.58 0%	\$ 295.79	\$ 591.58 \$	
95322	74057	9/2/2021 0:00 C420000MJSPTTN	1 EA	42" MJ PLUG C153 TC/TC	49-Y-2-RS-TEST	S	FC	\$ 1,944.59 \$ 1,94	1,944.59 13%	\$ 2,197.39	\$ 2,197.39 \$	252.80
95322	74057	9/2/2021 0:00 C360000MJSPTTN	1 EA	36" MJ PLUG C153 TC/TC	49-Y-2-RS-TEST	S	FC	\$ 1,403.62 \$ 1,40	1,403.62 13%	\$ 1,586.09	\$ 1,586.09 \$	182.47
95322	74057	9/2/2021 0:00 C160000MJSCTTN	1 EA	16" MJ CAP C153 TC/TC	49-Y-2-RS-TEST	S	FC	\$ 157.98 \$ 15	157.98 13%	\$ 178.52	\$ 178.52 \$	20.54
95364	73463	9/3/2021 0:00 D302400F190CPN	2 EA	30X24" FLG 90 CL/PC	81-22-2B-RAS-2	D	J.	\$ 2,373.39 \$ 4,746.78	6.78 13%	\$ 2,681.93	5,363.86 \$	617.08
95364	73463	9/3/2021 0:00 D240000F1TECPN	9 EA	24" FLG TEE CL/PC	81-22-2B-RAS-3	D	FC	\$ 2,028.46 \$ 18,256.14	6.14 13%	\$ 2,292.16	\$ 20,629.44 \$	2,373.30
95432	74045	9/8/2021 0:00 *	1 EA	36" SIGMA UNIVERSAL FLANGE (MI	49-Y-3-RS-AC	D	AC	\$ 2,694.20 \$ 2,694.20	4.20 13%	\$ 3,044.45	3,044.45 \$	350.25
95449	74345	9/8/2021 0:00 1SN15080000	44 EA	1-1/2"X 8" STUD & NUT	06-21-RAS-ACC	O	AC	\$ 18.63 \$ 81	819.72 13%	\$ 21.05	\$ 926.28 \$	106.56
95531	74195	9/10/2021 0:00 FXGR0600110253EP	2 EA	6" X 0' 11-1/8" F X	50-42-12A-DS-RO1-EXTRA	S	FP	\$ 533.10 \$ 1,06	1,066.20 6%	\$ 565.09	1,130.17 \$	63.97
95531	/4195	9/10/2021 0:00 FXGR0600110253EP	2 EA	6" X 0' 11-1/8" F X	51-42-12C-DS-RO1-EXTRA	S	FP	\$ 533.10 \$ 1,066.20	6.20 6%	\$ 565.09	1,130.17 \$	63.97
95533	74309	9/10/2021 0:00 PXP4802050315CT	2 EA	48" X 2' 5-3/16" PE X	06-21-1-RAS3	s	FP	\$ 1,165.01 \$ 2,330.02	0.02 6%	\$ 1,234.91	2,469.82 \$	139.80
95533	74309	9/10/2021 0:00 PXP4802071515CT	2 EA	48" X 2' 7-15/16" PE X	06-21-1-RAS5	s	ΕР	\$ 1,362.21 \$ 2,724.42	4.42 6%	\$ 1,443.94	\$ 687.88	163.47
95533	74309	9/10/2021 0:00 PXP4802080715CT	2 EA	48" X 2' 8-7/16" PE X	06-21-1-RAS6	S	FP	\$ 1,362.21 \$ 2,724.42	4.42 6%	\$ 1,443.94	2,887.89 \$	163.47
95533	74309	9/10/2021 0:00 HPXP4803100415CT	1 EA	48" X 3' 10-1/4" HPP X	06-21-1-RAS7	S	FP	\$ 3,530.97 \$ 3,530.97	%9 26.0	\$ 3,742.83	3,742.83 \$	211.86
95533	74309	9/10/2021 0:00 LHBXP4803080015CT	2 EA	48" X 3' 8" LL HPB X	06-21-1-RAS8	S	FP	\$ 2,724.65 \$ 5,449.30	9.30 6%	\$ 2,888.13	5,776.26 \$	326.96
95533	74309	9/10/2021 0:00 LHBXHP4803080015CT	1 EA	48" X 3' 8" LL HPB X	06-21-1-RAS8A	S	FP	\$ 4,499.39 \$ 4,499.39	9.39 6%	\$ 4,769.35	4,769.35 \$	269.96
95533	74309	9/10/2021 0:00 LHBXP4802030015CT	1 EA	48" X 2' 3" LL HPB X	06-21-1-RAS9	S	FP	\$ 2,133.43 \$ 2,133.43	3.43 6%	\$ 2,261.44	2,261.44 \$	128.01
95533	74309	9/10/2021 0:00 HPXP4802111315CT	1 EA	48" X 2' 11-13/16" HPP X	06-21-1-RAS10	s	FP	\$ 3,136.95 \$ 3,136.95	99 26.92	\$ 3,325.17	3,325.17 \$	188.22
95603	74309	9/14/2021 0:00 PXP4802080715CT	1 EA	48" X 2' 8-7/16" PE X	06-21-1-RAS6	S	Ъ	\$ 1,362.21 \$ 1,362.21	2.21 6%	\$ 1,443.94	1,443.94 \$	81.73
95607	74515	9/14/2021 0:00 1FTSF6000GS	1 EA	60" FLG TORUSEAL FF GASKET	16-TEST GSKT	S	AC	\$ 315.00 \$ 31.	315.00 13%	\$ 355.95	355.95 \$	40.95

5/14/2021 1 \$ 174.40 \$ 174.40 12 5/14/2021 1 \$ 160.64 \$ 160.64 12 5/14/2021 1 \$ 108.80 \$ 108.80 12	1 \$ 174.40 \$ 174.40 1 \$ 160.64 \$ 160.64 1 \$ 108.80 \$ 108.80	\$ 174.40 \$ 160.64 \$ 108.80		PL VAT FC FC FC		NEW UNIT \$ 197.07 \$ 181.52 \$ 122.94	NEW EXT \$ 197.07 \$ 181.52 \$ 122.94	VAI NEI 37 \$ 22 32 \$ 20 34 \$ 14	
5/14/2021 1 \$ 112.00 \$ 112.00 5/20/2021 2 \$ 1,148.10 \$ 2,296.20	112.00 \$ 112.00 1,148.10 \$ 2,296.20	\$ 112.00	N-22 RS-3	7 PC	13% \$ 13% \$ 13% \$	126.56	\$ 126.56 \$ 2,594.71	71 5 5	14.56 298.51
SG 5/20/2021 3 \$ 10,443.47 \$ 31,330.41 42" FLG 90 401/PC MK# 12-11-1-RS-1 SG 5/20/2021 1 \$ 8,992.11 42" FLG 45 401/PC MK# 12-11-1-RS-2 CG 5/20/2031 2 \$ 4,000.48 \$ 2,000.00 21,44 \$ 4,000.70 MK# 12-11-1-RS-2	10,443.47 \$ 31,330.41 8,992.11 \$ 8,992.11	\$ 31,330.41		F4 F4	13% \$	11,801.12	\$ 35,403.36	\$ \$ \$	4,072.95 1,168.97
6/17/2021 4 \$ 1,381.46 \$ 5,525.84	1,381.46 \$ 5,525.84	\$ 5,525.84		AC AC	13% \$	1,561.05	\$ 2,996.88	v v	718.36
\$ 1,339.59	\$ 1,339.59	\$ 1,339.59		F4	13% \$	504.58	\$ 1,513.74	\$ 1	174.15
	\$ 789.79	\$ 789.79		F4 F4	13% \$ 13% \$	599.85 892.46	\$ 599.85 \$ 892.46	is io	102.67
7/13/2021 2 \$ 403.58 \$ 807.16	\$ 807.16	\$ 807.16		F4	13% \$	456.05	\$ 912.09	\$ 6	104.93
SG 7/13/2021 11 \$ 96.63 \$ 1,062.93 12" ONE LOK MJ DI GLAND (FOR NIT SET) MK# 92-Y-18-PDRACC SG 7/13/2021 3 \$ 166.37 \$ 499.11 16" ONE LOK MJ DI GIAND (FOR NIT SET) MK# 92-X-19-PDRACC	\$ 1,062.93	\$ 1,062.93		AC	13% \$	109.19	\$ 1,201.11	1. S	138.18
7/14/2021 1 \$ 848.84 \$ 848.84	\$ 848.84	\$ 848.84		F4	13% \$	959.19	\$ 959.19	n 6	110.35
7/14/2021 21 \$ 163.26 \$ 3,428.46 6"	\$ 163.26 \$ 3,428.46 6"	\$ 3,428.46 6"		F4	13% \$	184.48	\$ 3,874.16	\$ 9	445.70
ים ד	\$ 353.05 \$ 1,765.25 6"	\$ 1,765.25 6"		F4	13% \$	398.95	\$ 1,994.73	\$ 1	229.48
7/14/2021 6 \$	\$ 176.53 \$ 1,059.18 6"	\$ 1,059.18 6"		F4 F4	13% \$	199.48	\$ 201.26	\$ \$ \$	137.69
7/14/2021 9 \$ 236.32 \$ 2,126.88 6"	\$ 236.32 \$ 2,126.88 6"	\$ 2,126.88 6"		AC	13% \$	267.04	\$ 2,403.37	5 /	276.49
7/14/2021 1 \$ 311.05 \$ 311.05	\$ 311.05	\$ 311.05		F4	13% \$	351.49	\$ 351.49	\$ 6	40.44
7/14/2021 1 \$ 747.79 \$ 747.79 16	\$ 747.79 \$ 747.79 16	\$ 747.79 16		F4	13% \$	845.00	\$ 845.00	\$ 0	97.21
SG //14/2021 18 \$ 10.03 \$ 180.54 6" MJ NIT GASKET (FOR CONNECTORS) MK# 90-Y-8-PSCACC SG 7/14/2021 60 \$ 36.98 \$ 2.218.80 5" ONE LOW MIT IS IN THE BOTH MY# 90.32 SECACT	\$ 10.03 \$ 180.54 6" \$ 36.98 \$ 2.218.80 6"	\$ 180.54 6"		AC	13% \$	11.33	\$ 204.01	1 5	23.47
7/14/2021 2 \$ 166.37 \$ 332.74 16	\$ 166.37 \$ 332.74 16	\$ 332.74 16		AC AC	13% \$	188,00	\$ 2,507.24	4 C	43.26
7/14/2021 1 \$ 600.42 \$ 600.42 6"	\$ 600.42 6"	\$ 600.42 6"		FP.	\$ %9	636.45	\$ 636.45	. 45	36.03
7/14/2021 1 \$ 693.85 \$ 693.85 6"	\$ 693.85 6"	\$ 693.85 6"		FP	\$ %9	735.48	\$ 735.48	\$	41.63
SG //14/2021 7 \$ 163.26 \$ 1,142.82 6" MJ 45 C153 401/TC MK# 88-Y-7-FS1 SG 7/14/2031 2 \$ 353.05 \$ 706.10 6" MJ MAYE C153 401/TC MAY# 89 V 7 E63	\$ 1,142.82 6"	\$ 1,142.82 6"	F4	F4	13% \$	184.48	\$ 1,291.39	ۍ د ه د	148.57
7/14/2021 2 \$ 157.89 \$ 315.78 6"	\$ 315.78 6"	\$ 315.78 6"			13% \$	178.42	\$ 356.83	n 45	41.05
7/14/2021 1 \$ 492.17 \$ 492.17 6"	\$ 492.17 6"	\$ 492.17 6"			13% \$	556.15	\$ 556.15	\$ 5	63.98
SG //14/2021 1 \$ 176.53 \$ 176.53 6" FLG BLIND 401/PC W/ 2" TAP @ CTR FOR ARV	\$ 176.53 6"	\$ 176.53 6"			13% \$	199.48	\$ 199.48	٠٠ ×	22.95
7/14/2021 26 \$ 36.98 \$ 961.48 6"	\$ 36.98 \$ 961.48 6"	\$ 961.48 6"	MK# 88-Y-7-FSACC		13% 5	199.48	\$ 398.96 \$ 1.086.47	v v	124 99
\$ 14,424.48	\$ 1,803.06 \$ 14,424.48	\$ 14,424.48			13% \$	2,037.46	\$ 16,299.66	· 45	1,875.18
7/15/2021 9 \$ 1,853.52 \$ 16,681.68	\$ 16,681.68	\$ 16,681.68	24" X 4" A36 STEEL REDUCING ADAPTER FLG 4" TFS CONNECTION MK# 81-22-28-RAS-5 FC		13% \$	2,094.48	\$ 18,850.30	Ş	2,168.62
SG 7/15/2021 1 \$ 244.11 \$ 244.11 6" FLG 90 401/PC MK# 87-Y-9-PS1	\$ 244.11 6"	\$ 244.11 6"	F4		13% \$	275.84	\$ 275.84	\$ 4	31.73
7/15/2021 8 \$ 163.26 \$ 1,306.08 6"	\$ 1,306.08 6"1	\$ 1,306.08 6"1	F4		13% 5	184.48	\$ 1.475.87	۰ +S	169.79
2 \$ 353.05 \$ 706.10 6"	\$ 706.10 6"	\$ 706.10 6"			13% \$	398.95	\$ 797.89	\$	91.79
3 \$ 236.32 \$ 708.96 6"	\$ 708.96 6"	\$ 708.96 6"			13% \$	267.04	\$ 801.12	\$	92.16
2 \$ 176.53 \$ 353.06 6"	\$ 176.53 \$ 353.06 6"	\$ 353.06 6"			13% \$	199.48	\$ 398.96	\$ ·	45.90
1.15/2021 \$ 10.03 \$ 60.18 6" 1.15/2021 \$ 0.5 55 05 12.05/21/7	5 10.03 \$ 60.18 6"	. 4 80.18 6"			13% 5	11.33	5 68.00	S 4	7.82
7/15/2021 20 3 36:36 3 /39:30	\$ 30.36 \$ 73.00 0	\$ 139.60 6	//K# 87-7-9-P3CACC AC		13% \$	41.79	\$ 835.75	Λ +	96.15
7/15/2021 1 \$ 983.58 \$ 983.58 30"	983.58 \$ 983.58 30"	\$ 983.58 30"	5. 6		13% \$	1 111 45	\$ 42,130.46 \$ 1111.45	n •∨	127.87
7/15/2021 6 \$ 2,373.39 \$ 14,240.34 30X	2,373.39 \$ 14,240.34	\$ 14,240.34			13% \$	2,681.93	\$ 16,091.58	· 45	1,851.24
1,910.91 \$ 17,198.19	1,910.91 \$ 17,198.19	\$ 17,198.19	-RAS-4		13% \$	2,159.33		٠ \$	2,235.76
	669.31 \$ 669.31	\$ 669.31			13% \$	756.32	\$ 756.32	٠,	87.01
1 \$ 460.27 \$ 460.27	460.27 \$ 460.27	\$ 460.27		d:	\$ %9	487.89	\$ 487.89	\$	27.62
1 \$ 997.51 \$ 997.51 6" X	\$ 997.51	\$ 997.51		d-	\$ %9	1,057.36	\$ 1,057.36	\$	59.85
1 \$ 997.51	\$ 997.51	\$ 997.51		ط-	\$ %9	1,057.36	\$ 1,057.36	\$	59.85
7/16/2021 1 \$ 997.51 \$ 997.51 6" X 19' 6" TF X PE CL53 401/TC MK# 90-Y-8-PSC15-LONG	\$ 997.51	\$ 997.51	-Y-8-PSC15-LONG FP	d-	\$ %9	1,057.36	\$ 1,057.36	\$	59.85

\$ 785.00 \$ 785.00 \$	\$ 286.93 \$ 286.93 \$	6% \$ 353.70 \$ 353.70 \$	6% \$ 198.10 \$ 396.21 \$	13% \$ 201.26 \$ 805.06 \$	F4 13% \$ 224.81 \$ 6/4.44 \$ //.59	13% \$ 243.37 \$ 1.216.84 \$ 1	13% \$ 184,48 \$ 184,48 \$	13% \$ 41.79 \$ 1,253.62 \$ 1	13% \$ 184.48 \$ 553.45 \$	F4 13% \$ 178.42 \$ 356.83 \$ 41.05	\$ 41.79 \$ 417.87 \$	F4 13% \$ 1,009.86 \$ 1,009.86 \$ 116.18	F4 13% \$ 456.05 \$ 912.09 \$ 104.93	13% \$ 615.56 \$ 615.56 \$	13% \$ 437.49 \$ 874.98 \$ 1	13% \$ 708.33 \$ 708.33 \$	13% \$ 109.19 \$ 1,091.92 \$ 1	AC 13% \$ 188.00 \$ 751.99 \$ 86.51	13% \$ \$1.08 \$ 405.39 \$	13% \$ 32.74 \$ 163.68 \$	FC 13% \$ 35.78 \$ 71.55 \$ 8.23	13% \$	13% \$ 33.29 \$ 66.58 \$	13% \$ 50.24 \$ 954.56 \$ 1	13% \$ 121.42 \$ 607.09 \$	13% \$ 49.10 \$ 245.49 \$	AC 13% \$ 33.29 \$ 1,764.36 \$ 202.98	13% \$ 254.78 \$ 5.095.62 \$	13% \$ 556.67 \$ 4,453.38 \$	AC 13% \$ 383.48 \$ 6,519.11 \$ 749.99	13% \$ 16.53 \$ 562.08 \$	13% \$ 256.22 \$ 2,049.73 \$	AC 13% \$ 57.94 \$ 2,201.53 \$ 253.27	13% \$ 398.95 \$ 3.989.47 \$	13% \$ 187.70 \$ 1,877.04 \$	13% \$ 325.03 \$ 5,	13% \$ 11.33 \$ 362.68 \$	13% \$ 201.26 \$ 402.53 \$	13% \$ 41.79 \$ 2,256.52 \$ 2	13% \$ 86.73 \$ 173.46 \$	FP 6% \$ 2,032.1/ \$ 2,032.1/ \$ 116.16 FP 6% \$ 3,431.68 \$ 3,431.68 \$ 194.25	6% \$ 3,526.24 \$ 3,526.24 \$	6% \$ 4,890.54 \$ 4,890.54 \$	\$	13% \$	13% \$ 1,910.66 \$ - \$ (5,	<i>ሉ</i> ፥	13% 5
	6" X 1	.9 X9	6"X 2	5 712.44 6" MJ 90 C153 401/TC MK# 78-Y-17-WAS-1		1,076.85			\$ 489.78 6" MJ 45 C153 401/TC MK# 90-Y-16-PD1	\$ 315.78 6" MJ 22.5 C153 401/TC MK# 90-Y-16-PD2	\$ 369.80 6" ONE LOK MJ DI GLAND (FOR NIT SET) MK# 90-Y-16-PD2ACC					16" N	\$ 966.30 12" ONE LOK MJ DI GLAND MK# 100-Y-1-PDR-ACC				\$ 63.32 6X4" MJ CON RED C153 CL/TC MK# 96-Y-11-WAS-5		58.92 6" ON				2 1,301.38 6 UNE LUK NIJ DI SET NIK# 93-Y-12-FUALL 5 904.17 8" MT 90 C153 401/7C MK# 101-V-13-06.1		8" MJ	\$ 5,769.12 8" MJ CONNECTOR PIECE 401/TC MK# 101-Y-13-DS-4			5 1,948.26 8" ONE LOK MJ DI GLAND (FOR NIT SET) MK# 101-Y-13-DS-ACC 5 4 244 76 6" MT 45 C153 401 / JC MK# 102-V-14-D6-1	. W.9		6" MJ				5 153.50 12" ONE LOK MJ DI SET MK# 64-Y26-3W-ACC 5 1 926 01 36" y 5:0" DE y DE C1250 401/75 MW# 40 Y 2 PS 14				; 1,910.97 30" X 4' 0" TRP X PE CL250 CL/TC MK# 76-Y6-EQ-15		5, 5,072.55 48" ONE LOK MJ DI SET MK# 47-21-RAS-ACC	1. 1,403.50	
740.57	553.71	333.68	186.89	178.11	305.37	215.37	163.26	36.98	163.26	157.89	36.98	893.68	403.58	544.74	387.16	626.84	96.63	27.62	71.75	28.97	31.66	23.85	29.46	44.46	107.45	43.45	29.40	225.47	492.63	339.36	14.63	226.74	163.26	353.05	166.11	287.64	10.03	178.11	36.98	1 936 01	3,237.43	3,326.64	4,613.72	1,910.97	137.72	1,690.85	541.89	141.00
1 \$	1 -5	1.5	2 \$	4 u	0 T	N S	1 \$	30 \$	3 \$	2 \$	10 \$			1 \$			10 \$				2 \$					ο [38 5		10 \$		32 \$		54 S						1.5		4 L) (
7/16/2021	7/16/2021	7/16/2021	7/16/2021	7/16/2021	7/16/2021	7/16/2021	7/16/2021	7/16/2021	7/21/2021	7/21/2021	7/21/2021	7/21/2021	7/21/2021	7/21/2021	7/21/2021	7/21/2021	7/21/2021	7/22/2021	7/22/2021	7/22/2021	7/22/2021	7/22/2021	7/22/2021	7/22/2021	1/22/2021	1/22/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/4/2021	8/9/2021	8/17/2021	8/17/2021	8/17/2021	8/18/2021	8/18/2021	8/31/2021	9/1/2021	7/2027
SG	SG	26	SG	S S	SG	SG	SG	SG	SG	SG	SG	98	SG	SG	SG	SG	5 5	SG	SG	SG	SG	SG	SG	SG	5 0	200	S. S.	SG	SG	SG	SG	SG	S. S.	SG	SG	SG	SG	500	5 5	5 5 6	SG	SG	SG	SG	SG	. SG	D (5) (
900	900	200	800	500	000	600	010	011	001	005	003	001	002	003	004	002	900	000	002	600	900	900	200	100	700	003	001	005	003	004	900	900	000	002	003	004	005	900	000	500	000	800	600	100	004	100	000	100
0073484	00/3484	0073484	0073484	00/3485	0073485	0073485	0073485	0073485	0073565	0073565	0073565	0073566	0073566	0073566	0073566	00/3566	0073566	0073586	0073586	0073586	0073586	0073586	0073586	00/358/	00/358/	00/358/	0073779	0073779	0073779	0073779	0073779	00/3//9	0073780	0073780	0073780	0073780	0073780	00/3/80	00/3/80	0074024	0074024	0074024	0074024	0074043	0074057	0074327	0074376	

50.41	250.75	14 12	513.57	442.01	1,628.56	325.71	211.95	412.95		ē	3.	э	ı	777.95	e		x	1	19.67	5.69	17.95	12.96	7.44	52.71	11.40	18.17	5.65	11.56	21.28	15.33	10.42	00.9	42.13	31.32	241.31	1	1	ī	153.70	ë	i.	1	31.73	121.31	500	E	ε	45.16	1	99.68	808		20.32 16.77
438.20 \$	\$ 02.824 5	5 57 551	4.464.10 \$	3,842.12 \$	14,155.91 \$	2,831.18 \$	1,842.37 \$	3,589.47 \$	\$ 89.689	1,225.26 \$	2,431.58 \$	848.84 \$	918.32 \$	6,762.16 \$	739.58 \$	2,917.92 \$	510.63 \$	680.22 \$	347.52 \$	49.48 \$	156.05 \$	112.66 \$	64.70 \$	458.16 \$	\$ 80.66	157.96 \$	49.10 \$	100.48 \$	184.99 \$	133.22 \$	\$ 65.06	52.15 \$	366.19 \$	272.28 \$	2,097.53 \$	1,415.34 \$	217.26 \$	1,187.04 \$	1,336.00 \$	956.82 \$	471.78 \$	197.84 \$	275.84 \$	1,054.46 \$	1,670.55 \$	199.58 \$	108.63 \$	392.53 \$	1,220.55 \$	779.34 \$	980.53 \$	5,517.44 \$	1/6.61 \$
20 \$	2 6	5 K	10 S	12 \$	18 \$	18 \$	37 \$	5 4	8 1	S -	s 62	34 S	9	\$ 91	\$ 5	\$ 5	33	74 \$	\$ 5	\$ 8	1 \$	3 \$	\$ \$	5 \$	7 \$	\$ 9	\$ 0	4 \$	\$ 9	2 \$	\$ 6	5 \$	\$ 6	\$	\$ 6	\$ 6	3 \$	4 \$	5 /	5 /	\$	\$	\$	\$ 6	1 \$	\$ ·	\$	\$ ·	1 \$	\$	\$ 4	л « х	۰ ۰۰ ۲ ۳
438.20	544 90	122.75	4,464.10	3,842.12	2,831.18	2,831.18	1,842.37	1,196.49	89.68	612.63	1,215.79	848.84	459.16	6,762.16	369.79	486.32	510.63	226.74	347.52	49.48	31.21	56.33	32,35	26.95	24.77	157.96	49.10	50.24	61.66	133.22	90.59	52.15	33.29	45.38	349.59	235.89	108.63	197.84	222.67	159.47	235.89	197.84	275.84	351.49	334.11	199.58	108.63	392.53	244.11	779.34	980.53	689.68	1/6.61
13% \$	13%	13% 5	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	\$ %0	\$ %0	\$ %0	\$ %0	\$ %0	13% \$	\$ %0	\$ %0	\$ %0	\$ %0	\$ %9	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	13% \$	\$ %0	\$ %0	\$ %0	13% \$	\$ %0	\$ %0	\$ %0	13% \$	13% \$	\$ %0	\$ %0	\$ %0	13% \$	\$ %0	13% \$	\$ %	5 %0	13% \$
F4	F 4	1 4	. F4	F4	F4	F4	F4	4 I	F 1	F4	S	F4	F4	F4	F4	F4	F4	F4	FP	PC	FC	FC	5	AC	AC	5	FC	FC	FC	FC.	FC	FC	AC	AC	F4	F4	F4	F4	F4	F4	F4	F4	F4	F4	F4	F4	F4	£	F4	F4	F 7	4 5	5 5
																			-PD-1C				4								C D	10						" VIC CAP 401/PC W/ 2.5" TAP @ CTR MK# 38-11-9A-PS-5				MK# 38-11-9B-PS-4											
3-PDR-4		(0		-3-RS-2			-4-RS-2				m	4-0	•				3		5"X 4' 0" LL TRB X TRP CL53 401/TC MK# 98-Y-16-PD-1C	-1		W-3	X3" MJ CON RED C153 CL/TC MK# 114-35-1-3W-4	-ACC	23					22	" MJ LONG SLV C153 TC/TC MK# 115-Y-26-3W-29	X6" MJ CON RED C153 CL/TC MK# 115-Y-26-3W-10			S-1			K# 38-1				K# 38-1			_	C-PS-4		9C-PS-6					
10X4" FLG CON RED 401/PC MK# 11-21-3-PDR-4	-PDR-5	4" FLG BLIND 401/PC MK# 11-21-3-PDR-6	-RS-1	30X24" FLG CON RED 401/PC MK# 13-11-3-RS-2	-RS-3	RS-1	24X.16" FLG CON RED 401/PC MK# 13-11-4-RS-2	KS-3	1-04-9	8-PD-2	L2" VIC WYE 401/PC MK# 15-11-13B-PD-3	12X8" VIC TEE 401/PC MK# 15-11-13B-PD-4	L2" VIC CAP 401/PC MK# 15-11-13B-PD-5	RS-1	-PD-1	A-PD-2	s" VIC LR 90 401 /PC MK# 14-11-13A-PD-3	A-PD-4	TC MK#	" MJ TEE C153 CL/TC MK# 114-35-1-3W-1	" MJ 45 C153 CL/TC MK# 114-35-1-3W-2	X3" MJ TEE C153 CL/TC MK# 114-35-1-3W-3	<# 114-3	" ONE LOK MJ DI SET MK# 114-35-1-3W-ACC	" ONE LOK MJ SET MK# 114-35-1-3W-ACC	3W-3A	W-3B	" MJ 45 C153 CL/TC MK# 115-Y-26-3W-6	6" MJ 90 C153 CL/TC MK# 115-Y-26-3W-9	8" MJ TEE C153 CL/TC MK# 115-Y-26-3W-22	115-Y-2	(# 115-Y			" FLGXFLR LR90 401/PC MK# 38-11-9A-PS-1	PS-2	-PS-4	CTR M	B-PS-1	2-5	PS-3	CTR M	S-1	-PS-2	"X 4" VIC TEE 401/PC MK# 39-11-9C-PS-3	'X 4" VIC CON RED 401/PC MK# 39-11-9C-PS-4	.PS-5	'X 3-3/4" FILLER FLG 401/PC MK# 39-11-9C-PS-6	S-7	DR-4	PDR-5	י אר	-15
PC MK#	11-21-3	# 11-21	13-11-3-	/PC MK	13-11-3-	13-11-4-	/PC MK	13-11-4-	5-11-13	5-11-13	15-11-	(# 15-11	15-11-1	15-11-2-	-11-13A	4-11-13	14-11-	4-11-13	3 401/1	(# 114-3	‡ 114-35	MK# 114	-/TC MK	(# 114-3	114-35-2	5-Y-26-3	-Y-26-3	1115-Y-2	115-Y-2	# 115-Y	TC MK#	/TC MK			VIK# 38-	3-11-9A-	8-11-9A	" TAP @	38-11-9	11-9B-P	3-11-9B-	" TAP @	-11-9С-Е	9-11-9C-	# 39-11	C MK#	9-11-9C-	PC MK	11-9C-P)-11-5-P	0-11-5-F	1416 6 C	2-3-3W-
ED 401/	C MK#	/PC MK	C MK#	RED 401	C MK#	C MK# .	4ED 401	NINH	NINH T	MIKH I	PC MK#	L/PC MI	C MK#	MK#	MK# 14	MIK# 1	PC MK#	MK# 1	TRP CLS	/TC Mk	TC MK#	CL/TC	C153 CI	SET MK	T MK#	MK# 11	JK# 115	TC MK#	TC MK#	/TC MK	153 TC/	C153 CL	SET	SET	01/PC P	MK# 38	MK# 3	W/ 2.5	C MK#	NK# 38-	MK# 38	W/ 2.5	MK# 39	MK# 35	/PC MK	0 401/P	MK# 35	LG 401/	JK# 39-	MK# 40	MK# 4	VH 96.7	K# 86-2
CON R	5 401/P	IND 401	0 401/P	G CON	0 401/P	0 401/P	G CON I	0 401/PG	1401/PC	MILLIANT	YE 401/	TEE 403	AP 401/1	J 401/P	401/PC	401/PC	90 401 /	401/PC	L TRB X	C153 CI	:153 CL/	EE C153	ON RED	K MJ DI	K MJ SE	CL/PC	ND PC	153 CL/	153 CL/	C153 CL	G SLV C	ON RED	K MJ DI	K MJ DI	R LR90 4	401/PC	401/PC	401/PC	0 401/P	01/PC	401/PC	401/PC	101/PC	401/PC	TEE 401	CON REI	401/PC	FILLER F	01/PC n	401/PC	401/PC) - / TOT	L/PC M
0X4" FLC	10" FLG 45 401/PC MK# 11-21-3-PDR-5	FLG BL	30" FLG 90 401/PC MK# 13-11-3-RS-1	3X24" FI	24" FLG 90 401/PC MK# 13-11-3-RS-3	24" FLG 90 401/PC MK# 13-11-4-RS-1	TATE: FI	12" VIC 50 401/PC MIK# 15-11-4-RS-3	NIC 3	12 VIC 45 401/PC MK# 15-11-13B-PD-2	Z VIC W	ZX8 VIC	Z VIC C	6" FLG 90 401/PC MK# 15-11-2-RS-1	s" VIC 90 401/PC MK# 14-11-13A-PD-1	s" VIC EE 401/PC MK# 14-11-13A-PD-2	VICLR	3" VIC CAP 401/PC MK# 14-11-13A-PD-4	X 4. 0 I	MJ TEE	MJ 45 (3" MJ T	(3" MJ C	ONE LO	ONE LO	" FLG TEE CL/PC MK# 115-Y-26-3W-3A	" FLG BLIND PC MK# 115-Y-26-3W-3B	MJ 45 C	MJ 90 C	MJ TEE	MJ LON	6" MJ C	" ONE LOK MJ DI SET	" ONE LOK MJ DI SET	FLGXFLF	" VIC TEE 401/PC MK# 38-11-9A-PS-2	" VIC CAP 401/PC MK# 38-11-9A-PS-4	VIC CAP	" FLG LR90 401/PC MK# 38-11-9B-PS-1	" VIC 90 401/PC MK# 38-11-9B-PS-2	" VIC TEE 401/PC MK# 38-11-9B-PS-3	"VIC CAP 401/PC W/ 2.5" TAP @ CTR	FLG 90 401/PC MK# 39-11-9C-PS-1	FLG TEE 401/PC MK# 39-11-9C-PS-2	(4" VIC	(4" VIC	VIC CAP 401/PC MK# 39-11-9C-PS-5	(3-3/4"	VIC 90 401/PC MK# 39-11-9C-PS-7	2" FLG 90 401/PC MK# 40-11-5-PDR-4	2" VIC TEE 401/PC MK# 40-11-5-PDR-5	VIC 50 401 / IC ININ# 40-11-5-PDR	FLG 45 CL/PC MK# 86-22-3-3W-15
387.79				***				7, 170.32 10					,	.,	~ (w	w	u ·	4	4	4	4	4	m	9	9	88.92 6"		∞	∞	∞	9	240.96 8"	4	4	4	4	4	4	4	4	9	9	9	9	4	9	9 ,			- 0	0 ∞
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387.79	482.21	108.63	3,950.53	3,400.11	2,505.47	2,505.47	1,050.42	40.000	612 63	22.03	1,215.79	848.84	459.1b	5,984.21	369.79	486.32	510.63	226.74	327.85	43.79	27.62	49.85	28.63	23.85	21.92	139.79	43.45	44.46	54.57	117.89	80.17	46.15	29.46	40.16	309.37	235.89	108.63	197.84	197.05	159.47	235.89	197.84	244.11	311.05	334.11	199.58	108.63	347.37	244.11	589.689	980.53 \$	156.29	\$ 129.01
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9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	1/202/1/6	1/2021	9/1/2021	9/1/2021	1/2021	07/1/6	172021	02/1/6	9/1/2021	17,2021	07/1/6	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	9/1/2021	1/2021	9/1/2021	1707/1/6	1707/1/6	1707/1/6	9/1/2021	9/1/2021	9/1/2021
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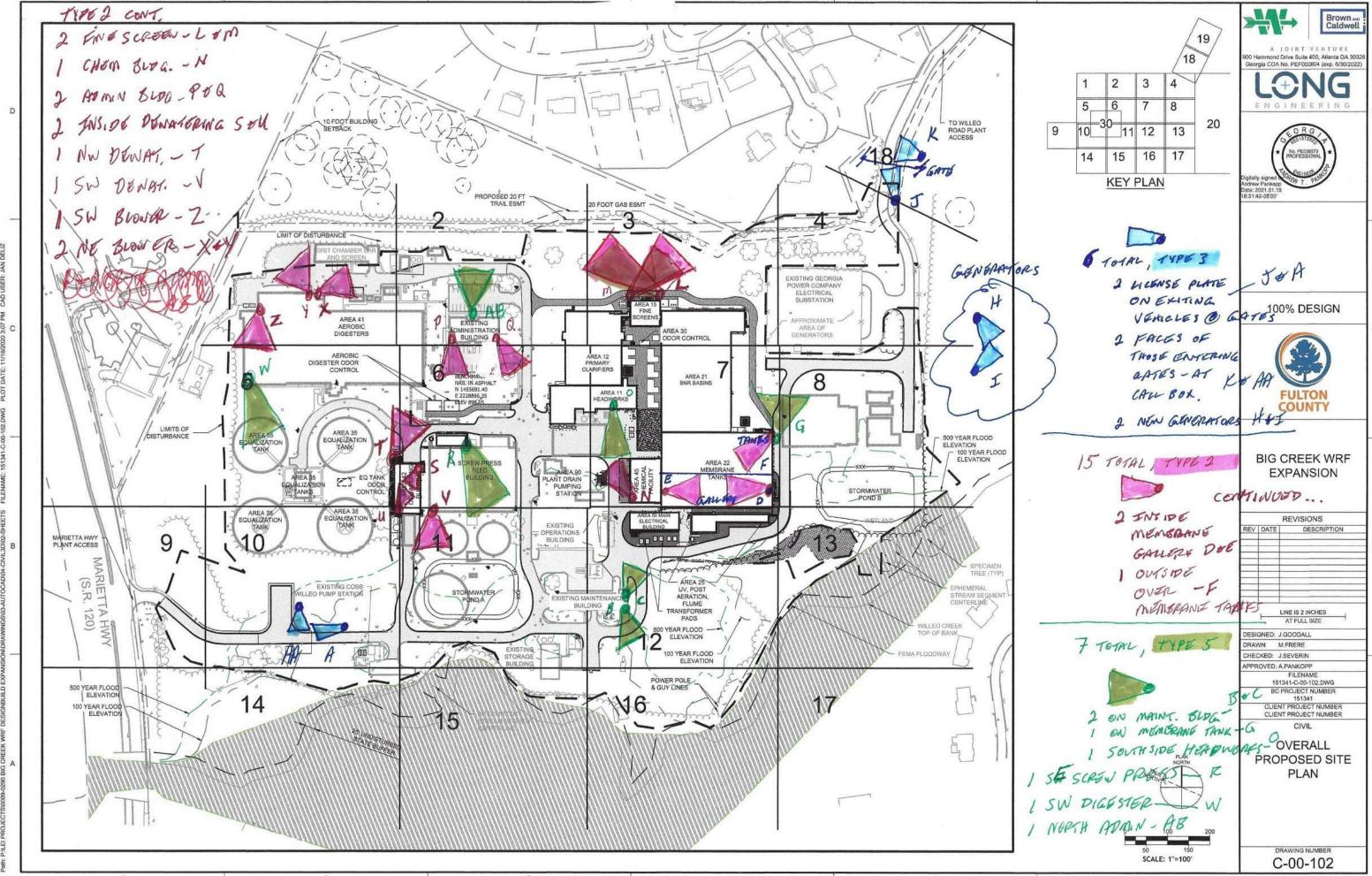
FC 13% \$ 174.71 \$ 349.42 \$ 40.20 FC 13% \$ 49.10 \$ 98.20 \$ 11.30 FC 13% \$ 62.05 \$ 496.39 \$ 57.11 FC 13% \$ 69.65 \$ 139.31 \$ 16.03	FC 13% \$ 127.14 \$ 254.27 \$ 29.25 FC 13% \$ 32.74 \$ 32.74 \$ 3.77 FC 13% \$ 62.05 \$ 248.19 \$ 28.55 FC 13% \$ 1774.71 \$ 3494.92 \$ 40.20	13% \$ 2,497.44 \$ 2,497.44 \$ 2 13% \$ 191.07 \$ 191.07 \$ 191.07 \$ 13% \$ 207.45 \$ 622.34 \$ 13% \$ 347.55 \$	AC 13% \$ 86.73 \$ 780.55 \$ 89.80 AC 13% \$ 45.38 \$ 136.14 \$ 15.66 FC 13% \$ 176.61 \$ 529.82 \$ 60.95 FC 0% \$ 129.01 \$ 387.03 \$ - FC 13% \$ 280.91 \$ 234.45 \$ - FC 13% \$ 280.91 \$ 23.32	13% \$ 145.03 \$ 20.55 \$ 13% \$ 256.22 \$ 256.22 \$ 256.22 \$ 256.22 \$ 256.22 \$ 13% \$ 1,935.60 \$ 1,935.60 \$ 13% \$ 280.15 \$ 280	0% 5 154.61 \$ 154.61 \$ 138.61 \$ 138.61 \$ 154.61 \$ 138.6 \$ 138.67 \$ 188.29 \$ 188.29 \$ 138.6 \$ 1	, t.	\$ 466.93 \$ 933.85 \$ 794.33 \$ 1,588.67 \$ 779.34 \$ 5,455.37 \$ 1,108.00 \$ 1,108.00 \$ 275.84 \$ 397.52 \$ 397.52 \$ 147.78 \$ 261.49 \$ 261.49 \$ 2,877.57 \$ 1,108.00 \$ 1,108.0
	\$ 225.02 4" FLG TEE CL/PC MK# 86-22-4B-WAS-20 \$ 28.97 4" FLG BLIND PC/PC MK# 86-22-4B-WAS-21 \$ 319.64 4" FLG 45 CL/PC MK# 86-22-4B-WAS-23 \$ 309.22 6x4" FLG TEE CL/PC MK# 86-22-4B-WAS-24 \$ 173.28 4" FLG TEE CL/PC MK# 86-22-4B-WAS-24	2,210.12 169.09 550.74 74.78 307.92	20.75 120.48 468.87 387.03 234.45 248.59		10X6" 18" Of 10" Of 10" X 10" FL 6X3" V	\$ 285.99 6" FLG 90 CL/PC MK# 113-21-7B-FSE-2 \$ 72.42 8" FLG BLIND PC MK# 113-21-7B-FSE-3 \$ 604.29 8X6" FLG FE CL/PC MK# 113-21-7B-FSE-4 \$ 156.29 8" FLG 90 CL/PC MK# 113-21-7B-FSE-6 \$ 258.02 8" FLG 45 CL/PC MK# 113-21-7B-FSE-6 \$ 258.02 8" FLG 45 CL/PC MK# 113-21-7B-FSE-7 \$ 487.50 110" FLG 90 401/PC MK# 113-21-7B-FSE-8 \$ 487.50 110" FLG 90 401/PC MK# 113-21-7B-FSE-8 \$ 4,877.01 10" FLG 90 401/PC W/1" TAP @ G MK# 84-22-5B-PDR-10	\$ 826.42 10" FLG BLIND 401/PC W/ 1.5" TAP @ CTR MK# 84-22-5B-PDR-12 \$ 1,405.90 10" FLG TEE 401/PC MK# 84-22-5B-PDR-13 \$ 4,827.76 12" FLG 90 401/PC MK# 41-11-6-PDR-1 \$ 980.53 12" FLG TEE 401/PC MK# 42-11-8-F5-1 \$ 351.79 6" FLG 90 401/PC MK# 42-11-8-F5-2 \$ 166.11 6" FLG 90 401/PC MK# 42-11-8-F5-3 \$ 166.16 6" VIC 90 401/PC MK# 42-11-8-F5-3 \$ 1,464.66 6" VIC 90 401/PC MK# 42-11-8-F5-3 \$ 258.02 8" FLG 5C NR ED CL/PC MK# 62-25-2-3W-1 \$ 231.41 12X8" FLG TEE CL/PC MK# 62-25-2-3W-3 \$ 2,546.52 12X8" FLG TEE CL/PC MK# 62-25-2-3W-4
154.61 43.45 54.91 61.64	112.51 28.97 54.91 154.61 61.64	2,210.12 169.09 183.58 74.78 307.92	78.75 40.16 156.29 129.01 78.15 248.59	129.01 201.43 226.74 1,712.92 125.64 247.92	154.61 40.16 57.11 188.29 247.92 96.00	95.33 72.42 201.43 156.29 129.01 129.01 248.59 541.89	413.21 702.95 689.68 980.53 244.11 166.11 244.11 129.01 848.84
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FC 13% \$ 483.40 \$ 483.40 \$ 55.61	\$ 776.91 \$ 776.91 \$	13% \$ 261.49 \$ 522.99 \$	13% \$ 263.39 \$ 1,053.57 \$ 1	13% \$ 176.61 \$	13% \$ 96.68 \$ 96.68 \$	\$ 254.27 \$		13% \$ 96.68 \$ 96.68 \$	0% \$ 369.79 \$ 3.328.11 \$	13% \$ 549.54 \$	\$ 612.63 \$ 1,837.89 \$	s	F4 0% \$ 689.68 \$ 2,758.72 \$ -	FG 0% \$ 430.17 \$ 9,893.91 \$ -	FG 13% \$ 486.09 \$ 1,458.28 \$ 167.77	0% \$ 107.31 \$ 4,614.33 \$	0% \$ 220.39 \$ 1,322.34 \$	13% \$ 249.04 \$	\$ 241.23 \$ 1,447.38 \$	0% ¢ 41571 ¢ 056122 ¢	0% \$ 413.71 \$	13% \$ 69.65 \$	13% \$ 74.22 \$ 74.22 \$	\$ 1,184.95 \$ 13	13% \$ 597.94 \$ 597.94 \$	Ş	13% \$ 49.10 \$ 49.10 \$	13% \$ 107.72 \$ 323.17 \$	\$ 157.96 \$ 1		13% \$ 62.05 \$ 186.14 \$	13% \$ 127.14 \$ 254.27 \$	FC 13% \$ 47.58 \$ 142.75 \$ 16.42	0% \$ 328.42 \$ 2,955.78 \$	F4 13% \$ 562.03 \$ 1,686.08 \$ 193.97	s %0	0% \$ 166.11 \$	F4 13% \$ 287.26 \$ 1,723.54 \$ 198.28	%9	13% \$ 69.65 \$	13% \$ 127.14 \$ 762.82 \$	13% \$ 32.74 \$ 392.83 \$	љ ч	13% \$ 602.24 \$ 4,6/6.03 \$	13% \$	13% \$ 2,042.92 \$ 2,042.92 \$ 2	\$ 246.22 \$ 492.43 \$	\$ 275.84 \$ 827.53 \$	F4 13% \$ 256.57 \$ 256.57 \$ 29.52
427.79 \$ 427.79 12X8" FLG TEE CL/PC MK# 62-25-2-3W-6	687.53 12X8"	231.41 \$ 462.82 12X8" FLG CON RED CL/PC MK# 62-25-2-3W-8	\$ 932.36 8" FLG	\$ 625.16 8" FLG	85.56 \$ 85.56 8" FLG BLIND PC W/ 2" TAP @ CTR MK# 62-25-2-3W-11 112 51 \$ 225 02 8VA" ELG ECC BED CLIPE MAKE 51 25 1 200 1	\$ 468.87 8" FIG	\$ 466.18 8" FLG	85.56 \$ 85.56 8" FLG BLIND PC W/ 2" TAP @ CTR MK# 61-25-1-3W-4	369.79 \$ 3,328.11 8" VIC 90 401/PC MK# 58-11-7-PDR-1	486.32 \$ 486.32 8" FLG TEE 401/PC MK# 58-11-7-PDR-2	\$ 1,837.89	\$ 1,215.79	\$ 2,758.72	\$ 9,893.91	\$ 1,290.51	\$ 4,614.33 4" VIC	\$ 1,322.34	220.39 \$ bb1.1/ 4" FLG 45 GLS/PC MK# 69-11-10A-GR-5	\$ 773.69	\$ 9,561,33	\$ 1,016.52 4X3" V	61.64 \$ 184.92 4" FLG 90 CL/PC MK# 75-11-14A-3W-10	\$ 65.68	\$ 1,048.63	\$ 529.15	\$ 139.79 6" FLG	\$ 43,45 6" FLG	6" FLG	:33.73	\$ 739.68	\$ 164.73 4" FLG	\$ 225.02	\$ 126.33 4X3" F	328.42 \$ 2,955.78 8" VIC 45 401/PC MK# 71-11-13G-PD-1	٠ ×	\$ 1,866.30	\$ 996.66	\$ 1,525.26	\$ 2,084.22	\$ 493.12	112.51 \$ 6/5.06 4" FLG TEE CL/PC MK# 106-22-6A-3W-2	5 654 84	\$ 4.138.08	\$ 3,675.78 12" FLG	\$ 689.68	\$ 1,807.89	\$ 435.78	247.11 \$ 732.33 6" FLG 90 401/PC MK# 109-15-3-F5-2 227.05 \$ 227.05 6" FLG 45 401/PC MK# 109-15-3-F5-3	CO:1777
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				C.	RA OPTIOI	TIONS						
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	XI	NV-6081R	X	NV-6085	X	NV-9082R	Х	NV-8081R	X	NP-9250		
Included in contract?		Υ		Υ		N		N		N		
Qty in Contract		19		3	T	0		0		0		
Resolution	(19	2 MP 920x1080)	2 MP (1920x1080)		(38	4k (3840x2160)		5 MP 560x1920)	(38	4k 340x2160		
Optical Zoom		4.3x		4x		3x	<u> </u>	4.3x	,-,	25x		
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FOV Adjustment		Fixed	Se	mi-Fixed	Fixed Semi-Fixed		Fixed		Full PTZ			
Night Vision		Υ		Υ	L	Y		Υ		Υ Υ		
Additional Cameras:					F							
Base Cost	\$	3,231	\$	3,438	\$	3,738	\$	3,781	\$	6,425		
Fiber Equipment >300ft from hub, i.e. gates, generators)	\$	1,306	\$	1,306	\$	1,306	\$	1,306	\$	1,306		
.00ft of Duct Bank where necessary, i.e. rates, generators)	\$	3,927	\$	3,927	\$	\$ 3,927		\$ 3,927		3,927	\$	3,927
00ft of Exposed luminum Conduit	\$	2,140	\$	2,140	\$	2,140	\$	2,140	\$	2,140		
djustment Types			15	EA	200	6 Ea.			7	CA		

Fixed

Semi-Fixed

Full PTZ

Can only be moved by physically adjusting camera. Can be moved remotely a limited number of times.

Can be moved remotely on a consistent basis.



Yes

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0662	Meeting Date: 9/21/2022
Department Public Works	
Request approval of a chan Camp Creek WRF UV Replaced (Atlanta, GA) to provide Effective upon BOC approva	order less than 10% - Public Works Department, 21ITB129828K-JA. ement in the amount of \$113,911.00 with Archer Western Construction onstruction services related to the Camp Creek WRF UV replacement (Cite specific Board policy, statute or code requirement) 1 Code Section 102-420, contract modifications within the scope of the
contract and necessary for	ntract completion of the contract, in the specifications, services, time of conditions of the contract shall be forwarded to the Board of
Strategic Priority Area re Health and Human Service	ted to this item (If yes, note strategic priority area below)
Commission Districts And All Districts District 1 District 2 District 3 District 4 District 5 District 6	cted
Is this a purchasing iten	

Summary & Background: This project involves replacement of the ultraviolet (UV) system. The UV system is the main component of the final treatment process at the Camp Creek Water Reclamation Facility (WRF) before the treated water is returned to the Chattahoochee River through Camp Creek. This stage of treatment is responsible for eliminating viruses and bacteria that may be harmful to the people and the environment. The current UV system has reached the end of its useful design life.

Agenda Item No.: 22-0662 Meeting Date: 9/21/2022

Scope of Work: The manufacturer of the chosen UV system provided additional information regarding the sizing of the UV system necessary for Camp Creek WRF. This change order represents the costs associated with ensuring that the UV system is properly sized. The current change order reflects credits from the UV system manufacturer for the initial UV system and the difference in prices to install the revised UV system that will meet Camp Creek's regulatory requirements.

Community Impact: The Camp Creek WRF is the largest treatment facility that serves the South Fulton County area. It serves the majority of the public sewage areas of each city within South Fulton, including a portion of Atlanta. Proper operation of the facility is necessary to preserve the health and safety of the public/environment it serves. This facility is also vital in supporting the continued economic activity/development of the South Fulton area.

Department Recommendation: The Public Works Department recommends approval of this item.

Project Implications: Costs related to this item are required to ensure the correct UV system is installed. The Camp Creek Water Reclamation Facility will not be able to meet permit requirements if the proper UV equipment is not installed.

Community Issues/Concerns: No community concerns or issues have been noted.

Department Issues/Concerns: No departmental concerns or issues noted.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0573	8/4/2021	\$4,100,000.00
Change Order #1			\$113,911.00
Total Revised Amount			\$4,213,911.00

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

Contract Value: \$113,911.00

Prime Vendor: Archer Western Construction, LLC

Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1.513.63 or 1.33%

Subcontractor: Anatek

Subcontractor Status: Hispanic Female Business Enterprise - Certified

Location: Marietta, GA
County: Cobb County

Contract Value: \$2,130.95 or 1.87%

Agenda Item No.: 22-0662	2 Meeting Dat	t e: 9/21	/2022	
Subcontractor Status: Location: County:	Excel Electrical Technology Non-Minority Kennesaw, GA Cobb County \$85,151.00 or 74.75%	ologie	S	
Subcontractor Status: Location: County:	J R Hoe Non-Minority Louisville, LKY Jefferson County \$25,115.42 or 22.05%			
	\$113,911.00 or 100.00% \$2,130.95 or 1.87%	6		
Exhibits Attached				
Exhibit 1: Change Order Aç Exhibit 2: Contractor's Perf Exhibit 3: Cost Breakdown				
Contact Information (Type	oe Name, Title, Agency and	Phone)		
David E. Clark, P.E., Direct	or, Public Works Depar	tment 4	04-612-2804	
Contract Attached				
No				
Previous Contracts				
Yes				
Total Contract Value				
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$4,100,000.00 \$0.00 \$113,911.00 \$4,213,911.00			
Grant Information Sum	mary			
Amount Requested: Match Required:			Cash In-Kind	

Agenda Item No.: 22-0662	Meeting Date: 9/21	/2022
Start Date:		Approval to Award
End Date:		Apply & Accept
Match Account \$:		
Fiscal Impact / Funding S	Source	
Funding Line 1:		
203-540-5400-I052: Water &	Sewer R&E, Public Works, C	Camp Creek 35 Mgd
Key Contract Terms		
Start Date: Upon BOC Approval	End Date:	
Cost Adjustment:	Renewal/Extension Tern	ns:

Would you select/recommend this vendor again?

Choose an item.

Report Period Start: Report Period End:

4/1/2022 6/30/2022

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: <u>Archer Western Construction, LLC</u>

Contract No. <u>21ITB129828K-JAJ Camp Creek WRF UV Replacement</u>

Address: 2839 Paces Ferry Road, SE, Suite 1200 Atlanta, Ga

City, State

Telephone: 404-495-8700

Facsimile or: 404-495-8701

E-mail address

Contact: **Daniel P. Walsh**

<u>President</u>

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Archer Western Construction to provide/perform construction services to replace the ultraviolet (UV) system at the Camp Creek WRF, dated August 4th 2021, on behalf of the Public Works Department.; and

WHEREAS, the spending authority authorized under that contract should be increased based on the costs associated with ensuring that the UV system is properly sized; and

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

WHEREAS,	this Change Order 1 was	approved	by the	Fulton	County	Board	of
Commissioners on	under item #22	·	_		_		

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

This Change Order No. 1 to Form of Contract is effective as of the 21st day of September 2022, between the County and Archer Western Construction, LLC, who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

SCOPE OF WORK TO BE PERFORMED: The manufacturer of the chosen UV system provided additional information regarding the sizing of the UV system necessary for Camp Creek WRF. This change order represents the costs associated with ensuring that the UV system is properly sized. The current change order reflects credits from the UV system manufacturer for the initial UV

- system and the difference in prices to install the revised UV system that will meet Camp Creek's regulatory requirements.
- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$113,911.00.
- 3. **LIABILITY OF COUNTY:** This Change Order 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 County Manager, attested to by the Clerk to the Commission and delivered to Contractor.
- 4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order 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:	CONTRACTOR:
FULTON COUNTY, GEORGIA	ARCHER WESTERN CONSTRUCTION, LLC
Robert L. Pitts, Chairman Fulton County Board of Commissioners ATTEST:	Daniel P. Walsh s President 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:
David E. Clark, Director	Commission Expires:
Public Works	(Affix Notary Seal)
ITEM#: RCS: RECESS MEETING	ITEM#: RM: REGULAR MEETING



DEPARTMENT OF PURCHASFING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT CONSTRUCTION SERVICES Report Period Start Report Period End Contract Period Start Contract Period End 6/30/22 12/1/21 10/2/23 4/01/22 Purchaser Order Number Purchase Order Date 540 20ITB129828 K-JAJ 10/20/21 Department Public Works Service Commodity Bid Number VS0000065126 Construction Services Contractor Archer Western Construction, LLC **Performance Rating** Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive. effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive: highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Project Development Reports/Administration – Personnel Qualification The Vendor complies according to contract drawings and specifications. Personnel is qualified to perform tasks and duties. 2 3 (Were Milestones Met Per Contract - Reliabilty - Responsiveness to Directions/Change 2. Design - On Time Completion Per Contract - Liquidated Damages) The Vendor is reliable and very responsive to direction and change. Milestones were met this quarter. 2 3

3. Award - Proposal Development (Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated								
O 0 1 Vendor is motivated and flexible. Aslo very cooperative in performing work and duties. O 2 0 3 0 4								
4. Constructions (Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner) O 0 O 1 O 2 O 3 O 4								
5. Contractors Key Personnel (Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed) O 0 Vendor has effective Supervision and Management personnel and credentials to perform work and are available as needed. O 2 O 3 O 4								
Overall Performance Rating 4, 00 AH. Date 7/1/22 Would you select/recommend this vendor again? Yes No Rating completed by: Anthony Hughes Construction Project Manager Department Head Name: David Clark, P.E Director Department Head Signature								
After you have competed filling out the form: Submit the for to Purchasing Print a copy of the form Save the form Submit Print Save								



June 7, 2022

Cherise Smith, CPM Construction Project Manager Technical Services, Dept. of Public Works 141 Pryor Street, SW Atlanta, GA 30303 Terry Peters, P.E.CPM
Deputy Director
Technical Services, Dept. of Public Works
141 Pryor Street, SW
Atlanta, GA 30303

PROJECT: Camp Creek WRF UV Replacement

PROJECT NO. ITB 21ITB129828K-JAJ

SUBJECT: PCI 006 – UV Electrical System Changes and Cable trough Changes

Dear Mr. Peters & Ms. Smith:

The costs associated with PCI 006 – UV Electrical System Changes and Cable trough Changes have been evaluated. Per the attached documents the cost associated with the changes in electrical, and structural scopes are detailed with all associated material, subcontract, and equipment cost is detail. At this time we are still evaluating the impact to time and will relay that information as soon as feasibly possible.

Please find attached the cost breakdown of the Lump Sum cost proposal in the amount of \$113,910.98

After your review and approval, please present the proper documentation so this change may be incorporated into our schedule of values.

1

Your help in this manner is appreciated in advance.

Very truly yours,

Corbin Coker, Project Manager

ARCHER WESTERN CONSTRUCTION

\$106,801.87 in costs to perform work. -Highlights

PCI #:	6	Work Item #:	Sheet	1	Of	1
DATE OF WO	PRK:		CONTRA	CTOR:	Archer West	ern
DESCRIPTIO	N OF WORK:	UV System Electrical and Cable Trough (Changes			



DESCRIPTION	Unit of	QTY.	MATE	ERIAL	MAN	IHOURS	LA	BOR		EQUIF	PMENT	SUB-0	CONTRACT	OTHER I	DIRECT COST		TOTAL
	Msr.		UNIT	EXT.	UNIT	EXT.	RATE	EXT		UP	EXT	UP	EXT	UP	EXT		
Labor																	
Additional Trough Forming																	
Carpenter Forman	EA	1			45	45.00		\$ 1,518			\$0					\$	1,518.75
Carpenter	EA	1			40	40.00	\$ 29.25	\$ 1,170	0.00		\$0					\$	1,170.00
Additional Concrete Demo Assistance Labor																	
Labor Forman	EA	1			3	3.00	\$ 30.37	\$ 91	1.11		\$0					\$	91.11
Laborer	EA	1			3	3.00	\$ 21.37	\$ 64	1.12		\$0					\$	64.12
Additional Elevated Slab Shoring Labor																	
Carpenter Forman	EA	1			8.5	8.50	\$ 33.75	\$ 286	6.88		\$0			1		\$	286.88
Carpenter	EA	1			8	8.00	\$ 29.25				\$0					\$	234.00
Additional Concrete Pouring for Troughs																	
Finish Forman	EA	1			1.5	1.50	\$31.50	\$ 47	7.24		\$0					\$	47.24
Finisher	EΑ	1			1.5	1.50	\$27.00	\$ 40	0.50		\$0					\$	40.50
						SUBTO	TAL LABO	R					•	•	•	\$	3,452.60
Equipment / Materials/ Subcontra			t Cost														
Excel - Subcontract	LS	1.00		\$ -							\$ -	\$ 91,130	91,130		\$ -	\$	91,130.32
ABC Coring and Cutting - additional depth of Sawcutting	LS	1.00		\$ -							\$ -	\$ 910	\$ 910.00		\$ -	\$	910.00
ULMA - Shoring	LS	1.00	\$ 7,400.00	\$ 7,400.00							\$ -		\$ -		\$ -	\$	7,400.00
Formwork	SQF	80.00	\$ 4.50	\$ 360.00							\$ -		\$ -	1	\$ -	\$	360.00
Anatek - Rebar	LS	1.00	,	\$ -							\$ -	\$ 2,13	\$ 2,130.95		\$ -	\$	2,130.95
Argos	CY	1.00	\$ 157.00	\$ 157.00							\$ -		\$ -		\$ -	\$	157.00
Pump Truck Cubin Yard Fee	CY	1.00		\$ -							\$ -	\$:	3.00		\$ -	\$	3.00
Safety Supplies at 3% of Labor	LS	1.00	\$ 103.58	\$ 103.58							\$ -		\$ -		\$ -	\$	103.58
Small Tools at 5% of Labor	LS	1.00	\$ 172.63	\$ 172.63							\$ -		\$ -		\$ -	\$	172.63
			SUBTOT	AL EQUIPME	ENT, MA	TERIALS,	SUB-CONTI	RACT AN	ND O.	THER DIRE	CT COST					\$	102,367.48
						SUI	BTOTAL 1									\$	105,820.07
TAX @ 7.75%				\$ 634.97												\$	634.97
LABOR BURDEN @ 40%								\$ 1,381	1.04							\$	1,381.04
SUBTOTAL 2				\$ 8,828.18		110.50		\$ 4,833	3.63		\$ -		\$ 94,174.27		\$ -	\$	107,836.09
					MARK U	ON LABOR	BURDEN, MAT	TERIALS, 8	& EQUI	PMENT (10%)						\$	1,366.18
							NTRACTOR (5									\$	4,708.71
							- (-									\$	
Camp Creek WRF U\	V Rep	lacemo	ent		SURTO	TAL COS	T									\$	113,910.98
							RANCE (0.0	% - Incl	udad	in Mark IIn	Ahove)					\$	-
					50110	A.10 II100	IVL (0.0			ND TOTA						_	113,910.98
									JRA	אוטו טוי	<u> </u>					Ą	113,910.90

Camp Creek WRF UV Replacement

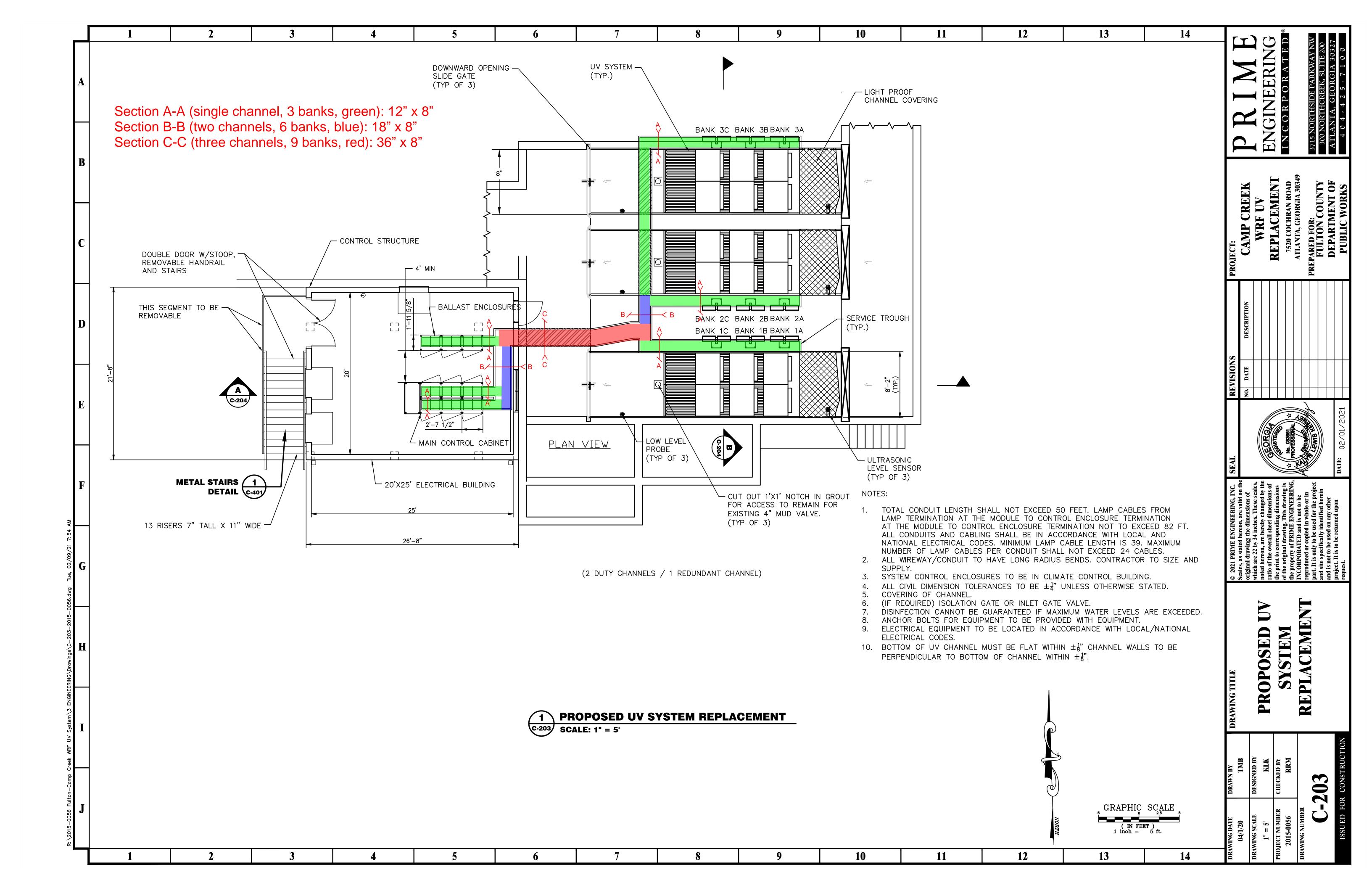
	Camp Creek WKF OV Kep	
***Labor C	Description HOURS	PCI wage
	*****Hourly****	
CARP1	CARP GENL FOREMAN	\$ 34.87
CARP2	CARP FOREMAN	\$ 33.75
CARP3	CARPENTER	\$ 29.25
CARP4	FORMSETTER	\$ 23.62
FN0	PAVING FMAN	\$ 31.50
FN1	FINISHER GENL FMAN	\$ 33.75
FN2	FINISHER FMAN	\$ 31.50
FN3	FINISHER	\$ 27.00
IWRF1	IW GENL FMAN-REBAR	\$ 34.87
IWRF2	IW FMAN-REBAR	\$ 33.75
IWRF3	IW -REBAR	\$ 27.00
IWSS1	IW GENL FMAN-STR STL	\$ 33.75
IWSS2	IW FMAN-STR STL	\$ 31.50
IWSS3	IW-STR STL	\$ 28.12
LAB1	LABOR GENL FMAN	\$ 33.75
LAB2	LABOR FMAN	\$ 30.37
LAB3	LABORER	\$ 21.37
LAF3	FLAGMAN	\$ 19.12
LAG3	GRADE CHECKER	\$ 20.81
MAS1	MASON GENL FMAN	\$ 44.99
MAS2	MASON FORMAN	\$ 33.75
MAS3	MASON JOURNEY	\$ 25.87
MAS4	MASON APPRENT	\$ 20.25
MAS5	MASON TENDER FMAN	\$ 33.75
MAS6	MASON TENDER	\$ 25.87
MAS7	MASON FORKLIFT OPS	\$ 22.50
MILL1	MILLWRIGHT GENT FMAN	\$ 34.87
MILL2	MILLWRIGHT FMAN	\$ 33.75
MILL3	MILLWRIGHT	\$ 27.56
OP0	OPER-FMAN	\$ 33.75
OP1	OPER-CRANE (Avg)	\$ 38.25
OP1L	OPER-CRANE (LARGE)	\$ 38.25
OP1S	OPER-CRANE (SMALL)	\$ 38.25
OP2	OPER-BH	\$ 30.37
OP3	OPER-DZR	\$ 28.12
OP3L	OPER-LDR	\$ 28.12
OP3L1	OPER-DZR/LDR/ETC	\$ 28.12
OP4	OPER-ROLLER ETC	\$ 24.18
OP5	OPER-GRADER	\$ 28.12
OP7	OPER-OILER/GRSR	\$ 23.62
OP8	OPER-PAVING	\$ 28.12
OP9	OPER-DRILL	\$ 28.12
OPR0M	OPER-MAST MECH	\$ 36.00
OPR1M	OPER-MECHANIC	\$ 30.00
PILE1	PILEDRIVER GENL FMAN	\$ 44.99
PILE1	PILEDRIVER GENL FIMAN	
PILE2 PILE3	PILEDRIVER	
	PIPEFITTER GENL FMAN	
PIPEF1		
PIPEF2	PIPEFITTER FMAN	\$ 33.75

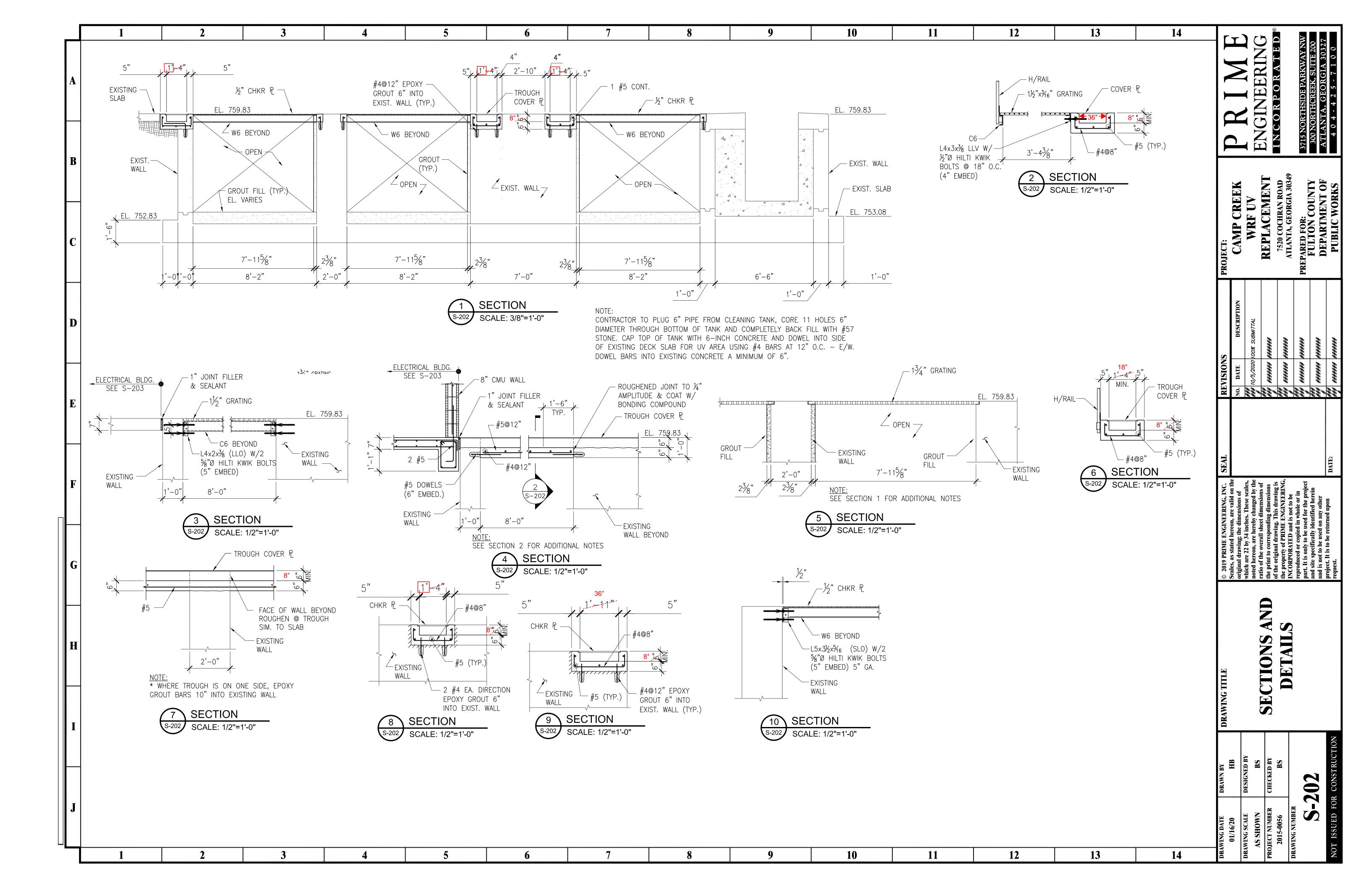
PIPEF3	PIPEFITTER	\$	29.25
PIPEF4	PIPEFITTER HELPER	\$	23.62
PIPEL1	PIPELAYER	\$	21.37
TEAM2	TRK DRIVER FMAN	\$	28.12
TEAM3	TRK DRIVER-CDL	\$	31.50
TEAM3H	TRK DRIVER-CDL HWY	\$	31.50
TEAM3O	TRK DRIVER-OFF HWY	\$	31.50
U	LABOR PLUG PRICE	\$	-
Z01040	*****SURVEYING****	\$	-
Z01042	PARTY CHIEF	69	6,186.75
Z01043	INSTRUMENT MAN	\$	5,511.83
Z01044	RODMAN	\$	4,499.46
Z0108	*****WAREHOUSING****	\$	-
Z01081	RUNNER	\$	3,937.02
Z01082	WAREHOUSE CLERK	\$	5,624.32
Z01083	GATE GUARD	\$	3,374.59

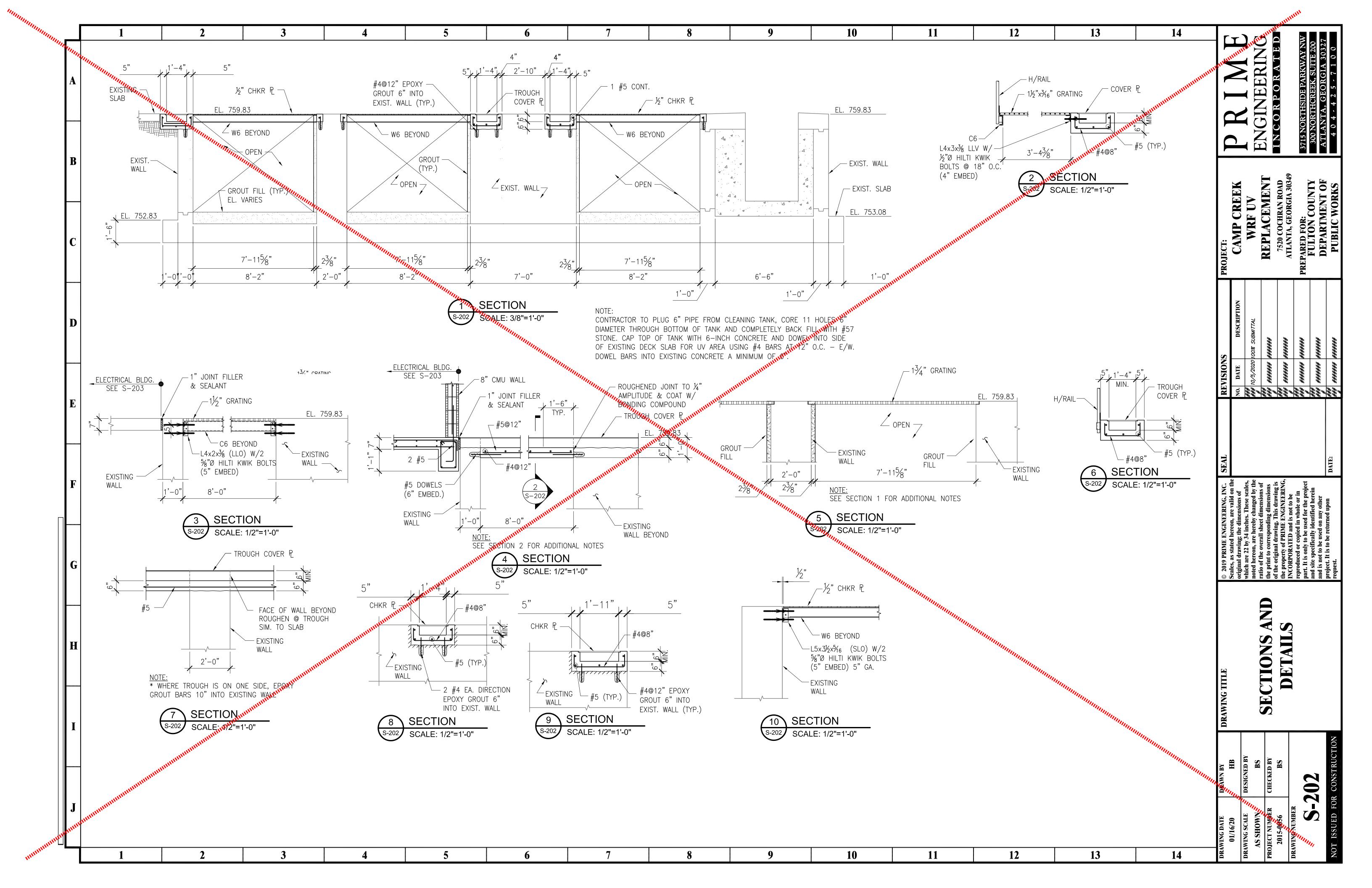
Conduit and Cable Changes at UV Disinfection Area

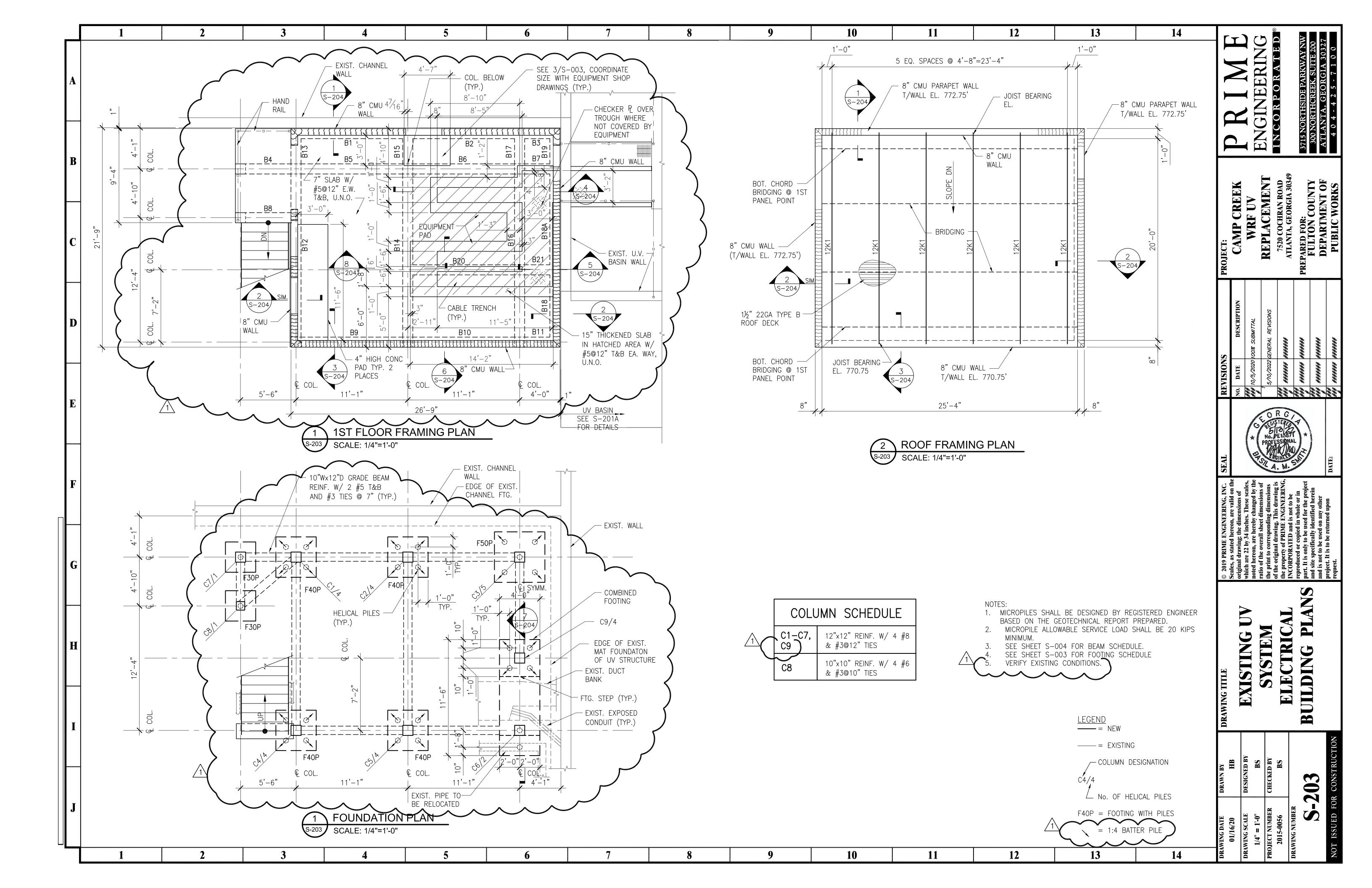
Due to design changes @ Camp Creek WWTP

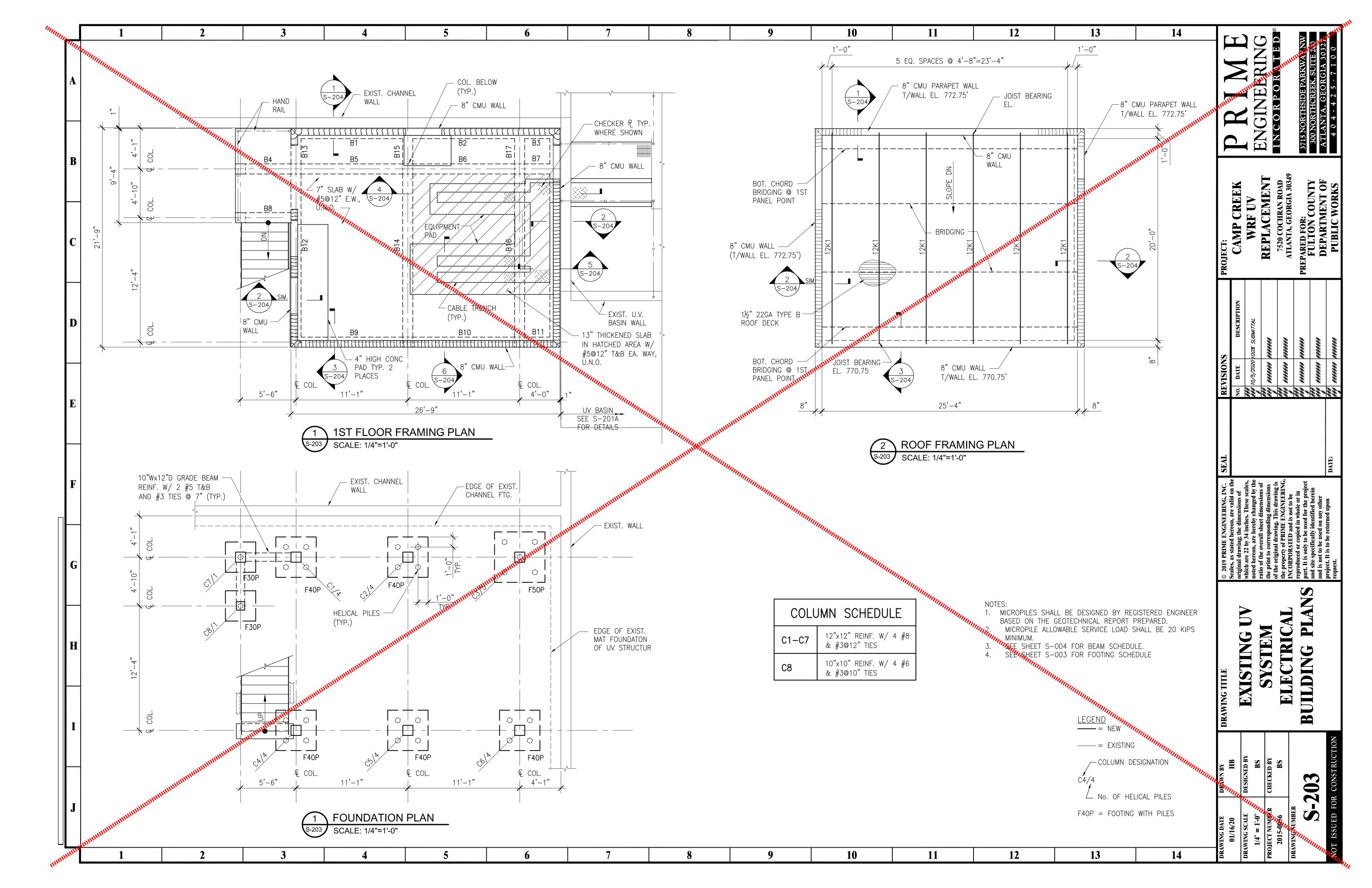
Please change the conduits and cables from existing UV electrical room to new UV electrical room from 1"conduit, 3#6awg, 1#10awg G cable to 1-1/2"conduit, 3#1/0awg, 1#6awg G cable. Section 1 in DWG E-202 shall reflect that and shall be changed. These conduits and cables will feed the 3-channels. Provide 3-150amp breakers in MCC3A or MCC3B spare spaces instead of the 3-50amp breakers. Provide a 60amp/3p/4X disconnect at each bank to a total of 9 banks. Run 150amp cables from disconnect to disconnect to disconnect for each channel. Run cable and conduit suitable for 60amps from disconnect to each bank.

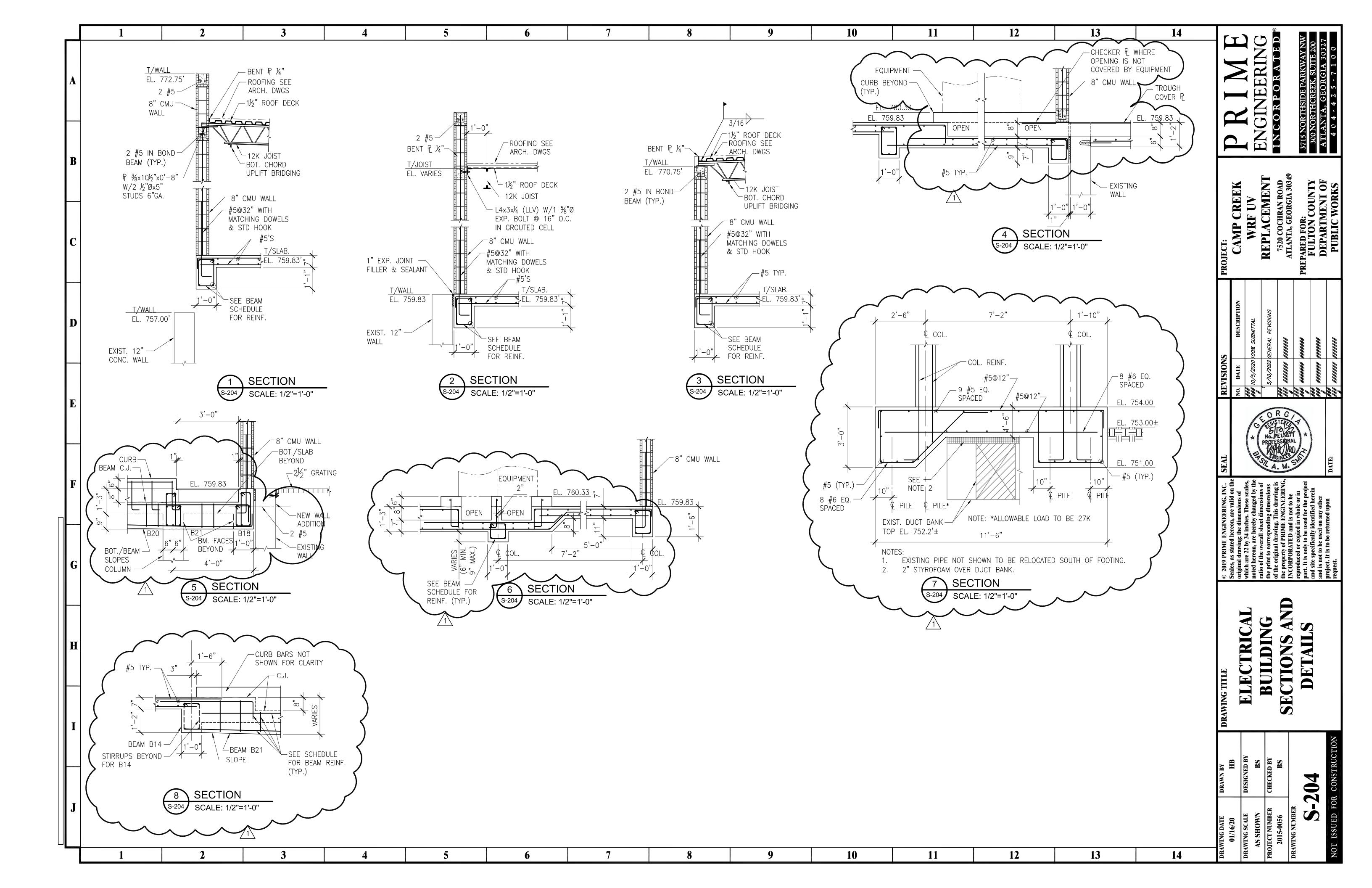


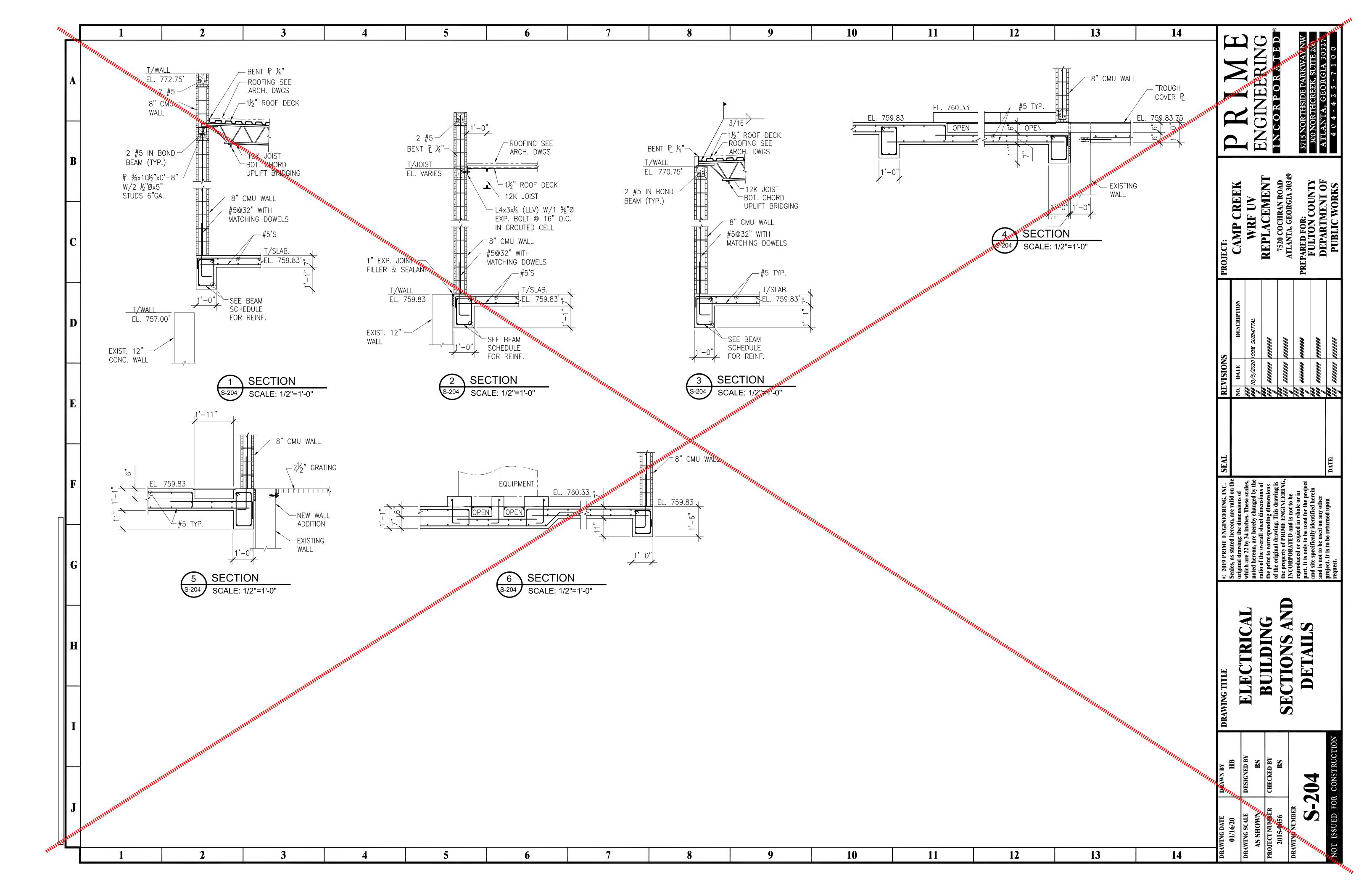












EXCEL ELECTRICAL TECHNOLOGIES, INC.



CHANGE PROPOSAL RECAPITULATION

Project:	Camp Creek UV Upgrade	S		Date		28-Apr-22
Description:	Revising the electrical des	sign/ additional scope	CP02	Proje	ect No:	1080
	-	Material				
1 Material	(withou	t sales tax)		\$	22,398.32	
2 Expendable	es & Consumable Material	2.00%			\$447.97	
3	Total Direc	t Material			·	\$22,846.29
		Labor				
4 Testing com	npany technicians		Hours		945.41	
5 Field superv	vision @	15.00%	Hours		141.81	
6 Managemei	nt and/or Engineering	10.00%	Hours		94.54	
7 Material Ha	ndling @	3.00%	Hours		28.36	
8 Excel's Clea	an-up @	3.00%	Hours		28.36	
9 Composite	Clean-up @	0.00%	Hours		0.00	
10 Other			Hours		0.00	
11	Total Labor Hours		Hours		1238.49	
12	Labor Rate				\$30.00	
13	Total Labor					\$37,154.61
		Rental Equipm	ent			
14					\$0.00	
15					\$0.00	
16					\$0.00	
17					\$0.00	
18					\$0.00	
19	Total Rental Equipment	<u> </u>	<u> </u>			\$0.00
		Equipment Ownership and (Operating Costs		40.00	
20					\$0.00	
21					\$0.00	
22					\$0.00	
22	Total Ownership & Opera					\$0.00
04.5:		Summary			****	
24 Direct Mate		From Line 3			\$22,846.29	
	on Direct Materials	% of Line 23	7.75%		\$1,770.59	
25 Labor		From Line 12			\$37,154.61	
	& Burden on Labor	% of Line 6	44.00%		\$16,348.03	
27 Rental Equi	•	From Line 18			\$0.00	
	on Rental Equipment	% of Line 27	7.75%		\$0.00	
29 Ownership	· -	From Line 22			\$0.00	
30 Subcontract	ts				\$0.00	
31	Subtotal				\$78,119.52	
32 Overhead		% of Line 31	10.00%		\$7,811.95	
33	Subtotal				\$85,931.47	
34 Profit		% of Line 33	5.00%		\$4,296.57	
SUBTOTAL	-				\$90,228.04	
35 Performanc	e & Payment Bonds		1.00%		\$902.28	
Total Estimate	ed Direct Cost and Mark-u	ps for this Change Proposal				\$91,130.32

This proposal is based on the usual cost elements such as labor, material and normal mark-ups for overhead and profit for the direct cost associated with this extra work. Not included in this proposal is compensation for disruption, delay, impact, rescheduling, extended duration cost, overtime, or acceleration for which all rights are reserved. This proposal is valid for 30 calendar days.

EXCEL ELECTRICAL TECHNOLOGIES, INC.

CHANGE PROPOSAL PRICING SHEET

Project: Camp Creek UV Upgrades Date: 28-Apr-22 Description: Revising the electrical design/ additional scope Project No: 1080.000

	#REF!									
	Description	Qty		Material Price	Per		Material	Labor	Per	Labor
1	Description 60A NF DISCONNECTS	(3)	¢	(137.46)	Е	\$	Extension 412.38	Unit 2.000	Е	Extension -6.0000
	60A FUSIBLE DISCONNECTS	(3)		179.71				2.000	E	18.0000
		-	\$		E	\$	1,617.39			
•	50A FUSES	27	\$	18.56	E	\$	501.12	0.150	Е	4.0500
	50A SPARE FUSES	3	\$	18.56	E	\$	55.68			
_	8 X 8 X 36 NEMA1 SCREW COVER TROUGH	3	\$	345.00	Ε	\$	1,035.00	4.000	Е	12.0000
-	2" CLOSE NIPPLES	9	\$	12.00	Е	\$	108.00	0.250	Е	2.2500
	2" LOCKNUTS	36	\$	1.44	Е	\$	51.84	0.100	Е	3.6000
_	2" PLASTIC BUSHINGS	18	\$	0.98	Е	\$	17.64	0.080	Е	1.4400
	6-2/0 POLARIS TAPS	45	\$	58.00	Е	\$	2,610.00	1.500	Е	67.5000
10	1" SEAL TIGHT CONNECTIONS ADDITIONAL	6	\$	15.00	Ε	\$	90.00	1.150	Е	6.9000
11	DISCONNECT RACKS	3	\$	275.00	Ε	\$	825.00	4.000	Е	12.0000
12	2" PVC CONDUIT	300	\$	377.00	С	\$	1,131.00	6.000	С	18.0000
13	2" PVC COATED CONDUIT	160	\$	11.88	Ε	\$	1,900.80	16.000	С	25.6000
14	2" PVC COATED HUBS	9	\$	88.91	Ε	\$	800.19	1.000	Ε	9.0000
15	2" GRC CONDUIT	120	\$	1,311.00	С	\$	1,573.20	13.000	С	15.6000
16	2" PVC COATED 90'S	15	\$	44.98	Ε	\$	674.70	0.550	Е	8.2500
17	2" GRC 90'S	6	\$	46.00	Ε	\$	276.00	0.500	Е	3.0000
18	8 X 8 X 48" STAINLESS STEEL TROUGH	1	\$	440.00	Ε	\$	440.00	4.000	Ε	4.0000
19	2" STAINLESS STEEL SUPPORTS	24	\$	5.54	Ε	\$	132.96	0.200	Е	4.8000
	2" GRC SUPPORTS	20	\$	2.15	Е	\$	43.00	0.200	Е	4.0000
-	1/0 THWN	1,700	\$	3,588.00	М	\$	6,099.60	22.000	М	37.4000
	#6 THWN	600	\$	1,188.00	М	\$	712.80	14.000	М	8.4000
	150A BREAKER BUCKETS	3	\$	1,400.00	E	\$	4,200.00	3.000	E	9.0000
	2" PVC COATED COUPLINGS	30	\$	12.44	E	\$	373.20	0.200	E	6.0000
25	2 1 VO COMILED COOI LINGS	30	Ψ	12.77	_	\$	373.20	0.200	_	0.0000
	1" PVC CONDUIT	(200)	¢	1.30	Е	\$	(300.00)	3.000	С	-9.0000
		(300)					(390.00)			
	1" GRC CONDUIT	(120)		4.44	E	\$	(532.80)	7.000	С	-8.4000
_	1" PVC COATED CONDUIT	(160)		468.00	С	\$	(748.80)	8.000	С	-12.8000
	#6 THWN	(1,700)		1.04	E	\$	(1,768.00)	14.000	M	-23.8000
	#10 THWN	(600)	\$	0.38	E	\$	(228.00)	10.000	M	-6.0000
	1" LOCKNUTS	(30)		0.78	Е	\$	(23.40)	0.050		-1.5000
	1" PLASTIC BUSHINGS	(12)		0.44	Е	\$	(5.28)			-0.4800
	1" PVC COATED HUBS	(9)		34.32	Ε	\$	(308.88)	0.500		-4.5000
	1" GRC SUPPORTS	(20)	\$	1.10	Ε	\$	(22.00)	0.100	Е	-2.0000
35	1" STAINLESS STEEL SUPPORTS	(24)	\$	2.88	Ε	\$	(69.12)	0.100	Е	-2.4000
36	50A BREAKERS	(3)	\$	434.00	Ε	\$	(1,302.00)	2.000	Е	-6.0000
37	1" PVC COATED 90'S	(15)	\$	13.58	Ε	\$	(203.70)	0.270	Ε	-4.0500
38	1" PVC COATED COUPLINGS	(30)	\$	4.44	Ε	\$	(133.20)	0.100	Ε	-3.0000
39						\$	-			
40	ADDITIONAL TERMINATIONS- ORIG- 1786	1,226	\$	2.00	Е	\$	2,452.00	0.175	Е	214.5500
41	ADDITIONAL CABLES- ORIG- 405	360				\$	-	1.500		540.0000
42						\$	-			
43						ľ				
44						\$	_			
1-1							00 000 00			0.1= 1.15=
				Material	>	\$	22,398.32	Labor	>	945.4100

Cable Tray	Conduit Designator		Cable Qty		ermination Qty	Cable Source	Terminations
Designator		Submittal	Contract Drawings	Submittal	Contract Drawings		
	PWR ICA	1	1	6	6	Customer	
	PWR 1 B48_2 (AB)		1		10	Customer	
	PWR 2 B48_2 (AB)		1		10	Customer	
	PWR 3 B48_2 (AB)		1		10	Customer	
	PWR 1 B48_1 (A)	1		10		Customer	
	PWR 1 B48_1 (B)	1		10		Customer	
	PWR 1 B48_1 (C)	1		10		Customer	
	PWR 2 B48_1 (A)	1		10		Customer	
	PWR 2 B48_1 (B)	1		10		Customer	
	PWR 2 B48_1 (C)	1		10		Customer	
	PWR 3 B48_1 (A)	1		10		Customer	
	PWR 3 B48_1 (B)	1		10		Customer	
	PWR 3 B48_1 (C)	1		10		Customer	
	CC	16	16	32	34	Customer	Customer
	UVT	9	9	12	12	Customer	Customer
	UVT Cleaning Air Box	4	4	4	4	Customer	Customer
	SC	1	1	2	2	Customer	Customer
	FL	1	1	6	6	Customer	Customer
	CB 1AB		9		18	Customer	Customer
	CB 2AB		9	Ì	18	Customer	Customer
	CB 3AB	1	9		18	Customer	Customer
	CB 1A	9	-	18		Customer	Customer
	CB 1B	9		18		Customer	Customer
	CB 1C	9		18		Customer	Customer
	CB 2A	9		18		Customer	Customer
	CB 2B	9		18		Customer	Customer
	CB 2C	9		18		Customer	Customer
	CB 3A	9		18		Customer	Customer
	CB 3B	9		18		Customer	Customer
	CB 3C	9		18			
			4	12	10	Customer	Customer
	WL 1	6	4		10	Customer	Customer
	WL 2	6	4	12	10	Customer	Customer
	WL 3	6	4	12	10	Customer	Customer
	N/A	1	1	8	8	Customer	Customer
	IP 1	8	8	16	16	Customer	Customer
	N/A	1	1	8	8	Customer	Customer
	IP 2	8	8	16	16	Customer	Customer
	N/A	1	1	8	8	Customer	Customer
	IP 3	8	8	16	16	Customer	Customer
	N/A	1	1	8	8	Customer	Customer
	OP 1	12	8	26	24	Customer	Customer
	N/A	1	1	8	8	Customer	Customer
	OP 2	12	8	26	24	Customer	Customer
	N/A	1	1	8	8	Customer	Customer
	OP 3	12	8	26	24	Customer	Customer
MS1 A	MS M1	2	2	8	8	WEDECO	Customer
MS1 A	MS M1		2		8	WEDECO	Customer
MS1 A	MS M1		2		8	WEDECO	Customer
MS1 A	MS M2	2		8		WEDECO	Customer
MS1 B	MS M1	2		8		WEDECO	Customer
MS1 B	MS M2	2		8		WEDECO	Customer
MS1 C	MS M1	2		8		WEDECO	Customer
MS1 C	MS M2	2		8		WEDECO	Customer
MS2 A	MS M1	2	2	8	8	WEDECO	Customer
MS2 A	MS M1	+ -	2	_ <u> </u>	8	WEDECO	Customer
MS2 A	MS M1		2	<u> </u>	8	WEDECO	Customer
MS2 A	MS M2	2	۷	0	0	WEDECO	
		2		8			Customer
MS2 B	MS M1			8	-	WEDECO	Customer
MS2 B	MS M2	2		8		WEDECO	Customer
MS2 C	MS M1	2		8		WEDECO	Customer
MS2 C	MS M2	2	2	8		WEDECO	Customer
MS3 A	MS M1	1	2	1	8	WEDECO	Customer
MS3 A	MS M1	1	2	ļ	8	WEDECO	Customer
MS3 A	MS M1	1	2	1	8	WEDECO	Customer
MS3 A	MS M2	2		8		WEDECO	Customer
MS3 A	MS M2	2		8		WEDECO	Customer
MS3 B	MS M1	2		8		WEDECO	Customer
MS3 B	MS M2	2		8		WEDECO	Customer
MS3 C	MS M1	2		8		WEDECO	Customer
MS3 C	MS M2	2		8		WEDECO	Customer
	MLB 1 ABC		2		18	WEDECO	Customer

Cable Tray			Cable Qty	T	ermination Qty		
Designator	Conduit Designator	Submittal	Contract Drawings	Submittal	Contract Drawings	Cable Source	Terminations
Designator	MLB 1 A	2	Contract Drawings	18	Contract Drawings	WEDECO	Customer
	MLB 1 B	2		18		WEDECO	Customer
	MLB 1 C	2		18		WEDECO	Customer
MLC1 A	MLC M1	3	3	22	12	WEDECO	Customer
MLC1 A	MLC M2	3		22		WEDECO	Customer
MLC1 B	MLC M1	3	3	22	12	WEDECO	Customer
MLC1 B	MLC M2	3		22		WEDECO	Customer
MLC1 C	MLC M1	3	3	22	12	WEDECO	Customer
MLC1 C	MLC M2	3		22		WEDECO	Customer
	MLB 2 ABC		2		18	WEDECO	Customer
	MLB 2 A	2		18		WEDECO	Customer
	MLB 2 B	2		18		WEDECO	Customer
	MLB 2 C	2		22		WEDECO	Customer
MLC2 A	MLC M1	3	3	12	12	WEDECO	Customer
MLC2 A	MLC M2	3		12		WEDECO	Customer
MLC2 B	MLC M1	3	3	12	12	WEDECO	Customer
MLC2 B	MLC M2	3		12		WEDECO	Customer
MLC2 C	MLC M1	3	3	12	12	WEDECO	Customer
MLC2 C	MLC M2	3		12		WEDECO	Customer
	MLB 3 ABC		2		18	WEDECO	Customer
	MLB 3 A	2		18		WEDECO	Customer
	MLB 3 B	2		18		WEDECO	Customer
NALCO :	MLB 3 C	2	_	18		WEDECO	Customer
MLC3 A	MLC M1	3	3	12	12	WEDECO	Customer
MLC3 A	MLC M2	3	2	12	42	WEDECO	Customer
MLC3 B	MLC M1	3	3	12	12	WEDECO	Customer
MLC3 B MLC3 C	MLC M2	3	3	12 12	12	WEDECO	Customer
	MLC M1		3		12	WEDECO	Customer
MLC3 C	MLC M2 EWB1 ABC	3	3	12	30	WEDECO WEDECO	Customer
	EWB1 A	3	3	20	30	WEDECO	Customer Customer
	EWB1 B	3		20		WEDECO	Customer
	EWB1 C	3		20		WEDECO	Customer
EWC1 A	EWC M1	2	2	10	12	WEDECO	Customer
EWC1 A	EWC M2	2	2	10	12	WEDECO	Customer
EWC1 B	EWC M1	2	2	10	12	WEDECO	Customer
EWC1 B	EWC M2	2		10		WEDECO	Customer
EWC1 C	EWC M1	2	2	10	12	WEDECO	Customer
EWC1 C	EWC M2	2		10		WEDECO	Customer
	EWB2 ABC		3		30	WEDECO	Customer
	EWB2 A	3	-	20		WEDECO	Customer
	EWB2 B	3		20		WEDECO	Customer
	EWB2 C	3		20		WEDECO	Customer
EWC2 A	EWC M1	2	2	10	12	WEDECO	Customer
EWC2 A	EWC M2	2		10		WEDECO	Customer
EWC2 B	EWC M1	2	2	10	12	WEDECO	Customer
EWC2 B	EWC M2	2		10		WEDECO	Customer
EWC2 C	EWC M1	2	2	16	12	WEDECO	Customer
EWC2 C	EWC M2	2		16		WEDECO	Customer
	EWB3 ABC		3		30	WEDECO	Customer
	EWB3 A	3		20		WEDECO	Customer
	EWB3 B	3		20		WEDECO	Customer
	EWB3 C	3		20		WEDECO	Customer
EWC3 A	EWC M1	2	2	10	12	WEDECO	Customer
EWC3 A	EWC M2	2		10		WEDECO	Customer
EWC3 B	EWC M1	2	2	10	12	WEDECO	Customer
EWC3 B	EWC M2	2		10		WEDECO	Customer
EWC3 C	EWC M1	2	2	10	12	WEDECO	Customer
EWC3 C	EWC M2	2	<u> </u>	10		WEDECO	Customer
	LMP1 A1	21	21	82	102	WEDECO	Others
	LMP1 A2	21	2.	82	400	WEDECO	Others
	LMP1 B1	21	21	82	102	WEDECO	Others
	LMP1 B2	21	34	82	403	WEDECO	Others
	LMP1 C1	21	21	82	102	WEDECO	Others
	LMP1 C2	21	4	82	10	WEDECO	Others
	UVS1 A1	1	1	6	10	Others	Others
	UVS1 B1	1	1	6	10	Others	Others
	UVS1 C1	1 21	1	6	10	Others	Others
	LMP2 A1	21	21	82	102	WEDECO	Others
	LMP2 A2	21	21	82	100	WEDECO	Others
	LMP2 B1	21	21	82	102	WEDECO	Others

Cable Tray	Conduit Designator		Cable Qty	able Qty Termination Qty		Cable Source	Terminations
Designator	Conduit Designator	Submittal	Contract Drawings	Submittal	Contract Drawings	Cable 30urce	Terminations
	LMP2 B2	21		82		WEDECO	Others
	LMP2 C1	21	21	82	102	WEDECO	Others
	LMP2 C2	21		82		WEDECO	Others
	UVS2 A1	1	1	6	10	Others	Others
	UVS2 B1	1	1	6	10	Others	Others
	UVS2 C1	1	1	6	10	Others	Others
	LMP3 A1	21	21	82	102	WEDECO	Others
	LMP3 A2	21		82		WEDECO	Others
	LMP3 B1	21	21	82	102	WEDECO	Others
	LMP3 B2	21		82		WEDECO	Others
	LMP3 C1	21	21	82	102	WEDECO	Others
	LMP3 C2	21		82		WEDECO	Others
	UVS3 A1	1	1	6	10	Others	Others
	UVS3 B1	1	1	6	10	Others	Others
	UVS3 C1	1	1	6	10	Others	Others
	Total	764	404	3012	1786		
	Total	704	404	3012	1700		
	Additional Cables		360				
	Additional Terminations		1226				

		ACDUALT	Quote	✓ Jo	ob 🗌 🔝	Date05	5/24/22
	ASPHALT		Address:		S	alesman: T	om Brower
	A B C	BLOCK	City: ATLANTA	State:	Zip:	Map 1	Page:
	В	CONCRETE	Name: CAMP CREEK		Phone:		
•	Cl	CUTTING CONTRACTORS, INC.	Start Day:	Date:		Time:	:
_		,	Contact on Job:		Meeting 1	Place:	
		Name: ARCHER WESTERN				_	
Addr	ess:		Slab Saw 🛚	Wire S	aw 📙 Co	re Drill	<u> </u>
City:		State: Zip:	_	_			
Phone		Fax:	Wall Saw ✓	Haı	nd Saw 🗸	Demo	
Office	e Cont	tact: CORBIN					
_	Qty	Desc	cription			Unit Price	Total
	λιλ	CORES	лірион			Onit Frice	Total
11	EA	6" DIA X 12" DEPTH / \$1.50 DIA INCH FT				\$108.00	\$1,188.00
		O EA 2010!! LONG V 24!! IANDE V 44!! DEDELLI	NOTOLI OLIT INI DITO				
90	LF	3 EA 20'3" LONG X 21" WIDE X 14" DEPTH 1 X 14" \$3.50 INCH FT Originally 12" Dept				\$49.00	\$4,410.00
90	LF	X 21" \$3.50 INCH FT				\$73.50	\$6,615.00
1	EA	5'8" X 46" X 14" DEPTH TRENCH / RIBBON C	CUT AND SNAPOrig 12"	0 = \$2	30 change		\$980.00
1	EA	3' X 8" X 12" NOTCH OUT Originally 6'	Depth = \$50 change	<u> </u>	oo onange	\$250.00	\$250.00
20	EA	CHAINSAW CORNERS				\$60.00	\$1,200.00
4	EA	TRIP CHARGE				\$50.00	\$200.00
		MINIMUM CHARGE \$980.00					
		EXCLUSIONS					
		LAYOUT, SHORING, BARRICADES, PROTE					
		HEAVY STEEL, TRAFFIC CONTROL, DETAI		EMOVA	L, DEMO		
		DAMAGE TO UNKNOWN UTILITIES,LIFTS	AND OR SCAFFOLDING				
		+					
					- .		MO10 00
					Lota	Change	\$910.00
		+				-	
						<u> </u>	
		+					
						Total	\$14,843.00
***	,		🗆			Total	Ψ14,040.00
Water			e Work ☐ Stairs			15	
			time Necessary Ladde		Speci	al Equipme	ent/Notes
Our S			. —	Hoist			
Heigh			ic & Tape 🔲 📁 Eleva	tor 🔟			
Distai	nce Fi	om Truck to Work Area Extra	Man Required 🔲				

STAND BY TIME WILL BE CHARGED AT \$95.00 PER HOUR, PER MAN

Coker, Corbin

From: Ignacio Esparza <iesparza@ulmaconstruction.us>

Sent: Tuesday, June 7, 2022 7:31 AM

To: Coker, Corbin

Subject: [EXTERNAL] RE: ARCHER WESTERN. Camp Creek Shoring Issues

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you are expecting them and know the content is safe.

Corbin,

So far we would charge, including drawing revisions with design changes and additional shoring, as follows:

- Rental...... \$ 1,800 / 28 days

- Assembly drawings \$ 850 + \$350 + \$350 = **\$ 1,550**

- Stamped drawings (if required) \$ 1,200

- Calcs (if required) \$ 600

- Freight (each way) \$ 750 x 3= \$ 2,250 (so far 2 deliveries + 1 future return)

Let me know if you have any question.

Thanks

IGNACIO ESPARZA

Senior Sales Account Manager



ULMA FORM WORKS, INC.
Office Number: 770-910-7510
Mobile: 404-750-3110
www.ulmaconstruction.us
iesparza@ulmaconstruction.us

1500 Winder Highway • Dacula, Georgia 30019





Unit Price Schedule for Material ("Work"):						
ITEM NUMBER	DESCRIPTION	PHASE CODE	U.O.M.			
1	Class A Concrete (4,000 or 4,500 psi)	03.1113.06.02 - 08	CY			
2	4,000psi Grout	03.1113.06.02 - 08	CY			
3	Environmental Fee per Load	03.1113.06.02 - 08	EA			
4	Fuel Surcharge per Load	03.1113.06.02 - 08	EA			
5	Short Load Fee	03.1113.06.02 - 08	EA			
6	Hot or Cold Water	03.1113.06.02 - 08	CY			
7	7.75% Tax on Materials	03.1113.06.02 - 08	LS			

UNIT PRICE
\$137.000
\$160.000
\$10.000
\$10.000
\$135.000
\$8.000
\$1,382.520



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iten	n No.: 22-0663	Meeting Date: 9	9/21/2022
Departmen Senior Servi			
Request app License and (Nashville, Tinclude the electronic re upon BOC a Requireme In accordance County Man available for	Proval to award a configuration Master Services Agrands of Services Agrands of Services and Services management approval. Pent for Board Actions with Purchasing Configuration and Purchas	ntract without competing reement with Qualifact sting software hosted and of client health record on (Cite specific Board por Code Section 102-384 ing Department have a service, or construction	burpose, cost, timeframe, etc.) ition - Department of Senior Services, Software ets Systems, LLC f/k/a Qualifacts Systems, Inc. of by CareLogic Electronic Record System to amount not to exceed \$20,652.62 to provide dis in the Adult Day Health Program. Effective of the conducting a good faith review, and the electronic determined that there is only one source the tion item, the request shall be forwarded to the
Strategic P			, note strategic priority area below)
Commission All Districts District 1 District 2 District 3 District 4 District 5 District 6	on Districts Affect	ted	
Is this a pu Yes	rchasing item?		

Summary & Background:

Scope of Work: CareLogic Electronic is a web-based software application that facilitates the management of computerized data related to client records. This upgrade will allow the Department of Senior Services to utilize the CareLogic system to maintain an electronic recordkeeping system for

Agenda Item No.: 22-0663 Meeting Date: 9/21/2022

the Adult Day Health programs. The Department of Behavioral Health & Developmental Disabilities is currently utilizing this system.

Pursuant to and in accordance with Purchasing Code Section 102-384, this request meets the following category permitted as basis for conditions allowing the award of a contract without competition:

(4) When necessary to maintain compatibility with existing equipment or systems, only specified makes and models of technical equipment, software, and parts will satisfy the County's needs for additional units or replacement items, and only one source is available.

Community Impact: This project has no direct community impact.

Department Recommendation: The Department of Senior Services recommends the approval of this request.

Project Implications: Without this upgrade, all related tasks will have to be performed manually. This could impact the safety of client records and secure communications. Other implications include decreased efficiency in managing client records and storage issues.

Community Issues/Concerns: This system has been successfully used in the Fulton County Behavioral Health and provides a great benefit to their clients. The Department of Senior Services is anticipating a similar outcome.

Department Issues/Concerns: The Department is interested in implementing new technology that safeguards client records, removes requirement of manually transferring records between facilities and enhancing recordkeeping.

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: Statement of Work

Exhibit 2: Master Services Agreement

Exhibit 3: Memorandum - Requested Action

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

Ladisa Onviliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$20,652.62
TOTAL: \$20,652.62

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

100-183-18DH-1500: General Fund, Senior Services, Software License

Key Contract Terms	
Start Date: 9/7/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again? Yes

Report Period Start: Report Period End:



SOFTWARE LICENSE AND MASTER SERVICES AGREEMENT

Customer Name:	Fulton County Department of Health and Human Services		
Contact Name:	Patrice Harris, Executive Director		
Address:	99 Jesse Hill Drive SE, 4th Floor, Atlanta, GA 30303		
Phone Number:	404-730-1202		
Email Address:	Patrice.harris@fultoncountyga.gov		
Effective Date:	April 1, 2014		

This Software License and Master Services Agreement (the "Agreement") is made as of the Effective Date set forth above between Qualifacts Systems, Inc. ("Qualifacts"), a Delaware corporation having its principal place of business at 200 2nd Ave S., Nashville, Tennessee 37201, and Mitchell & McCormick, Inc., who is entering into this Agreement for the benefit of the Customer set forth above.

1. Definitions

- (a) <u>Concurrent Users</u>. "Concurrent Users" means the maximum number of Named Users accessing the CareLogic™ Software simultaneously at any point during the preceding month.
- (b) <u>Customer Data</u>. "Customer Data" means any of Customer's information, documents, or electronic files that are provided to Qualifacts hereunder.
- (c) <u>Documentation</u>. "Documentation" means any online or printed user manuals, functional specifications attached to this Master Agreement or Statements of Work that are provided to Customer by Qualifacts, and any derivative works of the foregoing.
- (d) <u>Error</u>. "Error" means any reproducible material failure of the Software to function in accordance with its Documentation.
- (e) <u>Named User</u>. "Named User" means a named individual to whom Customer has granted access to use the Software on Customer's behalf and who has agreed to the terms of Qualifacts' Named User License Agreement, regardless of whether or not the User actually accesses the Software in the month.
- (f) <u>P1 Error</u>. "P1 Error" means an Error in the Software that causes all of Customer's Named Users at a location or facility to be unable to access or use any of the critical functions of the Software, and for which no workaround is available.
- (g) P2 Error. "P2 Error" means an Error in the Software that causes either (i) some of Customer's Named Users to be unable to access or use any of the critical functions of the Software, or (ii) some, but not all, of the critical functions of the Software to be inaccessible or non-functional for all of Customer's Named Users at a location or facility, in either case where there is no workaround available.
- (h) P3 Error. "P3 Error" means an Error in the Software that is not a P1 Error or a P2 Error.
- (i) Product Enhancements. "Product Enhancements" means any new features, new modules, or other extensions or modifications of the Software requested by Customer and developed by Qualifacts pursuant to a Service Order Form, including but not limited to changes that are mandated by Federal or state regulatory changes or payor changes. "Product Enhancements" does not include new features, new modules, or extensions or modifications of the Software to the extent incorporated into a general Update.
- (j) <u>Service Order Form.</u> "Service Order Form" means a document signed by authorized representatives of both parties and itemizing the Software and services purchased by M&M on behalf of Customer thereunder.
- (k) <u>Software</u>. "Software" means those computer programs designated on one or more Service Orders Forms to be provided to Customer by Qualifacts hereunder, including any Product Enhancements and Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing.
- (l) <u>Support</u>. "Support" means the ongoing services by Qualifacts to support the Software as defined in Section '3 below.
- (m) <u>Train the Trainer Training</u>. "Train the Trainer Training" means the training program provided by Qualifacts to train Customer's

personnel who will be responsible for training the Customer's system end users.

(n) <u>Update</u>. "Update" means any patch, bug fix, release, version, modification or successor to the Software.

2. License

- (a) <u>License</u>. During the term and subject to the terms and conditions of this Agreement, Qualifacts hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software in object code form for its internal business purposes only. The license in the preceding sentence is limited to the number of Named Users for which Customer has paid in accordance with the applicable Service Order Form, and to Customer's external auditors to the extent required to perform an audit of Customer or its facilities. All rights in and to the Software not expressly granted herein are reserved to Qualifacts.
- (b) <u>License and Use Restrictions</u>. Customer's rights hereunder are subject to the condition precedent that Customer does not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party, nor attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.
- (c) <u>Customer Data</u>. Customer owns all right, title and interest in the Customer Data. By submitting Customer Data in connection with the use of the Software, Customer is deemed to have granted to Qualifacts, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for purposes of Customer's use of the Software. Qualifacts shall not use the Customer Data except as necessary to perform its obligations hereunder.
- (d) Named Users; Security. Except for maintaining the overall security of its Software and network, Qualifacts is not responsible for maintaining the security of user names and passwords granted to Customer or its Named Users, for the security of its information systems used to access the Software by Customer, and for Customer's users' compliance with the terms of this Agreement. If any of Customer's Customer System Administrators cease to be employed or engaged by Customer, M&M or Customer must immediately notify Qualifacts. Qualifacts has the right at any time to terminate access to any user if Qualifacts reasonable believes that such termination is necessary to preserve the security, integrity, or accessibility of the Software or Qualifacts' network.

3. Support and Training.

(a) <u>Services Generally</u>. Except as set forth herein, Qualifacts shall provide services and support as specified on the applicable Service Order Form. To the extent Qualifacts agrees to provide services not specified on a Service Order Form, M&M, on behalf of Customer, shall pay Qualifacts its then current services rate, plus expenses, for such services. Support does not include, and Qualifacts is not obligated to

provide services for, (i) development of Custom Enhancements, or (ii) any Service Change (as defined in Section 4(b) below).

- (b) <u>Updates</u>. Qualifacts shall deliver to Customer any Updates of the Software at no charge unless the Update includes third party components for which additional charges apply.
- (c) <u>Customer System Administrators</u>. Customer must have two designated Customer System Administrators, who will be the primary points-of-contact between Qualifacts and Customer for support issues. Customer System Administrators must also be Named Users. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Qualifacts.
- (d) <u>Support Procedures</u>. All Software-related support questions must be requested by a Customer System Administrator. If the Customer System Administrator is unable to resolve the issue, then the Customer System Administrator may contact Qualifacts for support. Qualifacts shall provide telephone help desk support to the Customer Support Administrators from 7:00 AM to 7:00 PM Central Time on each business day. The Customer Support Administrators may obtain afterhours support by calling the help desk and paging the on-call support personnel.
- (e) Response Times. In the event of a P1 or P2 Error, Qualifacts shall provide a preliminary response to Customer within two hours of its awareness of the Error, and shall use its reasonable efforts to provide updates to Customer every two hours until the Error is resolved. In the event of a P3 Error, Qualifacts shall provide a preliminary response to Customer within one business day of its awareness of the P3 Error, and shall use its reasonable efforts to provide updates to Customer once every week until the P3 Error is resolved.
- (f) Error Correction Times. Qualifacts shall use commercially reasonable efforts to correct all Errors. For P1 Errors, Qualifacts shall use its best efforts to correct the P1 Error or provide a reasonable workaround within 4 hours of its awareness of the P1 Error. For P2 Errors, Qualifacts shall use its best efforts to correct the P2 Error or provide a reasonable workaround within 2 business days of its awareness of the P2 Error. Qualifacts' obligations in this paragraph are subject to Customer providing such access, information, and support as Qualifacts may reasonably require in the process of resolving any Error.
- (g) <u>Support Exclusions</u>. Qualifacts is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support were created in whole or in part by:
 - (i) the acts, omissions, negligence or willful misconduct of Customer, including any unauthorized modifications of the Software or its operating environment;
 - (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Qualifacts' firewall);
 - (iii) Customer's use of the Software other than in accordance with the Software's documentation;
 - (iv) a Force Majeure Event; or
 - (v) Customer's use of any version of the Software more than 18 months after Qualifacts has released a successor version or sunset that Software.
- (h) <u>Support Fees</u>. Qualifacts has the right to bill M&M, on behalf of Customer, at its standard services rates for any support issues excluded by Section 3(g) above.
- (i) <u>Hosting Service Levels</u>. Qualifacts shall provide hosting for the Software. Provided that M&M is current with respect to all amounts owing to Qualifacts hereunder, Qualifacts shall comply with the following service level agreement with respect to the production environment:
 - (i) Qualifacts shall provide Customer with Software availability ("Uptime") of at least at 99%. during any calendar month beginning the first full calendar month during which the

Software is in live use by Customer (the "Live Date"), calculated on a monthly basis and subject to the exceptions below.

- (ii) The Software is considered unavailable for any period of time (measured in minutes) ("Downtime") during which the Software is materially impaired such that Customer or its Named Users cannot access the Software on Qualifacts' servers. Downtime does not include periods of time during which the Software is unavailable as a result of (a) Scheduled Maintenance, (b) the acts, omissions, negligence or willful misconduct of Customer, (c) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Qualifacts' firewall), or (d) a Force Majeure Event.
- (iii) "Scheduled Maintenance" means any planned maintenance by Qualifacts that might cause the Software to be unavailable to Customer or its End Users. Qualifacts shall not perform Scheduled Maintenance between the hours of 7:00 AM and 10:00 PM Central Time. Qualifacts shall make commercially reasonable efforts to notify Customer by e-mail at least 3 business days in advance of any Scheduled Maintenance.
- (iv) For any calendar month in which Uptime is less than 99%, Qualifacts shall issue a credit (a "Service Level Credit") against Customer's next invoice in an amount determined according to the following percentages of monthly recurring charges for the affected Software (excluding any one-time fees that Customer is paying on a monthly amortized basis):

Uptime Credit
At least 90% but less than 99% 5%
At least 80% but less than 90% 25%
Less than 80% 50%

- (j) <u>Limitation of Remedies</u>. Correction of Errors as defined in this Agreement and the Service Level Credits as set forth above are M&M's and Customer's sole remedies for any Errors in the Software or any failure by Qualifacts to meet the Uptime commitment set forth herein, except for the termination remedy set forth in Section 6(c) below. Service Level Credits for any month cannot exceed the amount of monthly recurring fees paid by M&M on behalf of Customer for that month.
- (k) <u>Training</u>. Qualifacts shall provide training as specified on the applicable Service Order Form.

4. Implementation

- (a) Project Plan. Upon execution of a Service Order Form for the Software, Customer and Qualifacts will cooperate in good faith create a plan (including a timetable) for the completion of the project (the "Project Plan"). Qualifacts and Customer will develop and implement the Software in accordance with this Project Plan.
- (b) Service Changes. Customer may request changes to a Service Order Form or Project Plan by delivering a written statement of the desired changes (a "Service Change Request"). Upon receipt of a Service Change Request, if Qualifacts is willing to consider implementing the changes, Qualifacts shall prepare a Service Change Form including any estimated impact of the requested change on costs and on the Project Plan. Once a Service Change Form has been executed by authorized representatives of both parties, then Qualifacts shall develop or implement the Software in accordance with the original Service Order Form as amended by the Service Change Form, and the executed Service Change Form will be deemed an amendment too, and a part of, the Service Order Form to which it relates. For further clarification. Qualifacts is not obligated to implement changes to a Service Order Form other than pursuant to a Service Change Form executed by authorized representatives of both parties.

- (c) Adjustments for Customer Delays. If Customer fails to meet any of its obligations or deadlines pursuant to the Project Plan, all subsequent deadlines applicable to Qualifacts will be adjusted by a number of business days equal to the delay by Customer. In addition, Qualifacts has the right to charge M&M, on behalf of Customer, its expenses and reasonable overhead for Qualifacts employees or independent contractors assigned to the Customer project who cannot be reasonably reassigned during the period of the delay.
- (d) Product Enhancements. At no charge to M&M, Qualifacts shall modify the Software to implement any changes mandated by Federal regulatory changes that are applicable to all customers. To the extent that a customer requires a modification to the Software to implement state or local regulatory changes or changes mandated by a payor or MCO, that modification will be treated as a Product Enhancement for all affected customers, and Qualifacts shall provide that Product Enhancement at its then current time and materials rates, with each affected Customer paying an equal portion of the total cost. Qualifacts shall provide M&M with a Service Order Form that identifies the total cost as well as Customer's pro rata portion.

5. Financial Terms

- (a) Fees. In return for the products, services and licenses provided by Qualifacts to Customer hereunder and pursuant to a Service Order Form, M&M, on behalf of Customer, shall pay to Qualifacts the fees in the amount and on the schedule set forth on the Service Order Form. Unless specified to the contrary on a Service Order Form, monthly recurring fees will commence upon the Effective Date. All dollar amounts refer to U.S. dollars.
- (b) Expenses. M&M, on behalf of Customer, shall reimburse Qualifacts for its reasonable and necessary expenses (including travel and travel-related expenses).
- (c) <u>Billing Practices</u>. Qualifacts bills all time-based charges in quarter hour increments. For services provided on-site on Customer premises and require travel of more than 50 miles, M&M, on behalf of Customer, shall pay for a minimum of 8 hours for each such day of services, plus travel time.
- (d) Payment Terms. Qualifacts shall invoice M&M, on behalf of Customer, monthly in advance for all recurring charges, which invoices will also include all non-recurring charges and expenses incurred since the previous invoice. Qualifacts shall set off all such invoiced amounts against any amounts owed by Qualifacts to M&M, as set forth in that certain Addendum to Customer Acquisition Agreement between M&M and Qualifacts, but only to the extend there are sufficient amounts for Qualifacts to set off. With respect to any invoices for which Qualifacts is unable to set off the full amount, M&M, on behalf of Customer, shall pay all Qualifacts invoices within 30 days of the invoice date. If M&M is delinquent in payment of any portion of an invoice that it has not disputed in good faith and for which there is not a sufficient amount to set off, Qualifacts may, in addition to other remedies it may have, including termination, suspend access to the Software to any or all of Customer's Named Users and/or provision of all services to Customer. M&M, on behalf of Customer, agrees to pay interest on delinquent amounts at the rate of one and one half percent (11/2%) per month (or, if lower, the maximum amount permitted by law) that a payment is overdue.
- (e) <u>Taxes.</u> M&M, on behalf of Customer, shall pay or shall reimburse Qualifacts for all sales taxes and other taxes, however characterized by the taxing authority, based upon the license fees or other charges under this Agreement or otherwise incurred on account of Customer's use of the Software, except for any taxes based upon Qualifacts' net income or gross receipts or for any franchise or excise taxes owed by Qualifacts.
- (f) <u>Product Innovation Increases</u>. In order to support Qualifacts' ongoing research and development of the Software, after each year of the Agreement Customer's Monthly Recurring Charges will

automatically increase by \$5 per Concurrent User. This increase does not apply to any fees hereunder where Qualifacts has the express right to charge at its then current rates, in which case the fees will be Qualifacts then current rates.

6. Term and Termination

- (a) <u>Term</u>. The term of this Agreement commences on the Effective Date hereof and will continue for an initial term of one year. Thereafter, this Agreement will automatically renew for an unlimited number of additional one year terms unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term.
- (b) <u>Termination for Cause</u>. Either party can terminate this Agreement for cause upon written notice to the other party:
 - (i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed:
 - (ii) in the case of Qualifacts, immediately upon any breach by Customer of Section 2(b) above;
 - (iii) immediately upon any breach of any confidentiality obligations owed to such party by the other party;
 - (iv) if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or
 - (v) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.
- (c) <u>Termination for Repeated SLA Violations</u>. If Qualifacts fails to achieve the Service Level Agreements specified in Section 3(i) above for any 3 consecutive months, or for any 6 months during any 12 consecutive month period, then M&M has the right to terminate this Agreement on 90 days prior written notice delivered at any time during the 60 day period immediately following the month in which the termination right first arises.
- (d) <u>Obligations Upon Termination</u>. Upon termination of this Agreement:
 - (i) Qualifacts shall, within 30 days of termination, send Customer an electronic copy of its Customer Data in a structured file export;
 - (ii) Qualifacts shall immediately terminate access to the Software by Customer and its Named Users; and
 - (iii) M&M, on behalf of Customer, shall immediately pay Qualifacts any amounts payable or accrued but not yet payable to Qualifacts, including any deferred payments or payments originally to be made over time.

7. Confidentiality: Protected Health Information

- (a) <u>Disclosures of Protected Health Information</u>. The parties shall comply with the terms and conditions of the Business Associate Agreement entered into between the parties. It is understood that individual written consent or authorization is not ordinarily required under HIPAA to allow Qualifacts to use or disclose Protected Health Information needed to enable Qualifacts to perform services for Customer. However, if HIPAA or other applicable provisions of state or federal law require Customer or Qualifacts to obtain written consent or authorization from an individual to permit Qualifacts to use or disclose individually identifiable health information, Customer must provide Qualifacts with a copy of the properly executed legal document permitting such use and disclosure.
- (b) <u>Definition of Confidential Information</u>. "Confidential Information" means any and all tangible and intangible information

(whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that Company is obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder.

- (c) Exclusions. Notwithstanding the above, the term "Confidential Information" does not include any information that is either:
 - (i) readily discernible from publicly-available products or literature; or
 - (ii) approved for disclosure by prior written permission of an executive officer of the disclosing party; or
 - (iii) Protected Health Information.
- (d) <u>Use of Confidential Information</u>. Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and it shall not disclose the Confidential Information to any other persons without the disclosing party's express written authorization.
- (e) Required Disclosures. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.
- (f) <u>Return of Information</u>. If a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.
- (g) <u>Survival</u>. The parties hereto covenant and agree that this Section 7 will survive the expiration, termination, or cancellation of this Agreement for a period of 3 years, except for Confidential Information described in Section 7(b)(A), with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret, and except for Section 7(a), which will survive indefinitely.

8. Disclaimers and Limitations

(a) <u>Disclaimer of Warranties</u>. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, QUALIFACTS MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, QUALIFACTS DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY QUALIFACTS, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. QUALIFACTS MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED

WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

- (b) <u>Disclaimer of Consequential Damages</u>. QUALIFACTS HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER *OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF QUALIFACTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER. CUSTOMER'S SOLE REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY QUALIFACTS ARE CORRECTION OF ERRORS AS SET FORTH HEREIN AND THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH AND THE APPLICATION OF ANY SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, QUALIFACTS' TOTAL LIABILITY TO M&M OR CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF NEGLIGENCE. CONTRACT. STRICT LIABILITY. MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO QUALIFACTS BY M&M ON BEHALF OF THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SOFTWARE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

9. General

- (a) Ownership of Intellectual Property. Qualifacts owns all right, title and interest in and to the Software and Documentation as well as all Qualifacts trademarks and intellectual property rights in connection therewith. To the extent that such rights do not automatically vest in Qualifacts as works made for hire, Customer hereby assigns any and all right, title and interest, including any intellectual property rights, it may have or acquire with respect to the Software and Documentation, and Customer agrees, at Qualifacts' expense, to take any and all actions reasonably requested by Qualifacts to secure such rights for Qualifacts. Customer shall not challenge Qualifacts' ownership of the Software or Documentation nor any part thereof.
- (b) <u>Promotional Materials</u>. Either party may include statements, and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a user of the Software.
- (c) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The

relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

- (d) <u>Assignment</u>. Neither M&M nor Customer shall assign any of its rights under this Agreement, except with the prior written consent of Qualifacts. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.
- (e) Governing Law; Venue. The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Except as set forth in Section 9(f) below, any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Nashville, Tennessee, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Nashville, Tennessee; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (f) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Nashville, Tennessee in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect trademarks, copyrights, or other rights or property pending the establishment of the arbitral tribunal or its determination of the merits of the controversy. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorneys' fees and expenses, to the prevailing party.
- (g) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.
- (h) Entire Agreement. This Agreement and any Service Order Forms hereunder constitute the final agreement between the parties. In

the event of any conflicts between this Agreement and a Service Order Form, the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to override a specific provision of the controlling document. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

- (i) <u>Amendments</u>. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.
- (j) <u>Survival of Certain Provisions</u>. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 8, and 9 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.
- (k) No Federal Claims. Both parties agree that the Software is proprietary operating/vendor software as that term is used in of 45 CFR 95.617(c) and is not subject to any state or federal claims or rights.
- (l) <u>Authorized Representatives</u>. The individual signing on behalf of each party below represents and warrants to the other party that such individual is authorized to enter into this contract on behalf of, and to bind, the party for which he or she is signing.

QUALIFACTS SYSTEMS, INC.

Print: Za As a Mazana

Title: If KNANCE

M&M By: 3

Print: 1/ WK (15en not)

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent

Department of Purchasing & Contract Compliance

Ladisa Onyiliogwu, Director
Department of Senior Services FROM:

DATE: August 16, 2022

RE: Qualifacts System, CareLogic-Software Upgrade

Request approval to award contract without competition-REQUESTED ACTION: Department of Senior Services, to upgrade existing software, hosted by Qualifacts Systems, CareLogic Electronic Record System (ERS)

> Qualifacts Systems LLC. 315 Deadrick Street Suite - 2300 Nashville, TN 37238

PURPOSE: To implement an electronic records management system for Senior Services that will facilitate secure and efficient record keeping in the Adult Day Health Program.

DISUCSSION: The Senior Services Department will upgrade computer software used to store and manage client records. The department is recommending that the selected vendor, Qualifacts Systems, LLC, be awarded the contract. The vendor has provided/met all special conditions set forth in the specifications.

The purchase order set-up amount is twenty thousand six hundred and fifty-two dollars and sixty-two cents (US \$\$20,652.62).

If you have any questions, please contact Stacey Gray-Hill, Financial Systems Administrator at (404) 612-3894.

Cc: Stacey Gray-Hill, Financial Systems Administrator



STATEMENT OF WORK

Customer Name:	Fulton County Department of Behavioral Health and Developmental Disabilities
Contact Name:	Ladisa Onyiliogwu
Address:	141 Pryor Street, Suite 1031, Atlanta, GA 30303
Phone Number:	(404) 612-1665
Email Address:	Ladisa.onyiliogwu@fultoncountyga.gov
Effective Date:	{{_es_signer3_date}}

This Statement of Work is subject to the terms, conditions and obligations of the current Software License and Master Services Agreement between Qualifacts Systems, LLC f/k/a Qualifacts Systems, Inc. and Customer (collectively, the Parties).

- 1. The Parties agree that the work set forth in this SOW will be performed on a Time & Materials basis @ \$185.00 per hour.
- 2. Any work requested outside of this SOW will require a new SOW or a Service Change Form and will be charged at Vendor's then current standard rate unless otherwise specified therein.

The Parties have executed this Statement of Work as of the Effective Date set forth above.

Customer Name:	Fulton County Department of Behavioral Health and Developmental Disabilities	
Intacct ID:	FULCO	
Project Contact Name:	Erica Flack	
Project Contact Email:	erica.flack@fultoncountyga.gov	
Authorized Signer Name:	Ladisa Onyiliogwu	
Authorized Signer Email:	nail: Ladisa.onyiliogwu@fultoncountyga.gov	
Project Description:	Software Upgrade to include the Fulton County Department of Senior Services	
Product:	Customer Success	
Date Requested:	May 25, 2022	
Soffront Ticket #:		
Jira Ticket #		

Deliverable/Report Name

Software Upgrade to include the Fulton County Department of Senior Services

Description/Deliverable

Included in the scope of effort:

- · Org/Program/Activity/Procedure Codes/Fees/APMs/Payer Plan Fee Matrices- QSI Review of agency setup
- · Service document review and build outs
- · GL changes- Review agency setup
- Treatment Plan setup
- · Other Clinical Workflows
- Other CareLogic modules/functionality if necessary (eMAR, etc.)
- Other employee/staff updates
- Privileging / Menu Management
- Post go-live support
- · Client data conversion
- Training- SME/Super User This process follows the original implementation process for your other Fulton County program with limited assistance needed from CareLogic and will require your teams' participation (project manager, subject matter experts clinical and billing, system administrator, trainer).

#	Product	Unit	Hours	T & M Per Hour Cost	Total Price
1.	Customer Success	Per Statement of Work	55.00	\$185.00	\$10,175.00
			Total On	e-Time Charges:	\$10,175.00

^{*}Invoicing for this SOW will be within 5 business days of the Effective Date and with terms of Net30.



*All one-time costs are estimates based on the initial project scoping. Final one-time costs will be determined based on the actual hours needed to complete the specific project and any additional hours over the projected hours listed above will be invoiced upon delivery of the specific deliverable listed in this SOW. Any partial hours will be rounded up and billed for one (1) full hour.

NOTE: ANY CUSTOMER CHANGE TO PROJECT SCOPE MAY ADD TO THE COST OF THIS PROJECT.

If an onsite trip is required, expenses will be paid as incurred and will include reasonable/typical flight, hotel, airport parking, any tolls, rental car, gas, and per diem for meals. <u>All expenses are billed after incurred.</u> Customer will provide all training materials (including training rooms, computers, and projectors).



SERVICE CHANGE FORM

Customer Name:	Fulton County Department of Behavioral Health and Developmental Disabilities
Contact Name:	Ladisa Onyiliogwu
Address:	141 Pryor Street, Suite 1031, Atlanta, GA 30303
Phone Number:	(404) 612-1665
Email Address:	Ladisa.onyiliogwu@fultoncountyga.gov
Effective Date:	{{_es_signer3_date}}
Platform:	CareLogic

The Software License and Master Services Agreement ("Agreement") between Qualifacts Systems, LLC f/k/a Qualifacts Systems, Inc. ("Qualifacts') and the Customer identified above ("Customer"), as the same may have been modified prior to the date hereof, is hereby amended and modified as set forth below. All terms and conditions of the Agreement not expressly modified by, or in conflict with, this Service Change Form ("SCF") shall remain in full force and effect. Any capitalized terms used herein and not defined shall have the meanings given them in the Agreement.

The original or copies, including facsimile transmissions, of this SCF may be executed in counterparts, each of which shall be an original against any party whose signature appears on such counterpart and all of which together shall constitute one and the same agreement. Authorized representatives of the parties have executed this SCF, effective upon the last date below ("SCF Effective Date").

MODIFICATION IN CUSTOMER'S MONTHLY RECURRING CHARGES

EFFECTIVE {{_ES_SIGNER3_DATE}}, THE FOLLOWING MONTHLY RECURRING CHARGES HAVE BEEN DELETED FROM CUSTOMER'S BUSINESS SERVICES AGREEMENT. ALL OTHER MONTHLY RECURRING CHARGES AND SERVICE REMAINS UNCHANGED.

Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
CareLogic Core Software - Concurrent	10/1/2022	3/31/2023	Per Concurrent User	25	\$194.03	\$4,850.75
Total Monthly Charges:						\$4,850.75

MODIFICATION IN CUSTOMER'S MONTHLY RECURRING CHARGES

EFFECTIVE {{_ES_SIGNER3_DATE}} THE FOLLOWING MONTHLY RECURRING CHARGES HAVE BEEN ADDED TO CUSTOMER'S AGREEMENT:

Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
CareLogic Core Software - Concurrent	10/1/2022	3/31/2023	Per Concurrent User	43	\$194.03	\$8,343.29
			Total Monthly	Charges		\$8,343.29

Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of Users/Prescribers for that month. Invoicing will begin upon effective date and will be reflected on the next invoicing cycle if not otherwise noted in the product language.

This SCF may be executed and delivered by electronic means in separate counterparts, including electronic mail PDF counterparts, each of which shall constitute an original, and all such counterparts shall constitute one and the same instrument.



The parties, through their undersigned authorized representatives, have entered into this SCF as of the Effective Date set forth above.

FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

By: {{_es_signer3_signature}}

Print: {{_es_signer3_fullname}}

Title: {{_es_signer3_title}}

Date: {{_es_signer3_date}}

QUALIFACTS SYSTEMS, LLC

By: {{_es_signer2_signature}}

Print: {{_es_signer2_fullname}}

Title: {{_es_signer2_title}}

Date: {{_es_signer2_date}}



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	No .: 22-0664	Meeting Date: 9/21/2022
Department Senior Service		
Seriioi Service	;5	
Requested A	Action	
repair services	s provided to nine	tstanding Meals on Wheels Atlanta, Inc. (MOWA) invoices for minor constituent homes in a total amount not to exceed \$19,131.26. This on BOC approval.
In accordance	with O.C.G.A. Se	on (Cite specific Board policy, statute or code requirement) ection 36-10-1, all contracts with Fulton County must be in writing or of the Board of Commissioners.
_	ority Area relat uman Services	ed to this item (If yes, note strategic priority area below)
Commission	Districts Affec	ted
	\boxtimes	
District 6	_ 7	

Is this a purchasing item?

No

Summary & Background Due to performance issue with the contractor, the Department of Senior Services (Department) did not renew the home repair contract with Greenheart Construction on December 31, 2021. This decision was made after issuing a corrective action plan and monitoring performance. In the interim and in an effort to address constituent complaints regarding pending home repair issues caused by the contractor, the Department used Meals on Wheels Atlanta, Inc. (MOWA), a prior County vendor, to facilitate minor repairs. However, this was a Department error because the contract MOWA had with the County had expired. This request will allow repair expenses, in the amount of \$19,131.26, to be paid, notwithstanding expiration of the MOWA contract. The request is being made because MOWA is a former contractor with the County and the services provided benefitted Fulton County seniors. The Department has since obtained BOC approval, on

Agenda Item No.: 22-0664	Meeting Date	e: 9/2′	/2022
May 18, 2022, Agenda item and Allusions Design and Co		ew ho	me repair contractors, Energy Construction
Community Impact: The secontinue to be active in their		WA er	nabled seniors to remain in their home and
Department Recommendatitem.	tion: The Department o	f Sen	or Services recommends approval of this
Project Implications: Appro	oval of this request ensu	ıres fi	scal compliance.
Community Issues/Concer	'ns: There are no comn	nunity	issues or concerns regarding this action.
Department will address thro	ough training and policy	revie	nd compliance are concerns that the w. The Department is also concerned that if payment of a service rendered by a prior
Contract & Compliance I	nformation (Provide Con	ntractor	and Subcontractor details.)
Not Applicable			
Exhibits Attached			
Contact Information (Type	Name, Title, Agency and P	hone)	
Ladisa Onyiliogwu, Director,	Department of Senior S	Servic	e, 404-281-4042
Contract Attached			
Previous Contracts			
Total Contract Value			
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$0.00 \$0.00 \$19,131.26 \$19,131.26		
Grant Information Summ	nary		
Amount Requested: Match Required:			Cash In-Kind

Start Date:

Approval to Award

Agenda Item No.: 22-0664	Meeting Date: 9/21/2022
End Date: Match Account \$:	☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-183-18HR-1160: General Funds, Senior Services, Professional Services

Key Contract Terms	
Start Date: Click here to enter a date.	End Date: Click here to enter a date.
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again? Yes

Report Period Start: Report Period End:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iten	n No.: 22-0665	Meeting Date: 9/21/2022	
Departmen	it and Asset Managen	nent	
i (Cai LState)	and Asset Managen	nent	
Request app Improvemen the purpose	proval of an Indemni It (Indemnification A installing and consti	opriate Action or Motion, purpose, cost, timeframe fication, Maintenance, and Land Use A greement) between Fulton County and ructing multi-trail improvements within ell Road, Sandy Springs, Georgia.	Agreement for Private I the City of Sandy Springs for
Fulton County County Code (Required Imbuilding, pole easements, i [Director of F	ty is authorized to gree, Subpart B-Code comprovements), Sections, Sections, Sections, Sign or other vertical resulting vehicular and Public Works]."	on (Cite specific Board policy, statute or code recorant an encroachment on its sewer easy of Resolutions - Appendix A - Subdivision 9.5.5.C, which states the following cal structure shall be constructed in saccess easements around structures, values of the state o	sement pursuant to Fulton ion Regulations, Article IX in part: "No retaining wall, anitary and storm sewer without approval from the
_	Priority Area relate esponsible Governm	ed to this item (If yes, note strategic priorit nent	y area below)
Commissio	on Districts Affec	ted	
All Districts			
District 1			
District 2			
District 3			
District 4			
District 5			
District 6			
ls this a pu	rchasing 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: The Fulton County Department of Real Estate and Asset Management received a request from the City of Sandy Springs requesting the approval of the Fulton County Board of

Agenda Item No.: 22-0665 Meeting Date: 9/21/2022

Commissioners to install, construct and maintain trail improvements within an existing Fulton County Sewer Easement at 7600 Roswell Road, Sandy Springs, Georgia.

The Department of Public works has completed an onsite assessment of the encroachment areas and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is granted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of improvements within the County's sewer easement area at 7600 Roswell Road, Sandy Springs, Georgia.

Community Impact: If approved, the Indemnification Agreement will grant the City of Sandy Springs the conditional approval to construct and maintain a multi-use trail for public use within an existing Fulton County sewer easement area.

Department Recommendation: The Department of Real Estate and Asset Management accepts the conclusion of the Department of Public Works to accept the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to the sanitary sewer service or access to the sanitary sewer line will result from allowing the City of Sandy Springs to construct a multi-use trail within the County's sewer easement.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT,	made this	day of		, 2022,	between CIT	Y
OF SANDY SPRINGS						
Georgia, its successors	s, affiliates	and assigns, as	Indemnitor (hereinafter, a	as "City"), an	d
FULTON COUNTY, a	political sul	odivision of the S	tate of Georgia	a (hereinafter,	"the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

- 1. Fulton County grants <u>City</u>, "the License" to enter within a portion of its sanitary sewer easements as referenced in and recorded at <u>Deed Book 6035</u>; <u>Page 392 and Deed Book 61650</u>; <u>Pages 18-22</u> of Fulton County, Georgia records, as more fully described in <u>Exhibit "A"</u> which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain improvements ("Trail Improvements") at its sole cost and responsibility as same is more fully described in Exhibit "A".
- 2. With respect to this License, City shall install and construct the Trail Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. <u>City</u> will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Trail Improvements.
- 3. This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County. The County shall provide at least thirty (30) days' written notice prior to terminating this License.
- 4. <u>City</u> may terminate this License and Agreement by written notice to the County and shall remove the Trail Improvement at its sole costs and return the area to its natural vegetative state.
- 5. <u>City</u> shall perform all work on the Trail Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.
- Fulton County personnel and /or agents shall have free access to and across the Trail
 Improvements to perform routine maintenance and any emergency repairs to the existing public
 improvements when needed to protect the health, safety and general welfare of the public.
- 7. <u>City</u> shall be solely responsible for the maintenance, repair and replacement of the Trail Improvements and the County grants <u>City</u> a right of access in order to carry out these obligations.
- 8. Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least ten (10) days' notice to <u>City</u>, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, <u>City</u> must cure all defects specified by the County in its notice, such defects being reasonably determined to exist by the County, and within the time reasonably specified by the County.

Failure on the part of <u>City</u> to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, after ten (10) days' notice the County may, but shall not be required to, cure any such defect at the sole cost and expense of <u>City</u>. The County may, after thirty (30) days' notice, elect to terminate the License at will and remove the Trail Improvements without liability for loss or damage for such removal. Fulton County shall remove the Trail Improvements so as not to damage other portions of <u>City's</u> property and is granted a right of entry by <u>City</u> on the other portions of <u>City's</u> property to effectuate the repair, if necessary.

- 9. To the fullest extent allowable by law, <u>City</u> hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of City, its employees, subcontractors, or assigns in the performance of this License or Agreement. <u>City</u>, further warrants that it possesses the right to implement the Trail Improvements from the full and true owner who has clear title to the property in which the Trail Improvements will be made, as is defined in <u>Exhibit "A"</u>, attached hereto and incorporated herein by reference.
- 10. <u>City</u> agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Trail Improvements. After 10 days' notice, at its election the County may repair or replace the damaged utility and assess all costs against <u>City</u>.
- 11. This License and Agreement shall be binding upon <u>City</u>, its assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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.
- 12. This License and Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.
- 13. All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (I) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY:

Fulton County

Director of Public Works

141 Pryor Street, SW, 6th. Floor

Atlanta, GA. 30303

with a copy to:

County Attorney

Office of the County Attorney 141 Pryor Street, SW, Suite 4038

Atlanta, GA. 30303

CITY:

City of Sandy Springs

Kerry E. Missel, Land Administration Manager

1 Galambos Way

Sandy Springs, GA 30328

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

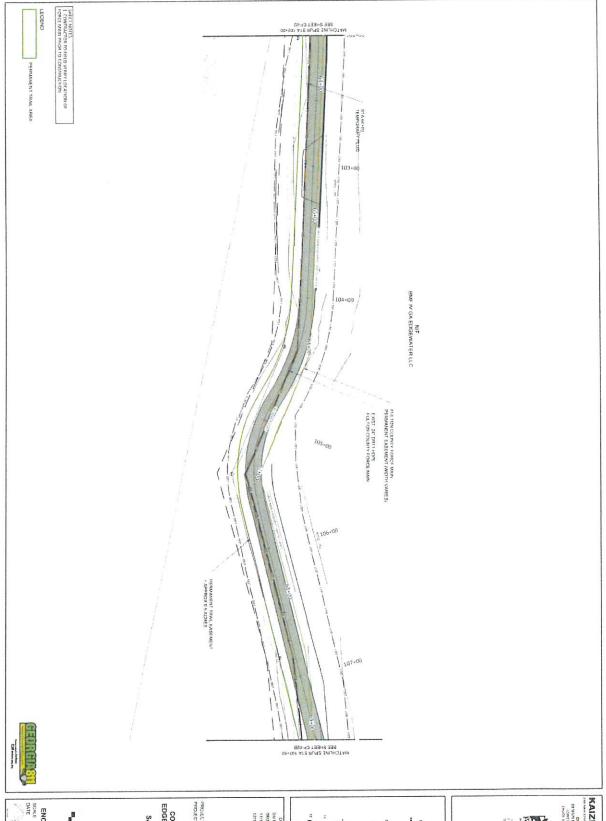
	CITY OF SANDY SPRINGS, GEORGIA
	Russell K. Paul, Mayor
Attest: Raque (1) Gonzalez, City Clenk (Scall) SANDY SPRINGS O E O R O I A	Dan Lee, City Attorney
Attest:	FULTON COUNTY, GEORGIA
	Ву:
Clerk of the Commission	Chairman, Board of Commissioners
APPROVED AS TO CONTENT:	APPROVED AS TO FORM:
David E. Clark, P.E., Director Department of Public Works	County Attorney





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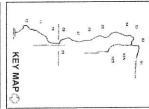




SANDY SPRINGS, GA

MORGAN FALLS CONNECTOR PHASE 2A EDGEWATER APARTMENTS PROJECT MANAGER CMA

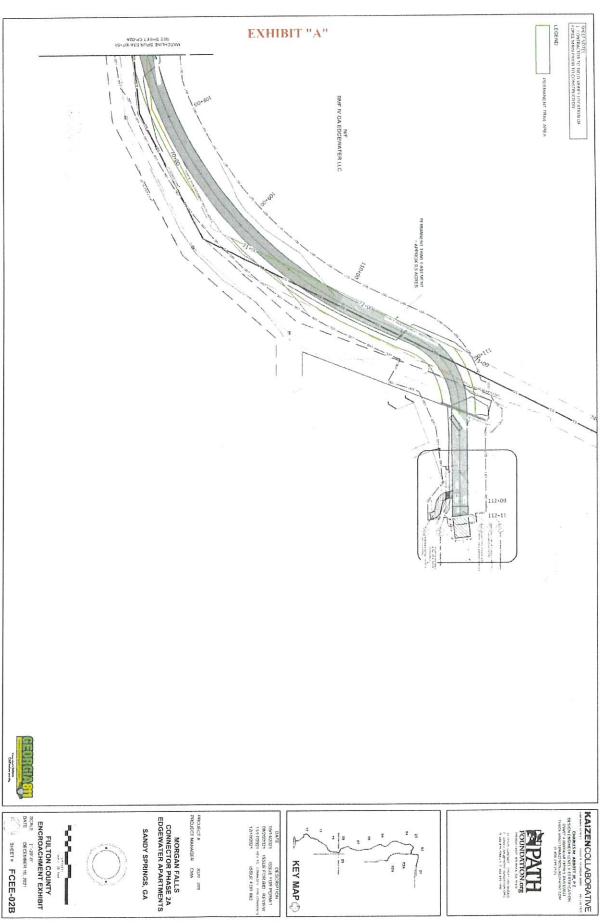
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D. ANN J PR. 58-71

KAIZENCOLLABORATIVE



SANDY SPRINGS, GA

MORGAN FALLS CONNECTOR PHASE 2A EDGEWATER APARTMENTS

PROJECT MANAGER CMA

DATE DESCRIPTION
DISTANCE I ISSUE FOR PERMIT
DISCOSSI ISSUE FOR RED. REVIEW
1017/2021 FOR ELEMENTY FOR CHAPTER
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KEY MAP

STATE OF GEORGIA COUNTY OF FULTON

A RESOLUTION AUTHORIZING AN INDEMNIFICATION, MAINTENANCE, AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT WITH FULTON COUNTY ON PROPERTY LYING IN LAND LOT 76 IN THE 17TH DISTRICT, FULTON COUNTY, SANDY SPRINGS, GEORGIA (TAX ID# 17-0076- LL-017-8) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on October 15, 2019, the City of Sandy Springs ("City") adopted a Trail Master Plan to guide future capital program priorities; and

WHEREAS, Segment 2A was identified in the Trail Master Plan as one of the segments within the 10-year Implementation Strategy; and

WHEREAS, Segment 2A will begin at Overlook Park, following along Morgan Falls Road as a greenway trail to the Chattahoochee River, crossing through Georgia Power Company and Fulton County property, heading eastward through Bridge Properties' parcel, connecting around Orkin Lake and along Cimarron Parkway, and terminating at Roswell Road; and

WHEREAS, Segment 2A will cross certain property located at 7600 Roswell Road, known as the Edgewater Apartment property, in Land Lot 76 of the 17th District, Fulton County, City of Sandy Springs, Georgia (Tax Id# 17-0076 – LL-017-8) ("Property"), and owned by BMF IV GA Edgewater LLC ("Owner"); and

WHEREAS, Segment 2A must enter into and cross over existing sanitary sewer easements that Fulton County possesses and maintains on the Property ("Easements"); and

WHEREAS, Fulton County desires to grant to the City a license to enter a portion of its Easements to construct, repair and replace, from time to time as may be needed, certain improvements for construction of the Segment on the Property, at the City's sole cost and responsibility, pursuant to the attached Indemnification, Maintenance, and Land Use Agreement for Private Improvement ("Agreement"); and

WHEREAS, the Department of Recreation and Parks, in response to the guidance provided by the City Manager, has reviewed this matter and recommends that Mayor and Council approve the Agreement with Fulton County for the license described above, and to authorize the Mayor to execute the same;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA:

- 1. That the Agreement is hereby approved.
- 2. That the Mayor is hereby authorized to execute the Agreement.
- 3. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Agreement as may be deemed necessary to effectuate the intent of this resolution.
- 4. That the City Attorney and the City Manager are hereby authorized to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

 ${\tt RESOLVED} \ this \ 19th \ day \ of \ April, 2022.$

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iten	m No.: 22-0666	Meeting Date: 9/21/2022	2
Departmen Police	ıt		
Request app Repair Servi automobile r	proval to renew an exces in the amount of epair services for the	of \$75,000.00 with Moon's Serv the Police Department's fleet. Th	cost, timeframe, etc.) Ement, 20ITB126459B-YJ, Automobile ice Center (Mableton, GA) to provide his action exercises the second of two January 1, 2023 through December
In accordance all renewal r	ce with Purchasing requests to the Boa		te or code requirement) Purchasing Department shall present 90 days prior to the contract renewal
Strategic P Justice and	•	ed to this item (If yes, note stra	tegic priority area below)
Commission All Districts District 1 District 2 District 3 District 4 District 5 District 6	on Districts Affect	ted	
Is this a pu	rchasing 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: The Police Department requests renewal of an existing contract to provide replacement parts, maintenance service (scheduled), repairs and labor for marked and unmarked police vehicles on an as needed basis. This contract includes the entire fleet of approximately 50 vehicles and vehicles used for driver training at the Academy.

Agenda Item No.: 22-0666 Meeting Date: 9/21/2022

Community Impact: Automobile repair service is needed to reduce break downs and keep the Police Department's fleet operating smoothly and safely while rendering police services.

Department Recommendation: The Police Department recommends approval.

Project Implications: Maintaining service vehicles will be performed by this contractor.

Community Issues/Concerns: There are no community issues/concerns.

Department Issues/Concerns: The Police Department must have vehicles that are serviced properly and ready for use twenty-four hours per day.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0802	11/4/2020	\$75,000.00
1st Renewal	21-0738	10/06/2021	\$75,000.00
2 nd Renewal			\$75,000.00
Total Revised Amount			\$225,000.00

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

Contract Value: \$75,000.00

Prime Vendor: Moon's Service Center

Prime Status: Non-Minority

Location: Mableton, GA County: Cobb County

Prime Value: \$75,000.00 or 100.00%

Total Contract Value: \$75,000.00 or 100.00%

Total M/FBE 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)

W. Wade Yates, Chief of Police, 404-613-5705

Contract Attached

Agenda Item No.: 22-0666	Meeting Date: 9/21/2022
No	
Previous Contracts	
Yes	
Total Contract Value	
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$75,000.00 \$75,000.00 \$75,000.00 \$225,000.00
Grant Information Summ	ary
Amount Requested: Match Required: Start Date: End Date: Match Account \$:	□ Cash□ In-Kind□ Approval to Award□ Apply & Accept
Fiscal Impact / Funding S	Source
Funding Line 1:	
301-320-3201-1110, South F (Uniform Patrol) \$55,000	ulton Sub-District, Police Department, Vehicle Maintenance & Repairs
Funding Line 2:	
100-320-5207-1110, Genera \$20,000	I Fund, Police Department, Vehicle Maintenance & Repairs (Security)
Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: Second of two renewals.

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

Agenda Item No.: 22-0666 Meeting Date: 9/21/2022

4/1/2022 6/30/2022



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP# NUMBER: 20ITB126459B-YJ

BID/RFP# TITLE: Automobile Repair Services

ORIGINAL APPROVAL DATE: December 16, 2021

RENEWAL EFFECTIVE DATES: January 1, 2023 to December 31, 2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$75,000

COMPANY'S NAME: Moon's Service Center

ADDRESS: 6981 Mableton Parkway, SE

CITY: Atlanta

STATE: Georgia

ZIP: 30126

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:

FULTON COUNTY, GEORGIA	MOON'S SERVICE CENTER
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Ed Moon Owner
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 Fulton County Police Department	Notary Public
	County:
	Commission Expires:
	(Affix Notary Seal)
	TITEM!
ITEM#: RCS:	ITEM#: RM: REGULAR MEETING

Contract Renewal Evaluation Form

Date:	August 16, 2022
Department:	POLICE
Contract Number:	20ITB126459B-YJ
Contract Title:	Automobile Repair 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.

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

Invoices are reviewed by the Fleet Manager 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:

	Date of search:	August 16, 2022
	Price found:	\$102.99
Different	features / Conditions:	None
Percent difference between internet pri	ce and renewal price:	15%

Explanation / Notes:

Four Wheel Alignment

Internet Vendor: Tire Plus Billing Rate: \$102.99
Current Vendor: Moon's Service Center Billing Rate: \$89.00

Market Survey of other jurisdictions:

Date contacted:	August 16	5, 2022
Jurisdiction Name / Contact name:		outh Fulton Fleet ince –Lt. Alexande
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 renew price:	al N/A	
Are they aware of any new vendors?	☐ Yes	⊠ No
Are they aware of a reduction in pricing in this industry?	□ Yes	⊠ No
How does pricing compare to Fulton County's award contra	act? much as	n the range as City of South 30% lower than
Fulton County Police Department Rat	te: \$89.00 outcome):	
N/A 3. What was the actual expenditure (from the AMS system) spe year? \$75,000.00	ent for this contract f	or previous fiscal
I. Does the renewal option include an adjustment for inflation? (Information can be obtained from CPI index)	? □ Yes	⊠ No
Was it part of the initial contract?	□ Yes	⊠ No
Date of last purchase:	N/A	
Price paid:	N/A	
Inflation rate:	N/A	

3.

4.

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	
 Has an analysis been conducted to determine if this service of Image in the Image	an be performed in-house? ☐ Yes
7. What would be the impact on your department if this contract	was not approved?
Without a contract approval, the agency's fleet vehicles will be out of s due to mechanical issues beyond the department's resources to repair	
Elaine Smith	August 16, 2022
Prepared by	Date
Chief W. Wade Yates	August 17, 2022
Department Head	Date



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP# NUMBER: 20ITB126459B-YJ

BID/RFP# TITLE: Automobile Repair Services

ORIGINAL APPROVAL DATE: December 16, 2021

RENEWAL EFFECTIVE DATES: January 1, 2023 to December 31, 2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 75,000

COMPANY'S NAME: Moon's Service Center

ADDRESS: 6981 Mableton Parkway, SE

CITY: Atlanta

STATE: Georgia

ZIP: 30126

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	MOON'S SERVICE CENTER
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Ed Moon Owner
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
W. Wade Yates, Chief of Police Fulton County Police Department	Notary Public
	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#:RCS:	ITEM#:RM:



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES Report Period Start Report Period End Contract Period Start Contract Period End 04/01/2022 06/30/2022 01/01/2022 12/31/2022 Purchaser Order Number Purchase Order Date DO-320-012022-63 Department Police **Bid Number** Service Commodity Vehicle Maintenance & Repairs Contractor Moon's Service Center Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration - Personnel Qualification 1 2 3 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/ Change - On Time Completion Per Contract) 1 2 3

The service manager, Will Cardis, provides the upmost customer service when it comes to interacting with Fulton County Police personnel. He keeps me updated on a daily basis on any matter that comes up and is very responsive to any inquiries I have. (Met User Quality Expectations – Met Specification – Within Budget –					
Interacting with Fulton County Police personnel. He keeps me updated on a daily basis on any matter that comes up and is very responsive to any inquiries I have. A customer Satisfaction	3. Business Relations	(Responsivenes	ss to Inquires – Prompt P	roblem Notifications)	
any matter that comes up and is very responsive to any inquiries I have. 4. Customer Satisfaction (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions) 0 Moon's has provided excellent service in a timely manner. They are prompt on addressing any issues / questions that have arose concerning invoices and corrected errors in a timely manner as not to delay payment. 5. Contractors Key Personnel (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) 0 All of the personnel at Moon's exhibit knowledge of the vehicle maintenance process and provide an outstanding service to the Fulton County Police Department. Overall Performance Rating 4.00 Overall Performance Rating Department Head Name: Department Head Signature Chief W. Wade Yates Department Head Signature After completing the form: Submit to Purchasing Print a copy for your records Favored Actions and inquiries I have. Coverall Performance Rating Print a copy for your records Favored Actions and inquiries I have. Overall Performance Rating Print a copy for your records Favored Actions and Inquiries I have. Coverall Performance Rating Print a copy for your records Favored Actions and Inquiries I have. Coverall Performance Rating Print a copy for your records Favored Actions and Inquiries I have. Coverall Performance Rating Print a copy for your records	O 0 The service manag	er, Will Cardis, provid	es the upmost customer	service when it comes to	
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4. Customer Satisfaction (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions) 0	O 3				
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Proper Invoicing - No Substitutions					
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Department Head Name: Chief W. Wade Yates Department Head Signature After completing the form: Submit to Purchasing Print a copy for your records Save the form				☐ No	
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	No. : 22-0667	Meeting Date: 9/2	21/2022
Department Police	İ		
Request approvide Servi provide wrece renewal option Requirement In accordance all renewal results.	roval to renew exisces, a revenue gecker towing servicens remain. Effections remain. Effections for Board Actions with Purchasing equests to the Board	nerating contract with Ses. This action exercisve dates: January 1, 202 ion (Cite specific Board police) Code Section 102-394(6	Department, 20ITB127435B-YJ, Wrecker and &W Services of Atlanta, Inc. (Atlanta, GA) to es the second of two renewal options. No 23 through December 31, 2023. Exp. statute or code requirement) 1), the Purchasing Department shall present east 90 days prior to the contract renewal
Strategic Pr	•	ed to this item (If yes, r	ote strategic priority area below)
Commissio All Districts District 1 District 2 District 3 District 4 District 5 District 6	n Districts Affect	eted	
Is this a pur Yes	rchasing item?		
•	•	rst sentence includes Agency e relevant details for the item	recommendation. Provide an executive summary of)
		s approval of a revenue o ounty Police Departmen	generating contract to provide wrecker and t.
Budget Fund		nue Collected	
2020	\$33.83	3U	I

\$26,372

2021

2022	\$10,974 (as of 08/15/2022)
2023	\$18,000 (projected)

Scope of Work: Services under this contract will be rendered from locations within the unincorporated areas of Fulton County. However, in very rare instances and if requested by the Fulton County Police Department, the contractor will be required to also render service from locations within other government jurisdictions.

Community Impact: Failure to timely remove impaired vehicles could lead to traffic concerns.

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: This service is needed to ensure that law enforcement has a towing and wrecker service intact twenty-four hours a day.

Community Issues/Concerns: To eliminate traffic congestion related to impaired vehicles.

Department Issues/Concerns: There are no departmental issues/concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0089	02/03/2021	(Actual Revenue) \$26,372
Renewal No. 1	21-0739	10/26/2021	(YTD Revenue) \$10,974
Renewal No. 2			(Anticipated Revenue) \$18,000
Total Revised Amount			(Revenue) \$55,346

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

Contract Value: Revenue Generating

Prime Vendor: S & W Services of Atlanta, Inc.

Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County

Prime Value: Revenue Generating

Total Contract Value: Revenue Generating

Total M/FBE 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

Agenda Item No.: 22-0667	Meeting Date : 9/21/2022
Exhibit 3: Contractor Perform	ance Report
Contact Information (Type	Name, Title, Agency and Phone)
W. Wade Yates, Chief of Poli	ce, Police, 404-613-5705
Contract Attached	
No	
Previous Contracts	
Yes	
Total Contract Value	
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	Revenue Generating Revenue Generating Revenue Generating
Grant Information Summa	ary
Amount Requested: Match Required: Start Date: End Date: Match Account \$:	□ Cash□ In-Kind□ Approval to Award□ Apply & Accept
Fiscal Impact / Funding S	ource
Funding Line 1:	
301-320-3201-3036: Fulton Ir \$18,000.00	ndustrial District, Police, Wrecker Service, Revenue Generating,
Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: Second of two renewal options.

Overall Contractor Performance Rating: 3.60

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

4/1/2022 6/30/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP# NUMBER: 20ITB127435B-YJ

BID/RFP# TITLE: Wrecker and Towing Services

ORIGINAL APPROVAL DATE: December 16, 2021

RENEWAL EFFECTIVE DATES: January 1, 2023 to December 31, 2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ Revenue Generating

COMPANY'S NAME: S & W Services of Atlanta, Inc.

ADDRESS: 2559 Jonesboro Road

CITY: Atlanta

STATE: Georgia

ZIP: 30315

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:

FULTON COUNTY, GEORGIA	S & W TOWING SERVICES OF ATLANTA
Robert L. Pitts, Chairman	Pamela Sieg
Fulton County Board of Commissioners	President
,,,	
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
	42.00
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
W. Wade Yates, Chief of Police Fulton County Police Department	Notary Public
•	
	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM:
RECESS MEETING	REGULAR MEETING

Contract Renewal Evaluation Form

Date:	August 18, 2022
Department:	POLICE
Contract Number:	201TB127435B-YJ
Contract Title:	Wrecker Towing 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.

This is a revenue generating contract: The amount collected varies from month to month based on the number of tows and class of vehicle towed.

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:

THE REPORT OF THE PROPERTY OF THE PERSON OF	
Date of se	earch: NA
Price f	ound: NA
Different features / Condi	itions: NA
Percent difference between internet price and renewal	price: NA

Explanation / Notes:

NA

Date contacted:	NA	
Jurisdiction Name / Contact name:	NA	
Date of last purchase:	NA	
Price paid:	NA	
Inflation rate:	NA	
Adjusted price:	NA	
Percent difference between past purchase price and renev price:	val NA	
Are they aware of any new vendors?	☐ Yes	⊠ No
Are they aware of a reduction in pricing in this industry?	☐ Yes	⊠ No
How does pricing compare to Fulton County's award contra	act? NA	
Explanation / Notes: NA Other (Describe in detail the analysis conducted and the NA	outcome):	
NA Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) spe		t for previous fisc
NA Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) speyear?	ent for this contrac	t for previous fisc
NA Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) spe	ent for this contrac	t for previous fisc
NA ☐ Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) spear? The actual revenue collected for this contract for 2021 was \$26,3	ent for this contrac	t for previous fisc ⊠ No
NA ☐ Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) spear? The actual revenue collected for this contract for 2021 was \$26,3	ent for this contrac	
NA ☐ Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) spear? The actual revenue collected for this contract for 2021 was \$26,3 Does the renewal option include an adjustment for inflation (Information can be obtained from CPI index) Was it part of the initial contract?	ent for this contrac 372. ? □ Yes	⊠ No
NA ☐ Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) spear? The actual revenue collected for this contract for 2021 was \$26,3 Does the renewal option include an adjustment for inflation (Information can be obtained from CPI index)	ent for this contract 372. ?	⊠ No
NA ☐ Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) spear? The actual revenue collected for this contract for 2021 was \$26,3 Does the renewal option include an adjustment for inflation (Information can be obtained from CPI index) Was it part of the initial contract?	ent for this contrac 372. ?	⊠ No
Other (Describe in detail the analysis conducted and the NA What was the actual expenditure (from the AMS system) speyear? The actual revenue collected for this contract for 2021 was \$26,3 Does the renewal option include an adjustment for inflation (Information can be obtained from CPI index) Was it part of the initial contract? Oute of last purchase:	ent for this contract 372. ?	⊠ No

NA

5.	Is this a seasonal item or service? ☐ Yes	⊠ No
6.	Has an analysis been conducted to determine if ⊠ No If yes, attach the analysis.	this service can be performed in-house? ☐ Yes
7.	What would be the impact on your department if	this contract was not approved?
	Wrecker and towing service companies will not be retowing services for the Fulton Industrial Boulevard a the event a wrecker is needed by the Police Department	rea. The County may incur tow and storage rates in
	Delia Dickerson Delia Dickerpon	August 18, 2022
	Prepared by	Date
	W. Wade Yates	August 18, 2022
	Department Head	Date



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES Report Period End Report Period Start Contract Period Start Contract Period End 04-01-2022 06-30-2022 01-01-2022 12-31-2022 Purchaser Order Number Purchase Order Date Revenue Generating Department Bid Number Service Commodity Wrecker and Towing Services Contractor S & W Performance Rating Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive: highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration – Personnel Qualification Comments 1 S & W arrives in a timely manner and their drivers are knowledgeable. 2 3 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/ Change - On Time Completion Per Contract) Comments S & W responds quickly to calls for service and they communicate well with our officers. 2 3

3. Business Relations	(Responsivenes	s to Inquires – Prompt Pro	oblem Notifications)	
O 0 Comments S & W is efficient and if there are any problems they try to correct them quickly. O 3 O 4				*
	er Quality Expecta	ations – Met Specification ostitutions)	– Within Budget –	
O 1 Comments S & W has great customer service and once we send over the monthly invoice, they cut a check quickly.				
1 3. Contractors key reisonnen		ence Appropriate – Effecti ement – Available as Need		
O 0 Comments Pam, the manager at S & W, is knowledgeable and if any issues arise, she fixes them immediately.				
Overall Performance Rating 3.60	2	Date	07/14/2022	
Would you select/recommend this		Yes	No	
	ant Nicole Dwyer			
	ef W. Wade Yate			
Department Head Signature	NIU	(H)		
After completing the form: Submit to Purchasing				
Print a copy for your records Save the form				
Submit	Pr	int	Save	

*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	າ No. : 22-0668	Meeting Date: 9/21/2022	
Departmen Superior Cou	t ırt Administration		
Request applicantinuing a Services sup This agreemed -004 and A51	roval to renew a Mer cooperative relations porting the participal ent is fully funded thr	priate Action or Motion, purpose, cost, timeframe, etc.) morandum of Agreement with View Point Health ship towards the implementation of Housing Cas nts of the Fulton County Superior, Magistrate, ar rough the Criminal Justice Coordinating Council nt not to exceed \$37,500.00. This agreement re	e Management nd Juvenile Courts. (Grant Award A50-8
Pursuant to (with other pe pursuant to F	O.C.G.A. § 36-10-1 rsons in behalf of th fulton County Code	On (Cite specific Board policy, statute or code requirement) all official contracts entered into by the County be County shall be in writing and entered on its n § 102-394(6), requests to renew contracts shall 90 days prior to the contract renewal date.	ninutes. Additionally,
Strategic Pount Strategic Poun	_	ed to this item (If yes, note strategic priority area below)	
Commissio All Districts District 1 District 2 District 3 District 4 District 5 District 6	on Districts Affecto	ed	
Is this a pu No	rchasing 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.)

Superior Court recommends approval of these services which are funded by a new grant received from the Criminal Justice Coordinating Council in the amount of \$312,300 to fund participant housing under the Georgia Department of Community Affairs Emergency Solutions Grant-CARES Program. The program will help participants attain a sober and stable housing environment, and a reduction in

financial stresses associated with housing. These are unique wrap around services for the Courts and are not offered as a stand-alone option by many of the local service providers.

Scope of Work: The primary responsibility will be to provide direct services to include (but are not limited to) managing the Homeless Management Information System (HMIS) requirements, the use of the COVID-19 screening tool and housing assessments, develop and manage relationships with housing providers and emergency shelters. Assess all program participants deemed homeless and those who are enrolled in the emergency shelter program for the Rapid Rehousing program. Assess all individuals referred by the Court Programs to identify their homelessness status and whether they qualify to receive housing services under this project within 48 hours barring unforeseen barriers to contact the participant. Identify an emergency shelter placement for all individuals assessed as homeless on the day of their release from incarceration and/or within 48 hours of completion of the assessment referenced in 3 above OR communicate a delay in placement with the Project Director. Develop a housing sustainability plan for all participants placed in Rapid Rehousing with the goal of assisting participants to transition from the financial support offered by this program to independent living.

Community Impact: These services will have a positive impact on the community by helping to reduce recidivism by providing a sober and stable housing environment for clients.

Department Recommendation: Superior Court Recommends approval of this agreement in order to meet the required grant deliverables.

Project Implications: This project is 100% grant funded. Approval of this agreement will ensure the grant deliverables are met.

Community Issues/Concerns: Superior Court is not aware of any community concerns with this partnership.

Department Issues/Concerns: Superior Court Administration does not have any issues or concerns with this agreement.

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

Exhibit 1: Memorandum of Agreement between Fulton County and View Point Health

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

David Summerlin, Court Administrator, Superior Court Administration, 404.612.4529

Grant Information Summary

Amount Requested:	\$37,500	Cash
Match Required:	No	In-Kind
Start Date:	Upon Approval	Approval to Award
End Date:	9/30/2023	Apply & Accept
Match Account \$:	0.00	

Fiscal Impact / Funding Source

Funding Line 1: 461-450-ES23-1160

Key Contract Terms	
Start Date: 10/1/2022	End Date: 9/30/2023
1	Renewal/Extension Terms: Opt 1 of 2



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

MEMORANDUM OF AGREEMENT RENEWAL

DEPARTMENT: Superior Court

BID/RFP# NUMBER: Memorandum of Agreement

BID/RFP# TITLE: Housing Case Management Services

ORIGINAL APPROVAL DATE: February 1, 2022

RENEWAL EFFECTIVE DATES: October 1, 2022 through September 30, 2023

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS REMAINING: 1

RENEWAL AMOUNT: \$37,500.00

COMPANY'S NAME: View Point Health

ADDRESS: 80 Jesse Hill Jr, Dr.

CITY: Atlanta

STATE: Georgia

ZIP: 30303

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: 9/21/2022 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	VIEW POINT HEALTH
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Jennifer Hibbard CEO
ATTEST:	ATTEST:
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
	ATTEST:
AUTHORIZATION OF RENEWAL:	
David Summerlin, Court Administrator Superior Court	Notary Public
	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0669	Meeting Date: 9/21/2022

Department

Superior Court Administration

Requested Action

Request approval to renew a Memorandum of Agreement with Applied Research Services, Inc. ("ARS"), effective October 1, 2022 through September 30, 2023, in an amount not to exceed \$30,000.00. ARS will support the Fulton County Peer Recovery Support Services Project by providing program evaluation, research, data collection and analysis. This request represents the fourth (4) of four (4) one-year renewal terms, coinciding with and contingent upon continued grant funding through SAMHSA grant #5H79Tl081170-04 and the approval of the Board of Commissioners.

Requirement for Board Action

Fulton County Code § 102-394 provides that contract renewals shall be presented to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six months or less.

Strategic Priority Area related to this item 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?

No

Summary & Background

Scope of Work: Applied Research Services, Inc. (ARS) will continue to support the Fulton County Peer Recovery Support Project (PRSS) by supporting the planning and sustainment of PRSS through proactive program evaluation, rigorous research, data collection and analysis, provision of evaluation feedback in written and oral forms, and assisting with production of deliverables required

per the grant, including data and programmatic reports required by SAMHSA. Additionally, ARS will track key outcomes identified by Fulton County, in its SAMHSA grant application as well as any other outcomes required by the funder, such as, the degree to which frequent utilizers demonstrate reduced ER visits, hospitalizations, and jail bed days. ARS will also obtain approval and ongoing oversight of these evaluation and research activities by a qualified Independent Institutional Review Board (IRB).

Community Impact: Improves public safety in the community by securing the data necessary to identify individuals with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA).

Department Recommendation: Superior Court Administration recommends renewing this agreement to ensure the success of the program and grant compliance.

Project Implications: This project is 100% grant funded. Renewal of this agreement will ensure grant project goals are met while improving service delivery to offenders with drug and/or alcohol addiction.

Community Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Department Issues/Concerns: Superior Court Administration has no issues or concerns with the renewal of this agreement.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	19-0547	7/10/2019	\$30,000.00
1st Renewal	19-0713	9/18/2019	\$30,000.00
2 nd Renewal	20-0630	09/16/2020	\$30,000.00
3 rd Renewal	21-0714	9/15/21	\$30,000.00
4 th Renewal		9/21/22	\$30,000.00
Total Revised Amount			\$150,000.00

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

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

Exhibit #1: Contract Renewal Agreement

Contact Information

David Summerlin, Court Administrator, Superior Court, 404.612.4529

Agenda Item No.: 22-0669	Meeting Date: 9/21/2022

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$30,000.00
Previous Adjustments: \$90,000.00
This Request: \$30,000.00
TOTAL: \$150,000.00

Grant Information Summary

Amount Requested:	\$30,000.00	Cash
Match Required:	N/A	In-Kind
Start Date:	10/01/2022	Annroval to Aw

Start Date: 10/01/2022 \square Approval to Award End Date: 9/30/2023 \square Apply & Accept

Match Account \$: N/A

Fiscal Impact / Funding Source

Funding Line 1: 461-450-PR22-1160: Grant, Superior Court-Administration, Professional Service - \$30,000.00

Key Contract Terms	
Start Date: 10/1/2022	End Date: 9/30/2023
Cost Adjustment: N/A	Renewal/Extension Terms: Renewal 4 of 4

Overall Contractor Performance Rating: 4

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

10/1/2021 9/30/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: SUPERIOR COURT ADMINISTRATION

BID/RFP# NUMBER: MEMORANDUM OF AGREEMENT

BID/RFP# TITLE: APPLIED RESEARCH SERVICES, INC.

ORIGINAL APPROVAL DATE: July 10, 2021

RENEWAL EFFECTIVE DATES: October 1, 2022 through September 30, 2023

RENEWAL OPTION #: 4 OF 4

NUMBER OF RENEWAL OPTIONS: None

RENEWAL AMOUNT: \$ 30,000.00 (contingent upon continued grant funding through SAMHSA

grant #5H79TI081170-04)

COMPANY'S NAME: Applied Research Services, Inc. (ARS)

ADDRESS: 3235 Cains Hill Place, NW

CITY: Atlanta

STATE: Georgia

ZIP: 30305

This Renewal Agreement No. 4 was approved by the Fulton County Board of

Commissioners on BOC DATE: 9/21/2022 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	APPLIED RESEARCH SERVICES, INC.
Robert L. Pitts, Chairman Fulton County Board of Commissioner ATTEST:	Kevin Baldwin, Ph.D. Principal and Senior Researcher ATTEST:
Tonya R. Grier Interim Clerk to the Commission	Secretary/ Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
DAVID SUMMERLIN, Court Administrate Superior Court Administration	or Notary Public
Caperior Court Administration	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS: RECESS MEETING	ITEM#: RM: REGULAR MEETING
NECESCHIELTHO	NEOGEAN MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0672 Meeting Date: 9/21/2022

Requested Action (*Identify appropriate Action or Motion, purpose, cost, timeframe, etc.*) Presentation of Proclamations and Certificates.

Proclamation recognizing "National Preparedness Month." (Hausmann)

Proclamation recognizing "Atlanta Public Schools 150th Anniversary Appreciation Day." (Hall)

Proclamation recognizing "Cornerstone Performance Center Appreciation Day." (Hall/Pitts/Arrington)

Proclamation recognizing "Recovery Month." (Hall)

Proclamation recognizing "Archbishop John H. Lewis, III Appreciation Day." (Abdur-Rahman)

Proclamation recognizing "Dr. Renee Sunshine Lewis Appreciation Day." (Abdur-Rahman)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 2	22-0674	Meeting Date: 9/21/20)22
Department			
Real Estate and Ass	set Manageme	ent	
Requested Action	ດ (Identify approp	oriate Action or Motion, purpose	, cost, timeframe, etc.)
20RFP124968K-DE Protection, in the to (Atlanta, GA) in the (Atlanta, GA) in the of \$375,000.00; and \$375,000.00 to provassessments in the task assignment" baremain. Effective da	s, Standby Profestal amount of \$ amount of \$375 areas of mechasis. This actionates: January 1,	fessional Services for Mec 61,500,000.00 with (A) Eng 5,000.00; (B) Wood Enviro 5,000.00; (C) S. L. King & Engineering Consultants, rofessional services for fac anical, electrical, plumbing	
In accordance with all renewal request	Purchasing Co s to the Board	ode Section 102-394(6), t	he Purchasing Department shall presented in the presented in the contract renewal to the contract renewal the contract renewal the process of
Strategic Priority Open and Respons		I to this item (If yes, note s nent	trategic priority area below)
Commission Dist All Districts District 1 District 2 District 3 District 4 District 5 District 6	ricts Affecte	d	
Is this a purchasi	ng item?		

Summary & Background Approval to renew existing contracts for Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection for Fulton County for FY2023.

Scope of Work: The intent of this contract is for one or more firms to provide the expertise, resources and personnel experienced in the various phases of Mechanical, Electrical, Plumbing and Fire Protection (MEPFP) including the furnishing of all design, labor, materials, and equipment needed to perform the work. In addition, the County desires to obtain LEED Silver ratings for any new construction projects. If sufficient funding is not available to pursue LEED Silver ratings for individual projects, the County desires that site and building designs are developed to maximize energy efficiency and water conservation. Project designs shall minimize adverse environmental impact through energy efficiency, resource conservation, water conservation, site design, and excellent indoor air quality.

Community Impact: Currently, there is no identifiable impact on the community.

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

Because of the volume of work anticipated from the Urban Redevelopment Bond Program and other various Capital Projects, these professional firms will provide some, all, or any combination of the various and diverse technical expertise they possess to the capital improvement projects.

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 and adopted for FY2023.

Historical Expenditures:

FY2022: The County expenditure as of 7/13/2022, \$285,970.90

FY2021: The County spent \$136,717.00

FY2020: The County spent \$396,920.08

FY2019: The County spent \$394,792.91

FY2018: The County spent \$335,869.86

FY2017: The County spent \$594,646.06

Project Implications: The intent of this professional services is for one or more firms to provide some, all, or any combination of the various and diverse engineering studies; consultative, advisory, investigative and pre-design services; pre-design and pre-construction activities; partnering; project management services; detailed design services; contract administration and general review during construction; construction management services for the County on an as needed basis. Whenever services are requested by the County the Contractor will submit a written proposal for the specific project based on the scope of services requested by the County.

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

Department Issues/Concerns: If renewal of these contracts is not approved, the County does not have the capacity, or the expertise, to perform these professional services in-house for mechanical, electrical, plumbing, and fire protection services. Approval will enable us to have engineering

consultancy services on-hand to review proposal specifications for proposed solicitations before being advertised to ensure that all aspects necessary for a successful procurement have been addressed.

Contract Modification

(A) Engineering Design Technologies, inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0797	11/4/20	\$375,000.00
1st Renewal	21-0749	10/6/21	\$375,000.00
2 nd Renewal			\$375,000.00
Total Revised Amount			\$1,125,000.00

(B) Wood Environmental & Infrastructure Solutions, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0797	11/4/20	\$375,000.00
1st Renewal	21-0749	10/6/21	\$375,000.00
2 nd Renewal			\$375,000.00
Total Revised Amount			\$1,125,000.00

(C) S.L. King & Associates

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0797	11/4/20	\$375,000.00
1st Renewal	21-0749	10/6/21	\$375,000.00
2 nd Renewal			\$375,000.00
Total Revised Amount			\$1,125,000.00

(D) Khafra Engineering Consultants, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0797	11/4/20	\$375,000.00
1st Renewal	21-0749	10/6/21	\$375,000.00
2 nd Renewal			\$375,000.00

Total Revised Amount		\$1,125,000.00

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

Total Contract Value: \$1,500,000.00

(A)

Contract Value: \$375,000.00

Prime Vendor: Engineering Design Technologies, Inc.

Prime Status: African American Male Business Enterprise-Certified

Location: Marietta, GA
County: Cobb County

Prime Value: \$363,750.00 or 97.00%

Subcontractor: 2M Design Consultants

Subcontractor Status: African American Female Business Enterprise- Certified

Location: Johns Creek, GA
County: Fulton County
Subcontractor Value: \$11,250.00 or 3.00%

(B)

Contract Value: \$375,000.00

Prime Vendor: Wood Environment & Infrastructure Solutions, Inc.

Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton

Prime Value: \$300,000.00 or 80.00%

Subcontractor: Hammond & Associates Consulting Engineers, Inc.

Subcontractor Status: African American Male Business Enterprise-Non-Certified

Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$37,500.00 or 10.00%

Subcontractor: Smart Building Systems, Inc.

Subcontractor Status: African American Male Business Enterprise-Non-Certified

Location: Decatur, GA
County: Dekalb

Subcontractor Value: \$37,500.00 or 10.00%

Total Contract Value: \$300,000.00 or 100.00% Total M/FBE Value: \$75,000.00 or 20.00%

(C)

Contract Value: \$375,000.00

Prime Vendor: S.L. King & Associates, Inc.

Prime Status: African American Male Business Enterprise- Certified

Location: Atlanta, GA
County: Fulton County

Prime Value: \$375,000.00 or 100.00%

Total Contract Value: \$375,000.00 or 100.00% Total M/FBE Value: \$375,000.00 or 100.00%

(D)

Contract Value: \$375,000.00

Prime Vendor: Khafra Engineering Consultants, Inc.

Prime Status: African American Male Business Enterprise- Certified

Location: Atlanta, GA
County: Fulton County

Prime Value: \$243,750.00 or 65.00%

Subcontractor: 2M Design Consultants

Subcontractor Status: African American Female Business Enterprise- Certified

Location: Johns Creek, GA
County: Fulton County

Subcontractor Value: \$37,500.00 or 10.00%

Subcontractor: GLEEDS
Subcontractor Status: Non-minority
Location: Atlanta, GA
County: Fulton County

Subcontractor Value: \$18,750.00 or 5.00%

Subcontractor: Timberhood Consulting, LLC

Subcontractor Status: Non-minority Location: Atlanta, GA County: Fulton County

Subcontractor Value: \$75,000.00 or 20.00%

Total Contract Value: \$375,000.00 or 100.00% Total M/FBE Value: \$281,250.00 or 75.00%

Grand Contract Value: \$1,500,000.00 or 100.00% Grand MFBE: \$1,106,250.00 or 73.75%

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

Agenda Item No.: 22-0674	Meeting Da	a te : 9/21	/2022	
Contact Information (Type	Name, Title, Agency and	d Phone)		
Joseph N. Davis, Director, D	epartment of Real Es	tate and	Asset Management,	(404) 612-3772
Contract Attached				
Yes				
Previous Contracts				
Yes				
Total Contract Value				
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$4,500,000.00			
Grant Information Summ	ary			
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:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$1,500,000.00 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 FY2023. Purchase Order will be guided by the available adopted FY2023 Pay as you Go funding.

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms: No renewal option remaining

Agenda Item No.: 22-0674 Meeting Date: 9/21/2022

Overall Contractor Performance Rating:

Engineering Design Technology 3.80
Wood Environment & Infrastructure 3.80
S.L. King Technologies, Inc. 3.80
Khafra Engineering Consultants, Inc. 3.80

Would you select/recommend this vendor again? Choose an item.

Report Period Start: Report Period End:

1/1/2022 6/30/2022



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20RFP124968K-DB (A)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and

Fire Protection

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$375,000.00

COMPANY'S NAME: Engineering Design Technologies, Inc.

ADDRESS: 575 Boulevard, SE, Unit #2A

CITY: Atlanta

STATE: Georgia

ZIP: 30312

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: 20RFP124968K-DB (A)

FULTON COUNTY, GEORGIA	ENGINEERING DESIGN TECHNOLOGIES, INC.
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Anthony Taylor 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	Notary Public
Management	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS: RECESS MEETING	ITEM#: RM: REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20RFP124968K-DB (B)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and

Fire Protection

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$375,000.00

COMPANY'S NAME: Wood Environmental & Infrastructure Solutions, Inc.

ADDRESS: 2677 Buford Highway, NE

CITY: Atlanta

STATE: Georgia

ZIP: 30324

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: <u>20RFP124968K-DB (B)</u>

FULTON COUNTY, GEORGIA	WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC.
Robert L. Pitts, Chairman	Mirsada ILIC
Fulton County Board of Commissioners	Program Manager
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director Department of Real Estate and Asset	Notary Public
Management State and Asset	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#.	ITENAH. DAA
ITEM#: RCS: RECESS MEETING	ITEM#: RM: REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20RFP124968K-DB (C)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and

Fire Protection

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$375,000.00

COMPANY'S NAME: S.L. King & Associates, Inc.

ADDRESS: 270 Peachtree Street, N.W., Suite 1600

CITY: Atlanta

STATE: Georgia

ZIP: 30303

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: 20RFP124968K-DB (C)

FULTON COUNTY, GEORGIA	S.L. KING & ASSOCIATES, INC.
Robert L. Pitts, Chairman	Floyd Keels
Fulton County Board of Commissioners	President/COO
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Joseph N. Davis, Director	Notary Public
Department of Real Estate and Asset	•
Management	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM: REGULAR MEETING



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20RFP124968K-DB (D)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and

Fire Protection

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$375,000.00

COMPANY'S NAME: KHAFRA Engineering Consultants, Inc.

ADDRESS: 225 Peachtree Street, N.E., Suite 1600

CITY: Atlanta

STATE: Georgia

ZIP: 30303

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: 20RFP124968K-DB (D)

FULTON COUNTY, GEORGIA	KHAFRA ENGINEERING CONSULTANTS, INC.
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Valentino Bates 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	Notary Public
Management	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS: RECESS MEETING	ITEM#: RM: REGULAR MEETING



3

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES Report Period Start Report Period End Contract Period Start Contract Period End 1/1/2022 6/30/2022 1/1/2022 12/31/2022 Purchaser Order Number Purchase Order Date 011422*0042/041222*0549 1/13/2022 Department Real Estate and Asset Management (DREAM) Bid Number Service Commodity MA 20RFP124968K-R1 Standby Mechanical, Electrical, Plumbing and Fire Protection Contractor Engineering Design Technology (EDT) Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive. effective and/or efficient; delays require significant adjustments to programs; key 1 = Poor employees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration - Personnel Qualification Comments: Achieves contract requirements 100% of the time, Responsive, efficient and effective. Key employees are well qualified and experts in their trade. Well satisfied with their 2 work. 3 (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/ Change - On Time Completion Per Contract) Comments: Contractor performance met milestones on a regular basis. Projects were completed on time per contract schedule. 2

000	Comments: Contractor was responsive to all inquires and completed task per contract scope of work and project schedule.				
0	3	s			
		1111			
4. Cu	ıston		et User Quality Expecta per Invoicing – No Sub	ations – Met Specification ostitutions)	ı – Within Budget –
0	0 Comments: Contractor met user quality and workmanship expectations as well as specification. Projects were completed on time and within budget.				
•	4				
5. Cc	ntra	ctors Key Personnel		ence Appropriate – Effect ement – Available as Nee	
00000	0 1 2 3 4		ctor key personnel pos ch they were hired to a		ials/experience to perform
Over	all Pe	erformance Rating	3.80	Date	7-20-22
			d this vendor again?	Yes	No
			wdie Bekele		
		ent Head Name: ent Head Signature	Joseph N. Davis	aline	

(Responsiveness to Inquires – Prompt Problem Notifications)

3. Business Relations



CONTRACTORS PERFORMANCE REPORT

	PRC	FESSION	NAL SERVICES	
Report Period Start 1/1/2022	Report Perio		Contract Period Start 1/1/2022	Contract Period End 12/31/2022
Purchaser Order Nun			Purchase Order Date	/2022
Department Department	J42/U4 1222 U348	9	1/13	/2022
Bid Number		ate and Asset ervice Comm	t Management (DREAM)	
MA 20RFP1249			echanical, Electrical, Plumb	ing and Fire Protection
Contractor	\/\/	ood Environ	and Infrastruc, Inc	
			nce Rating	
0 = Unsatisfactory		r efficient; un	ents less than 50% of the ti acceptable delay; incompe	
1 = Poor	effective and/or	r efficient; de	ents 70% of the time. Marg lays require significant adju ble; customer somewhat sa	stments to programs; key
2 = Satisfactory	intervention; customers indicate satisfaction.			
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied			
Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.			ees are experts and	
1. Quality of Goods/S	Services		on Compliance – Technica ministration – Personnel Q	
			ents 100% of the time. Resied and experts in their trac	sponsive, efficient and de. Well satisfied with their
2. Timeliness of Perfo	ormance	agreement,	stones Met Per Contract – if applicable) – Responsive On Time Completion Per Co	eness to Directions/
	s: Contractor perf on time per cont		t milestones on a regular b e.	asis. Projects were

3. Business Relations (Responsiveness to Inquires – Prompt Problem Notificati			oblem Notifications)	
O 0 Comments: Contractor was responsive to all inquires and completed task per contract scope of work and project schedule.				
	t User Quality Expect er Invoicing – No Sub	ations – Met Specification ostitutions)	ı – Within Budget –	
O Comments: Contractor met user quality and workmanship expectations as well as specification. Projects were completed on time and within budget. O 2 O 3 O 4				
5. Contractors Key Personnel (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)				
O 1 Comments: Contractor key personnel possess appropriate credentials/experience to perform the service for which they were hired to accomplish.				
Overall Performance Rating 3.80 Date 7-20-22				
Would you select/recommend		Yes	No	
Rating completed by: Zev Department Head Name:	vdie Bekele			
Department Head Signature	Joseph N. Davis			
Department flead signature	poseph	Name		



CONTRACTORS PERFORMANCE REPORT

	PRC	FESSIC	NAL SERVICES	
Report Period Start	Report Perio	d End	Contract Period Start	Contract Period End
1/1/2022	6/30/2		1/1/2022	12/31/2022
Purchaser Order Nur			Purchase Order Date	
	042/041222*0549)	1/13	3/2022
Department				
Bid Number			et Management (DREAM)	week to be a second of the sec
MA 20RFP1249		ervice Com	imodity Mechanical, Electrical, Plum	hing and Fire Protection
Contractor	0011-11	Stariuby i	viechanicai, Electricai, Fium	bing and Fire Protection
Contractor		S.L. Kina 1	echnologies, Inc	
			nance Rating	
0 = Unsatisfactory		efficient; u	nents less than 50% of the t inacceptable delay; incomp	
1 = Poor	effective and/or	efficient; o	nents 70% of the time. Mar delays require significant adj able; customer somewhat s	ustments to programs; key
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.			
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective			
Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.				
1. Quality of Goods/S	ervices		tion Compliance – Technica dministration – Personnel C	
		act require	ments 100% of the time. Re	
2. Timeliness of Perfo	ormance	agreemen	estones Met Per Contract – it, if applicable) – Responsiv On Time Completion Per C	veness to Directions/
O 1 Comments	: Contractor perf on time per cont		et milestones on a regular l ule.	basis. Projects were

3. Business Relations	(Responsivenes	is to Inquires – Prompt Pro	oblem Notifications)		
Comments: Contractor was responsive to all inquires and completed task per contract scope of work and project schedule.					
	t User Quality Expect per Invoicing – No Sub	ations – Met Specification ostitutions)	– Within Budget –		
O Comments: Contractor met user quality and workmanship expectations as well as specification. Projects were completed on time and within budget. O 2 O 3 O 4					
5. Contractors Key Personnel (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)					
Comments: Contractor key personnel possess appropriate credentials/experience to perform the service for which they were hired to accomplish.					
Overall Performance Rating	3.80	Date	7-20-22		
Would you select/recommend this vendor again? Yes No					
Rating completed by: Zev	wdie Bekele	the state of the s			
Department Head Name:	Joseph M. Davis	0 -			
Department Head Signature	Joseph	Nahr			



CONTRACTORS PERFORMANCE REPORT

	PR(DFESSION	NAL SERVICES	
Report Period Start 1/1/2022	Report Perio	od End 2022	Contract Period Start 1/1/2022	Contract Period End 12/31/2022
Purchaser Order Nun 011422*00	nber 042/041222*054	9	Purchase Order Date 1/13	/2022
Department	Pool Est	ato and Asso	t Management (DREAM)	
Bid Number	S	ervice Comm	nodity	
MA 20RFP12499 Contractor	68K-R1	Standby Me	echanical, Electrical, Plumb	oing and Fire Protection
OUTHER CO.	Kha		ng Consultants, Inc.	
0 = Unsatisfactory		act requireme r efficient; un	ance Rating ents less than 50% of the ti acceptable delay; incompe	
1 = Poor	effective and/o	r efficient; de	ents 70% of the time. Marg lays require significant adju ble; customer somewhat sa	ustments to programs; key
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.			
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective			
Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.			ees are experts and	
1. Quality of Goods/S	Services		on Compliance – Technica ministration – Personnel Q	
The state of the s			ents 100% of the time. Resided and experts in their tra	
2. Timeliness of Perfo	ormance	agreement,	stones Met Per Contract – if applicable) – Responsiv On Time Completion Per Co	eness to Directions/
	s: Contractor per on time per con		et milestones on a regular b e.	pasis. Projects were

3. Busines	s Relations	(Responsiveness to Inquires – Prompt Problem Notifications)	
O 2 O 3	Comments: Contractor was responsive to all inquires and completed task per contract scope of work and project schedule.		
O 4			
4. Custom	ar Satistaction I	er Quality Expectations – Met Specification – Within Budget – nvoicing – No Substitutions)	
	Comments: Contractor met user quality and workmanship expectations as well as specification. Projects were completed on time and within budget.		
5. Contrac		redentials/Experience Appropriate – Effective pervision/Management – Available as Needed)	
		key personnel possess appropriate credentials/experience to perform ey were hired to accomplish.	
0	C D :: 0.0		

Overall Performance Rating	3.80	Date	7-20-22	
Would you select/recomme	end this vendor again?	✓ Yes	No	
Rating completed by:	Zewdie Bekele			
Department Head Name: Joseph N Davis		0 -		
Department Head Signatur	hosenh	Nalice		
	7-7-	-		

Contract Renewal Evaluation Form

Date:	July 12, 2022
Department:	Real Estate and Asset Management
Contract Number:	20RFP124968K-DB
Contract Title:	Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

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 service cannot afford to be reduced because we do not have any alternative resources to provide standby professional for mechanical, electrical, plumbing and fire protection services on an "as needed-task order assignment" basis.

The intent of this contract is for one or more firms to provide expertise, resources and personnel experienced in the various phases of Mechanical, Electrical, Plumbing and Fire Protection (MEPFP) including the furnishing of all design, labor, materials, and equipment needed to perform the work. In addition, the County desires to obtain LEED Silver ratings for any new construction projects. If sufficient funding is not available to pursue LEED Silver ratings for individual projects, the County desires that site and building designs are developed to maximize energy efficiency and water conservation. Project designs shall minimize adverse environmental impact through energy efficiency, resource conservation, water conservation, site design, and excellent indoor air quality.

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:

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:

Cobb County, City of Atlanta, and DeKalb County do not utilize stand-by contracts. There are no municipalities in the Metro Atlanta area to use for benchmarks or comparison purposes. 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 102-374, Competitive Sealed Bid.

	Date contacted:	Click here	to enter a date.
	Jurisdiction Name / Contact name:		to enter text.
	Date of last purchase:		laily maintenance &
	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?	□ Yes	□No
	Are they aware of a reduction in pricing in this industry?	□ Yes	□ No
	lanation / Notes: Other (Describe in detail the analysis conducted and the ou	tcome):	
□ C	Other (Describe in detail the analysis conducted and the ou at was the actual expenditure (from the AMS system) spent al year?	for this contract for	or previous
□ 0 . What fisc FY2	Other (Describe in detail the analysis conducted and the ou	for this contract for	or previous
□ C Whater the control of the cont	Other (Describe in detail the analysis conducted and the ou at was the actual expenditure (from the AMS system) spent al year? 2022 The County expenditures as of 7/12/2022, \$285,970	for this contract for	or previous
□ C What fisc FY2 FY2 FY2 FY2	Other (Describe in detail the analysis conducted and the ou at was the actual expenditure (from the AMS system) spent al year? 2022 The County expenditures as of 7/12/2022, \$285,970 2021 The County spent \$136,717.00	for this contract for	or previous ⊠ No
□ Constitution What fisc FY2 FY2 FY2 Constitution The con	Other (Describe in detail the analysis conducted and the out at was the actual expenditure (from the AMS system) spent al year? 2022 The County expenditures as of 7/12/2022, \$285,970 and 2021 The County spent \$136,717.00 and 2020 The County spent \$396,920.08	for this contract fo	
□ Constant of the constant of	Other (Describe in detail the analysis conducted and the outlet was the actual expenditure (from the AMS system) spential year? 2022 The County expenditures as of 7/12/2022, \$285,970 and 2021 The County spent \$136,717.00 and 2020 The County spent \$396,920.08 See the renewal option include an adjustment for inflation? (Information can be obtained from CPI index)	for this contract fo .90 □ Yes	⊠ No ⊠ No
□ Constant What fiscation FY2 FY2 FY2 Does	Other (Describe in detail the analysis conducted and the outlet was the actual expenditure (from the AMS system) spential year? 2022 The County expenditures as of 7/12/2022, \$285,970 2021 The County spent \$136,717.00 2020 The County spent \$396,920.08 Is the renewal option include an adjustment for inflation? (Information can be obtained from CPI index) Is it part of the initial contract?	for this contract for .90	⊠ No ⊠ No a date.

3.

4.

Adjusted price:	Click here to enter text.
Percent difference between past purchase price and re	enewal price: Click here to enter text.
Explanation / Notes:	
Click here to enter text.	
5. Is this a seasonal item or service? ☐ Yes	⊠ No
 Has an analysis been conducted to determine if Yes □ No If yes, attach the analysis. 	this service can be performed in-house? ⊠
We do not have staff with the professional litto perform this work.	censes and designations required by code
7. What would be the impact on your department i	this contract was not approved?
The Department does not have staff that can full Program projects, we can utilize these contract companies bidding of Bond work projects are projects.	s as subject matter experts to ensure that
Sam 7. Bakare, R.4. CPM®	
Sam Bakare, Construction Manager Bill Mason, Facilities Project Manager	7-12-2022
Prepared by	Date
Joseph N. Davis, Director	August 3, 2022
Department Head	Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	No.: 22-0675	Meeting Date	: 9/21/2022	
Department Sheriff	t			
Requested	Action (Identify appl	ropriate Action or Motion	n, purpose, cost, timeframe, etc	2.)
Request app Medical Serv physical and action exercis	roval to renew an ices with NaphCard mental health serv	existing contract - e, Inc. (Birmingham vices to inmates at e renewal options.	Sheriff's Office, 17RFP, AL) in the amount of \$2 the Fulton County Jail a Four renewal options re	07012016B-BR, Inmate 7,146,113.64 to provide nd other locations. This
In accordance all renewal re	e with Purchasing equests to the Boar	Code Section 102-3	policy, statute or code require 394(6), the Purchasing D at least 90 days prior to	epartment shall present
Strategic Pr		ed to this item (If y	res, note strategic priority area	below)
Commissio	n Districts Affec	tad		
All Districts		tou		
District 1				
District 2				
District 3				
District 4				
District 5				
District 6				
•	rchasing 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 correctional physical and mental health services to inmates at the Fulton County Jail, Marietta Annex South Fulton Municipal Regional Jail, and any other jail facility as determined by the Fulton County Sheriff's Office.

Agenda Item No.: 22-0675 Meeting Date: 9/21/2022

Community Impact: There is no community impact.

Department Recommendation: The Sheriff's Office recommends approval.

Project Implications: There are no project implication.

Community Issues/Concerns: None to the knowledge of the Sheriff's Office.

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	17-0934	11/15/2017	\$20,730,349.08
1st Renewal/Amendment No. 1	18-1006	12/19/2018	\$21,559,563.04
Amendment No. 2	19-0610	8/7/2019	\$440,157.73
2 nd Renewal	19-0839	10/16/2019	\$24,181,655.29
3 rd Renewal	20-0743	10/21/2020	\$25,131,315.19
4 th Renewal	21-0955	12/1/2021	\$26,118,961.49
5 th Renewal			\$27,146,113.64
Total Revised Amount			\$145,308,115.46

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

Contract Value: \$27,146,113.64

Prime Vendor: NaphCare Prime Status: Non-Minority

Location: Birmingham, AL **County:** Jefferson County

Prime Value: \$26,225,860.39 or 96.61%

Subcontractor: CharDonnay Dialysis, Inc.

Subcontractor Status: White Female Business Enterprise Non-Certified

Location: Danville, IL

County: Vermillion County **Contract Value:** \$135,730.57 or.50%

Subcontractor: Bio-Reference Laboratories, Inc.

Subcontractor Status: Non-Minority
Location: Elmwood Park, NJ
County: Passaic County

Contract Value: \$423,479.37 or 1.56%

Subcontractor: Global Diagnostic

Subcontractor Status: African American Male Business Enterprise Certified

Agenda Item No.: 22-0	0675	Meeting Dat	t e: 9/21	1/2022	
Location: County: Contract Value:	Conyers, (Rockdale (\$352,899.4				
Subcontractor: Subcontractor Status: Location: County: Contract Value:		, PA Inty			
Total Contract Value: Total M/FBE Values:					
Exhibits Attached (Pi	rovide copies of ori	ginals, number ex	hibits con	nsecutively, and label all exhibits in the upper right corner.)
Exhibit 1: Contract Ren	ewal Form Agı	reement			
Exhibit 2: Contract Ren	ewal Evaluatio	n			
Exhibit 3; Contractor Pe	erformance Re	port			
Contact Information	(Type Name, Tit	le, Agency and l	Phone)		
Rodney Stinson, Fiscal	Administrator,	Sheriff's Offi	ce, 404	4-612-6011	
Contract Attached					
No					
Previous Contracts					
Yes					
Total Contract Value	•				
Original Approved Amo Previous Adjustments: This Request: TOTAL:	\$97,431 \$27,146	,652.74			
Grant Information S	ummary				
Match Required: (Start Date: (Click here to e Click here to e Click here to e Click here to e	nter text. nter text.		Cash In-Kind Approval to Award Apply & Accept	

Agenda Item No.: 22-0675 Meeting Date: 9/21/2022

Match Account \$: Click here to enter text.

Fiscal Impact / Funding Source

Funding Line 1:

100-333-3302-1158: General, Sheriff's Office, Medical Services - \$27,146,113.64

Funding Line 2:

Click here to enter text.

Funding Line 3:

Click here to enter text.

Funding Line 4:

Click here to enter text.

Funding Line 5:

Click here to enter text.

Key Contract Terms		
Start Date: 1/1/2023	End Date: 12/31/2023	
Cost Adjustment: Click	Renewal/Extension Terms: 4	
here to enter text.	one-year renewal options	

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

5/1/2022 8/23/2022



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Sheriff's Office

BID/RFP# NUMBER: 17RFP07012016B-BR

BID/RFP# TITLE: Inmate Medical Services

ORIGINAL APPROVAL: November 15, 2017

RENEWAL EFFECTIVE DATES: January 1, 2023 through December 31, 2022

RENEWAL OPTION #: 5 OF 9

NUMBER OF RENEWAL OPTIONS: 9

RENEWAL AMOUNT: \$27,146,113.64

COMPANY'S NAME: NaphCare, Inc.

ADDRESS: 2090 Columbiana Road, Suite 4000

CITY: Birmingham

STATE: Alabama

ZIP: 35126

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	NAPHCARE, INC.
Robert L. Pitts, Chairman Fulton County Board of Commissioners	James S. McLane Chairman of the Board
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
Sheriff Patrick "Pat" Labat Fulton County Sheriff's Office	Notary Public
	County:
	Commission Expires:
	(Affix Notary Seal)
ITEM#: RCS:	ITEM#: RM:

Contract Renewal Evaluation Form

Date:	August 24, 2022	
Department: SHERIFF		
Contract Number:	17RFP07012016B-BR	
Contract Title:	Inmate Medical 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.

Was advertised through the Fulton County Purchasing procurement process.

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.

☐ 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 her	re to enter text.	
	Percent difference between past purchase price and renewal price:	Click her	Click here to enter text.	
	Are they aware of any new vendors?	☐ Yes	□ No	
	Are they aware of a reduction in pricing in this industry?	☐ Yes	□ No	
	How does pricing compare to Fulton County's award contract?		Click here to enter text.	
	Explanation / Notes:	1		
	Click here to enter text.			
	☐ Other (Describe in detail the analysis conducted and the outcome	ma):		
	Click here to enter text.	me).		
3.	What was the actual expenditure (from the AMS system) spent for year?	this contract	for previous fiscal	
	\$25,131,316.00			
			-	
4.	Does the renewal option include an adjustment for inflation? (Information can be obtained from CPI index)	⊠ Yes	□ No	
_	Was it part of the initial contract?	⊠ Yes	□ No	
D	ate of last purchase:	lick here to ente	er a date.	
Р	rice paid:	lick here to ente	er text.	
Ir	nflation rate:	lick here to ente	er text.	
Α	djusted price:	lick here to ente	er text.	
Р	ercent difference between past purchase price and renewal price:	lick here to ente	er text.	
Ex	planation / Notes:			
Cli	ck 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 No ✓ If yes, attach the analysis.	e performed ii	n-house? □ Yes	
7.	What would be the impact on your department if this contract was The Sheriff's Office would not be able to carry out its Constitution		1?	

3.

6.

7.

Roderic Terrell	August 23, 2022	
Prepared by	Date	
Lamarion Green-Hughey	August 23, 2022	
Department Head	Date	



CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES Report Period Start Report Period End Contract Period Start Contract Period End 08/12/2022 01/01/2022 05/01/2022 12/31/2022 Purchaser Order Number Purchase Order Date Department Sheriff's Office Bid Number Service Commodity 17RFP07012016-BR Inmate Health Care Services Contractor NaphCare Performance Rating Archives contract requirements less than 50% of the time not responsive. effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Pooremployees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive: effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration – Personnel Qualification Comments New Health Services Administrator is well-qualified for the position and has been an asset to our 1 partnership. MAC meetings have been reorganized to focus more on relevant issues and process improvement. The medical intake process is being restructured to ensure compliance with ACA and NCCHC medical standards. (Were Milestones Met Per Contract - Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/ Change – On Time Completion Per Contract) Comments NaphCare has been responsive to our needs. They have been flexible while helping us to navigate the changes we are implementing to assist the inmate population (i.e., outsourcing, responding to infectious diseases, etc.). 3

Approved 17-2022

3. Business Relations	(Responsivenes	ss to Inquires – Promp	t Problem Notifications)	
O 0 Comments				
of 1)	(Met User Quality Expect Proper Invoicing — No Sub tions are still being made. Ma	ostitutions)	ation – Within Budget – lled. (Customer satisfaction score	
O 2 O 3 O 4				
5. Contractors Key Persor		ence Appropriate – Ef gement – Available as		
O Comments Key personnel appear to possess the credentials and experience appropriate for their positions. Supervision and management are generally effective. Medical leadership is accessible and available when needed. O 3 Overall Customer Satisfaction score= 2				
Overall Performance Rati	ing 0.00	Date	08/17/2022	
Would you select/recom	0	Yes	No	
Rating completed by:	Tracey Elam, Health Progra	am Manager		
Department Head Name: Department Head Signat	1	yem o	8-22-2022	
After completing the Submit to Purchasing Print a copy for your Save the form	g			
Submit	P	Print	Save	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iten	n No. : 22-0676	Meeting Date: 9/21/2022			
Departmen County Mana					
-	Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.) Presentation of COVID-19 Operational Response Update.				
Requireme	Requirement for Board Action (Cite specific Board policy, statute or code requirement)				
_	Strategic Priority Area related to this item (If yes, note strategic priority area below) Open and Responsible Government				
Commissio	on Districts Affect	ed			
All Districts	\boxtimes				
District 1					
District 2					
District 3					
District 4					
District 5					
District 6					
Is this a purchasing item? No					



Agenda Item Summary

Agenda Item No.: 22-0677 Meeting Date: 9/21/2022

Department

Purchasing & Contract Compliance

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

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

Requirement for Board Action

In accordance with Purchasing Code Section 102-385, when the County Manager has approved an emergency procurement, the item shall be forwarded to the Board of Commissioners for ratification.

Strategic Priority Area related to this item (If yes, note strategic priority area below)
Open and Responsible Government

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:

Attached is a list of emergency procurements for the County for the period 8/6/2022 through 9/9/2022.

Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: List of County Emergency Procurements

Contact Information

Matthew Kallmyer, Dir, Atlanta-Fulton County Emergency Management Agency, (404) 612-5660

Agenda Item No.: 22	2-0677	Meeting Date	: 9/21	/2022	
Contract Attached					
No					
Previous Contract	S				
No					
Grant Information	Summary				
Amount Requested:	0.00			Cash	
Match Required:	0.00			In-Kind	
Start Date:	0.00			Approval to Award	
End Date:	0.00			Apply & Accept	
Match Account \$:	0.00				

Fiscal Impact / Funding Source

Funding line to be identified at time of request by Finance Department

	FULTON COUNTY EMERGENCY PROCUREMENTS 8/6/2022 - 9/9/2022					
	EMERGENCY RENTAL ASSISTANCE PROGRAM					
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			TOTAL			\$0.00

			FEMA			
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
9/8/2022	To extend and amend the subject contract for additional services for EMSI to provide incident management assistance and support for 2022 that include functions that are categorized under operations, planning, financial and logistics support for the Fulton County vaccination program at Area Command and to support a vaccine program that will leverage the resources of the County and the Fulton County Board of Health to distribute and dispense the County's vaccine allotment in a safe, fair and expedient manner effective July 1, 2022 through December 31, 2022.	AFCEMA	Emergency Management Service International, Inc.	MBE	FEMA	\$35,000.00
			TOTAL			\$35,000.00

AMERICAN RESCUE PLAN						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
8/6/2022	Meraki Switch, Enterprise License & Support, Sloppy Floyd Building for District Attorney Office - Court Backlog Project	County Manager	Presidio Networked Solutions	Majority	ARPA	\$11,339.90
8/17/2022	Computer Equipment: Laptops (2), Desktops (3), Monitors (5) for Marshal - Court Backlog Project	County Manager	Dell Computer Corporation	Majority	ARPA	\$5,659.95
8/18/2022	Drobox Advanced (100) for District Attorney Office - Court Backlog Project	County Manager	CDW Government, Inc.	FBE	ARPA	\$18,500.00
9/8/2022	Fiber Backbone Installation (Time & Material) at the Sloppy Floyd Building for District Attorney Office - Court Backlog Project	County Manager	GC&E Systems Group	SBE	ARPA	\$8,146.54
9/8/2022	To extend and amend the subject contract for additional services for EMSI to provide incident management assistance and support for 2022 that include functions that are categorized under operations, planning, financial and logistics support for the Fulton County vaccination program at Area Command and to support a vaccine program that will leverage the resources of the County and the Fulton County Board of Health to distribute and dispense the County's vaccine allotment in a safe, fair and expedient manner effective July 1, 2022 through December 31, 2022.	AFCEMA	Emergency Management Service International, Inc.	MBE	FEMA	\$315,000.00
			TOTAL			\$358,646.39

	OTHER EMERGENCY PROCUREMENTS					
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
	No Report for this period					
			TOTAL			\$0.00

MONTHLY GRAND TOTAL	\$393,646.39	
*PARTICIPATION GRAND TOTAL	\$393,646.39	
Certified Firms	\$376,646.54	95.68%

TOTAL SPEND 2022	\$30,653,836.38	
*PARTICIPATION SPEND 2022	\$15,753,857.77	
*CERTIFIED SPEND 2022	\$6,104,356.99	38.75%

^{*}Participation Spend does not include Government or Non-Profit Organizations

Funding Source Legend

EERF	Emergency Expenditure Reserve Fund
FEMA	FEMA Reimbursement
ERAP	Emergency Rental Assistance
ARP	American Rescue Plan

Certification Classification Legend

DBE Disadvantage Business Enterprise FBE Female Business Enterprise MBE Minority Business Enterprise SBE Small Business Enterprise SDVBE Services Disable Veteran Business Enterprise



Agenda Item Summary

Agenda Item No.: 22-0678	Meeting Date: 9/21/2022
Department	
Purchasing & Contract Complian	ce
Requested Action (Identify appr	opriate Action or Motion, purpose, cost, timeframe, etc.)
Request approval of a Resolution	n to extend emergency purchasing authority of the Chairman and elated purchases; and for other purposes.
Requirement for Board Action	On (Cite specific Board policy, statute or code requirement)
Strategic Priority Area relate Open and Responsible Govern	ed to this item (If yes, note strategic priority area below) ment
Commission Districts Affect	ed
All Districts ⊠	
District 1	
District 2	
District 3	
District 4	
District 5	
District 6 □	
Is this a purchasing item?	
Yes	

1 2 3 4	A RESOLUTION TO EXTEND EMERGENCY PURCHASING AUTHORITY OF THE CHAIRMAN AND COUNTY MANAGER FOR COVID-19 RELATED PURCHASES; AND FOR OTHER PURPOSES
5	WHEREAS, beginning in March 2020, Fulton County, Georgia has been impacted
6	by the threat and spread of a novel coronavirus known as SARS-CoV-2 (COVID-19); and
7	WHEREAS, on March 13, 2020, to control the spread of the virus, President
8	Donald Trump issued a "Proclamation on Declaring a National Emergency Concerning
9	the Novel Coronavirus Disease (COVID-19) Outbreak"; and
10	WHEREAS, on February 24, 2021, President Joseph Biden extended the
11	"Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus
12	Disease (COVID-19) Outbreak"; and
13	WHEREAS, on February 18, 2022, President Biden again extended the national
14	emergency declaration beyond March 1, 2022; and
15	WHEREAS, on July 15, 2022, United States Department of Health and Human
16	Services Secretary Xavier Becerra renewed the COVID-19 public health emergency,
17	which is renewed every 90 days, until October 13, 2022; and
18	WHEREAS, the pandemic is ongoing, and Fulton County continues to have a great
19	need for emergency vehicles to remain in place to allow the County to access COVID -
20	19 response services and equipment as necessary to provide appropriate responses as
21	the COVID – 19 pandemic continues to cause significant risk to public health and safety;
22	and
23	WHEREAS, the public health emergency caused by the spread, and potential
24	spread, of COVID -19 has negatively impacted Fulton County's public health, supply
25	chain, and healthcare infrastructure; and

WHEREAS, on March 18, 2020, the Board of Commissioners ("BOC") passed Resolution No. 20-0237 authorizing the Chairman and the County Manager to execute any documents, including but not limited to, contracts, memorandums of understanding, or declarations necessary to ensure the maintenance of critical governmental functions during the pandemic; and

WHEREAS, this authority granted to the Chairman and County Manager, as extended, expires on September 21, 2022; and

WHEREAS, the BOC wishes to continue the authorization granted to the County Manager and Chairman to make COVID-19 related emergency purchases from any funding the County has received including the Federal Emergency Management Agency (FEMA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C §§ 5121-5207), Consolidated Appropriations Act (H.R. 133, 116th Cong. (2020)), Emergency Rental Assistance Program (15 U.S.C. § 9058c), Coronavirus Aid, Relief and Economic Security Act (C.A.R.E.S Act) (Pub. Law 116-136, March 27, 2020, 15 U.S.C. § 9001 et seq.), and American Rescue Plan Act (H.R. 1319, 117th Cong. (2021)), using the same process that was put into place to handle C.A.R.E.S. Act funded projects consistent with Fulton County Code of Ordinances § 102-385.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby extends the time-period of COVID-19 related emergency purchasing authority to the County Manager and Chairman until October 19, 2022.

FURTHER, BE IT RESOLVED, that the Chairman or the County Manager are hereby authorized to execute any documents, including but not limited to contracts,

1	memorandums of understanding, or declarations necessary to ensure the maintenance					
2	of critical governmental functions.					
3	FINALLY, BE IT RESOLVED,	that this Resolution shall become effective upon				
4	adoption and shall continue until further notice.					
5	PASSED AND ADOPTED by the Board of Commissioners of Fulton County, this					
6	, day of, 2022.					
7 8		FULTON COUNTY BOARD OF COMMISSIONERS				
9 10		SPONSORED BY:				
11		SPONSORED BT.				
12						
13						
14		Chairman Robert L. Pitts				
15						
16						
17		ATTEST:				
18						
19 20						
21						
22		Tonya R. Grier				
23		Clerk to the Commission				
24						
25	APPROVED AS TO FORM:					
26						
27						
28	V Coo lo					
29 30	Y. Soo Jo, County Attorney					
31	County Attorney					
32						
33	P:\CALegislation\BOC\Resolutions\2022 Resolutions\9.21.22	Resolution COVID19 Chairman and CM Authority.docx				



Agenda Item Summary

Agenda Item No.: 22-0679 Meeting Date: 9/21/2022

Department

Finance

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

Presentation, review and approval of September 21, 2022 Budget Soundings.

Requirement for Board Action (Cite specific Board policy, statute or code requirement)
BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

Strategic Priority Area related to this item (If yes, note strategic priority area below) Open and Responsible Government

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 September 21, 2022, soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

Modify the 2022 Annual Hardware and Software Maintenance and Support List - (PAGE 4)

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2022 Adopted Budget. The requested changes will be funded within the existing department's budget and will not result in any budget adjustments.

The Solicitor General requests an increase in spending authority for vendor Thomson Reuters, line# 338. The increase in spending authority is necessary to pay annual contract renewal which exceeds the department procurement level of authority for 2022. No additional funding is being requested.

Annual Ha	Annual Hardware and Software Maintenance and Support List - 2022							
1 71 -	Vendor Name	Product Nam	Description		2022 AML Adopted Budget		Funding Source	Comments

Agenda Item No.: 22-0679 Meeting Date: 9/21/2022

Software	Thomson	CLEAR PRO	Online	Solicitor	\$12,012	\$2,649	Solicitor	Increase in
	Reuters	Law	Subscription	General			General	spending
		Enforcement						authority to
		Investigator						\$14,661
		Plus						

Budget Page 1 of 4



SEPTEMBER BUDGET SOUNDINGS

September 21, 2022

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA SUMMARY OF BUDGET SOUNDINGS FACT SHEET September 21, 2022 Soundings

GENERAL FUND:

Total Fund Impact

eptember 21	, 2022 SOUNDINGS:	Contingency <u>Actions</u>	Non-Contingency <u>Actions</u>
	nning Contingency as of January 1, 2022:	\$1,000,000	\$0
Less	April Soundings: 4/13/2022	0	\$0
	April Soundings: 4/20/2022	0	\$0
	May Soundings: 5/4/2022	0	\$0
	May Soundings: 5/18/2022	(\$517,000)	\$0
	June Soundings: 6/1/2022	(\$483,000)	\$0
	June Soundings: 6/15/2022	0	\$0
	July Soundings: 7/13/2022	0	\$0
	August Soundings: 8/3/2022	0	\$0
	August Soundings: 8/17/2022	0	\$0
	September Soundings: 9/7/2022	0	\$0
	September Soundings: 9/21/2022	0	\$0
	October Soundings: 10/5/2022	$\frac{0}{2}$	\$0
	October Soundings: 10/19/2022	<u>0</u>	\$0
Endir	ng Contingency Balance:	<u>\$0</u>	<u>\$0</u>
Page #	Department Name & Agency Number	Amount	Amount
Total	Request from Contingency	\$0	\$0

\$0

\$0

100-999-S222-1900

FULTON COUNTY, GEORGIA SUMMARY OF BUDGET SOUNDINGS FACT SHEET September 21, 2022 Soundings

GENERAL FUND:

6 7 7

**

**

Non-Agency Appropriated Reserves Actions

September 21, 2022 SOUNDINGS:

Beginning Contingency as of January 1, 2022: \$6,873,207 Less April Soundings: 4/13/2022 (\$6,873,207)Less April Soundings: 4/20/2022 \$0 Less May Soundings: 5/4/2022 \$0 Less May Soundings: 5/18/2022 \$0 Less June Soundings: 6/1/2022 \$0 Less June Soundings: 6/15/2022 \$0 Less July Soundings: 7/13/2022 \$0 \$0 Less August Soundings: 8/3/2022 Less August Soundings: 8/17/2022 \$0 \$0 Less September Soundings: 9/7/2022 Less September Soundings: 9/21/2022 \$0 Less October Soundings: 10/5/2022 \$0 Less October Soundings: 10/19/2022 \$0 **Ending Contingency Balance:** <u>\$0</u>

Page # Department Name & Agency Number Amount

Arts and Culture - 181	1,000,000
Non-Agency Appropriated Reserve	(1,000,000
Community Development - 121 - Veterans Empowerment Program	1,000,000
Community Development - 121 - CSP Grant Programs	1,500,000
Non-Agency Appropriated Reserve	(2,500,000
BOC approved agenda items 22-035,-036,- 037,- 038 - Key	
Classification amendment and the establishment of new salary and	
adjustments for Courts, and elected officials	3,373,207
Non-Agency Appropriated Reserve	(3,373,20'
Total Request from Contingency	\$
Total Request II of Contingency	φ

Total Fund Impact	\$0
-------------------	-----

GENERAL FUND

September 21, 2022 SOUNDINGS:

Action Required:
Modify the 2022 Annual Hardware and Software Maintenance and Support List

	Annual Hardware and Software Maintenance and Support List - 2022								
Item #	Туре	Vendor Name	Product Name	Description	User Agency	Funding Source	2022 Projected Expenditure	Additional Amount	COMMENTS
338	Software	-483000	CLEAR PRO Law Enforcement Investigator Plus	Online Subscription	Solicitor-General	Solicitor-General	\$12,012.00	\$2,649.00	Increase in spending authority to \$14,661

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2022 Adopted Budget. The requested change will be funded within the existing department's ORCA operating budget and will not result in any budget adjustments.

The Solicitor General requests an increase in spending authority for vendor Thomson Reuters, line#338. The increase in spending authority is necessary to pay annual contract renewal which exceeds the department procurement level of authority for 2022. No additional funding is being requested.

Included in Soundings per County Manager's direction.



Agenda Item Summary

Agenda Iten	n No. : 22-0680	Meeting Date: 9/21/2022	
Departmen Real Estate a	t and Asset Manageme	ent	
Request app 21ITB128258 Buckhead El Requireme In accordance	roval to terminate col 8C-CG, Janitorial Ser ite Construction Trus nt for Board Actio ce with Purchasing	opriate Action or Motion, purpose, cost, timeframe, etc.) Intract - Department of Real Estate and Asset Management, rvices for Selected Fulton County Facilities (Groups C, D & C et (Atlanta, GA) Effective as of September 30, 2022. In (Cite specific Board policy, statute or code requirement) Code Section 102-421, when a contract requires termine forwarded to the Board of Commissioners for approval.	,
_	riority Area related esponsible Governi	d to this item (If yes, note strategic priority area below) ment	
Commission All Districts District 1 District 2 District 3 District 4 District 5 District 6	on Districts Affects □ □ □ □ □ □ □ □	∍d	
ls this a pu Yes	rchasing item?		

Summary & Background Request approval to terminate contract for convenience from providing janitorial services Group G (North Senior Centers & Central Senior Centers), effective September 30, 2022.

Scope of Work: The Department of Real Estate and Asset Management recommends approval to terminate this contract with Buckhead Elite Construction Trust which has requested to be released from its contractual obligation to provide janitorial services for Group G: (North Senior Centers) which consists of 5 facilities (HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) with a total of 74,002 cleanable sq. ft. and (Central Senior Centers) which consist of two (2) facilities (Edgewood and Helene S. Mills) with a total of 30,093 cleanable sq. ft.

Agenda Item No.: 22-0680 Meeting Date: 9/21/2022

Buckhead Elite Construction Trust notified the County of its decision on July 27, 2022, to be released from its contractual obligation, and to end their commitment with the County, see Exhibit 1 attached.

The Contract is being terminated pursuant to Article 14, "Termination for Convenience of County", where the County may terminate the Agreement for its convenience at any time by a written notice to the Contractor.

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 to terminate this contract.

Project Implications: This contract services will be reassigned to the next lowest responsible janitorial contractor to provide and maintain sustainable clean and sanitary County facilities. The effective cleaning program is a critical component to keeping a healthy and productive environment.

Community Issues/Concerns: None, that the Department is aware.

Department Issues/Concerns: If this contract termination is not approved, there will be a delay in providing janitorial services for these selected County facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0519	7/14/21	\$138,847.50
1st Renewal	21-1017	12/15/21	\$333,282.00
Contract Termination			(\$186,711.88)
Total Revised Amount			\$285,417.62

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

Contract Value: (\$186,711.88)

Prime Vendor: Buckhead Elite Construction Trust, LLC

Prime Status: African American Female Business Enterprise-Non-Certified

Location: Atlanta, GA
County: Fulton County

Prime Value: (\$186,711.88) or 100.00%

Subcontractor: None

Total Contract Value: (\$186,711.88) or 100.00% Total M/FBE Value: (\$186,711.88) or 100.00%

Agenda Item No.: 22-0680	Meeting Date: 9/2	:1/202:	2
Exhibits Attached (Provide co	opies of originals, number exhibits c	onsecuti	vely, and label all exhibits in the upper right corner.)
Exhibit 1: Contractor Termina	ation Notice		
Contact Information (Type	Name, Title, Agency and Phone,		
Joseph N. Davis, Director, De	epartment of Real Estate ar	d Ass	et Management, (404) 612-3772
Contract Attached			
No			
Previous Contracts			
Yes			
Total Contract Value			
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$138,847.50 \$333,282.00 (\$186,711.88) \$285,417.62		
Grant Information Summa	ary		
Amount Requested: Match Required: Start Date: End Date: Match Account \$:			
Fiscal Impact / Funding S	ource		
Funding Line 1:			
100-520-5221-1176: General	, Real Estate and Asset Ma	nagen	ment, Cleaning Services- (\$186,711.88
Key Contract Terms]
Start Date: Upon BOC Approval	End Date: 9/30/2022		
Cost Adjustment:	Renewal/Extension Ter	ms:	

Overall Contractor Performance Rating: 0.80

Agenda Item No.: 22-0680 Meeting Date: 9/21/2022

Would you select/recommend this vendor again?

No

Report Period Start: Report Period End:

5/15/2022 7/20/2022

Greetings Mr. Moorehead,

On behalf of Buckhead Elite, it is with deep regret that I have made the decision to conseed with the Fulton County contract for the following reasons;

- 1) Not being able to hire and keep adequate staff.
- 2) Not being able to provide the total necessary training for the employees hired.

Due to the lack of staffing, things have been on a downhill course. I'm dissatisfied with not being able to provide my customers with top notch service to which I am accustomed.

I've found it tiring and overwhelming cleaning the buildings myself and thus becoming stressful and taking a toll on me physically.

Thank you for your time, assistance and patience. It has been most appreciated.

Sincerely, Denise Edlow



Agenda Item Summary

Agenda Iten	n No.: 22-0681	Meeting Date: 9/21/2022
Departmen Real Estate	it and Asset Managem	ent
Request app Managemen with the Unit	proval to award contra t, 22SSUSPS0816C ed States Postal Ser	priate Action or Motion, purpose, cost, timeframe, etc.) act without competition - Department of Real Estate and Asset MH, Countywide Postage Services in the amount of \$1,850,000.00 rices (Atlanta, GA), to provide postage services for Fulton County y 1, 2023 through December 31, 2023.
In accordance County Mana for the requi	ce with Purchasing C ager and Purchasing	n (Cite specific Board policy, statute or code requirement) ode Section 102-384, after conducting a good faith review, and th Department has determined that there is only one source available or construction item, the request shall be forwarded to the Board of
_	Priority Area relate Responsible Govern	d to this item (If yes, note strategic priority area below) ment
Commission All Districts District 1 District 2 District 3 District 4 District 5 District 6	on Districts Affect	ed
Is this a pu	rchasing item?	

Summary & Background Request approval to award contract without competition to provide Countywide Postage Services for Fulton County agencies for FY2023.

Scope of Work: This service is required to adhere to postage mandates for Fulton County agencies and to provide postage to various user departments for "time sensitive" mail such as tax information, W-2 forms, jury summons, Registration and Elections applications and ballots or any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps

Agenda Item No.: 22-0681 **Meeting Date:** 9/21/2022

cannot be purchased from another source.

In accordance with Purchasing Code Section 102-384(f), this request meets the following categories permitted as basis for conditions allowing the award of a contract without competition: (1) A governmental agency is the only provider of the service and/or services and (5) the existence of limited rights in data, patent rights, copyrights, or secret processes; or similar circumstances, make the supplies and services available from only one source.

Community Impact: Provides the citizens and patrons time sensitive mail from Fulton County Government agencies.

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

The requested spending authority is an increase of \$630,000 over FY2022 which is a result of surveying critical departments regarding their postage needs for FY2023:

2
0
6
0
0

Additionally, mail services for countywide postage to process mail for all County departments is roughly \$600,000 annually, not considering the recent USPS increase in postage cost.

Historical Expenditures:

- FY2022: The County expenditure as of 8/17/2022, is \$1,205,365.00 (but \$600,000 has been allocated to support Registration & Election Department for the special household mailing for 2022 November General Elections, as well as cover costs for postage services. The BOC approved the increase spending authority on 7/13/2022, as Item #22-0484)
- FY2021: The County spent \$1,214,999.00
- FY2020: The County spent \$1,965,268.03
- FY2019: The County spent \$1,700,000.00
- FY2018: The County spent \$1,300,000.00
- FY2017: The County spent \$2,002,175.00
- FY2016: The County spent \$1,630,430.00

Project Implications: Postage services cannot be purchased from another source. The United States Postal Services is sole proprietary provider for the delivery of non-express postal services. The postage mandates for Fulton County agencies to provide postage to various user departments for "time sensitive" mail is set forth in the County's Policy & Procedures Mail Processing Procedures Dated: February 21, 1996, NUMBER: 600-54.

Agenda Item No.: 22-0681	Meeting Date:	9/21	/2022
Community Issues/Concer	ns: None of which the D	epar	tment is aware.
County's ability to deliver tim	e sensitive mail to its cit	izens	approved, this will jeopardize Fulton and patrons and may impact the timeliness mailing of tax notices to Fulton County
Contract Modification: Th	nis a new procurement.		
Contract & Compliance I	nformation (Provide Conti	ractor a	and Subcontractor details.)
Exhibits Attached (Provide of	copies of originals, number exhib	oits cor	nsecutively, and label all exhibits in the upper right corner.)
Exhibit 1: Sole Source Justif Exhibit 2: Request Memo for FY2023			16C-MH, Postage Services Countywide Postage Services
Contact Information (Type	Name, Title, Agency and Ph	one)	
Joseph N. Davis, Director, D	epartment of Real Estate	e and	d Asset Management, (404) 612-3772
Contract Attached			
No			
Previous Contracts			
Yes			
Total Contract Value			
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$0.00 \$0.00 \$1,850,000.00 \$1,850,000.00		
Grant Information Summ	ary		
Amount Requested: Match Required: Start Date: End Date: Match Account \$:			Cash In-Kind Approval to Award Apply & Accept

Agenda Item No.: 22-0681 Meeting Date: 9/21/2022

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5201-1703: Internal Services Fund, Real Estate and Asset Management, Postage Charges-\$1,850,000 "Subject to availability of funding adopted for FY2023 by BOC"

Key Contract Terms	
Start Date: 1/1/2023	End Date: 12/31/2023
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

N/A N/A



JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION 22SSUSPS0816C-MH

(Section A must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance)

SECTION A

Department: Real Estate and Asset Management

Department Contact: April L. Pye

Description of Supplies/Services: Countywide Postage Services

Demonstration of Contractor's Unique Qualifications:

The United States Postal Services is sole proprietary provider for delivery of postal services Countywide. This service is to provide postage to various user departments for "time sensitive" mail such as tax information, W-2 forms, jury summons, Registration and Elections applications and ballots or any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source.

(Section B must be completed by the Department of Purchasing & Contract Compliance)

SECTION B

MARKET SURVEY

Results of Market Survey

None performed

Date Public Notice posted on website: N/A

Date Public Notice closed: N/A

REVIEW OF OFFER(S)

Were any offers received (Y/N): N

Number of offers received: N

Respondents: N/A

Date Offers submitted to User Department for review: N/A

User Department review and recommendation: Recommends award of award without competition to the United States Postal Service.

Purchasing Agent review and recommendation: Pursuant to 102-384 (f)(1), Exceptions, A governmental agency is the only provider of the service and/or services, is an exempt category from the notice requirements (c) through (e).

CERTIFICATION

Having conducted a good faith review of source availability regarding the materials, goods and or services stipulated herein, subsequent to consultation with the County Manager and the recommendation of the User Department, it has been determined that there is only one source available for the required work, labor or service to be done or the supplies, materials, or equipment to be furnished, per the Fulton County Code of Ordinances §102-384, <u>Award without competition</u>.

•	cluded in this justification	y that the facts and representations and its supporting documentation curate.
Felicia Strong-Whitaker Purchasing Director	Date	
	his justification and its sur	cts and representations under my oporting documentation which form
Richard Anderson County Manager	Date	





TO: Felicia Strong-Whitaker, Director, Purchasing and

Contract Compliance

FROM:

Joseph Davis, Director, DREAM 90

DATE:

August 12, 2022

SUBJECT:

Request Sole Source Procurement- Countywide

Postage Services-FY2023

Requested Action: The Department of Real Estate and Asset Management is requesting approval to award contract without competition with the United States Postal Services (USPS) to provide Countywide postage services for Fulton County agencies for fiscal year 2023, in the total amount of \$1,850,000.00.

Discussion: This service is required to adhere to postage mandates for Fulton County agencies and to provide postage to various user departments for "time sensitive" mail such as tax information to include W-2 forms, tax bills to Fulton County citizens, jury summons, absentee ballots, voter registration applications, head of household mailings and any notices mailed from Fulton County, which must arrive at their destinations in a timely manner. Postage stamps cannot be purchased from another source. The United States Postal Services is the sole proprietary provider for delivery of postal services.

Pursuant to Purchasing Code Section 102-384, this request meets the following category permitted as the basis for conditions allowing the award of a contract without competition:

(A) A governmental agency is the only provider of the service and/or services

Impact: If this sole source is not approved, this will jeopardize Fulton County's delivery of time sensitive mail to its citizens and patrons and may impact the timeliness of mailings to voters for the 2023 Elections and the timely mailing of tax notices to Fulton County citizens.

The funding for this request is in account line #700-520-5201-1703 in the amount of \$1,850,000.00, subject to availability of funding adopted for FY2023 by BOC.

If you require additional information, please contact Harry Jordan at (404) 612-5933.

JD/AP/haj

ATTACHMENTS: Justification and Approval for Award of Contract W/O Competition RQN# 081222-0138

C: Donna Jenkins, Deputy Director, Purchasing and Contract Compliance Mark Hawks, CAPA, C Team, Purchasing and Contract Compliance April Pye, Administrator, DREAM Administration Harry Jordan, Contract Management Administrator, Purchasing/DREAM Florene Thornton, Financial Administrator, DREAM



Agenda Item Summary

Agenda Item No.:	22-0682	Meeting Date:	9/21/2022		
Department Real Estate and As	set Manageme	ent			
_	J				
•		•	, purpose, cost, timeframe,	•	
21ITB128258C-CG amount of \$92,073 Senior Centers and	, Janitorial Ser 00 with Amer d Central Ser lities accordin	rvices for Selected ican Facility Servic nior Centers) to its ng to the terms an	artment of Real Estate Fulton County Facilitie es, Inc. (Alpharetta, Good existing contract and documents of the contract and	es (Groups C, D GA) to add Grou d to assume th	& G) in the p G (North ne janitoria
In accordance with contract and neces	Purchasing Cosary for contractions and contractions and contractions.	ode Section 102-42 act completion of th	policy, statute or code requipolicy, statute or code requipolic re	ons within the so cifications, servic	ces, time of
Strategic Priority Open and Respon			es, note strategic priority a	rea below)	
Commission Districts All Districts District 1 District 2 District 3 District 4 District 5 District 6	tricts Affecte	ed			
Is this a purchas	ing item?				

Summary & Background This amendment is to add Group G (North Senior Centers and Central Senior Centers), to American Facility Services existing contract for the remaining three months, effective October 1, 2022 through December 31, 2022.

American Facility Services, Inc. is currently responsible for providing janitorial services for Group D:

Agenda Item No.: 22-0682 Meeting Date: 9/21/2022

North Fulton Libraries which consists of; 15 facilities: Alpharetta, Milton, Buckhead, Dogwood, East Atlanta, Kirkwood, Northeast Regional, Northside, Adamsville/Collier heights, Ponce de Leon, Roswell Branch, Sandy Springs, Fulton Library at Ocee, Northwest Atlanta, and East Roswell Libraries, with a total of 225,198 cleanable square feet.

Buckhead Elite Construction Trust, Inc. was initially awarded the Contract for Group G on July 17, 2021 as Item #21-0519 in the amount of \$138,847.50 and was renewed (1st) by the BOC on December 15, 2021, as Item #21-1017 in the amount of \$333,282.00 for FY2022. Buckhead Elite has notified the County of its decision on July 27, 2022, to be released from its contractual obligation which will end their commitment with the County.

The Department is requesting that American Facility Services, the next (2nd) lowest responsible and responsive bidder in line for Group G (North and Central Senior Centers), be approved to assume cleaning responsibilities for Group G on October 1, 2022.

AFS has performed very well and is highly competent as a Janitorial contractor for Fulton County as stated in their performance report.

Scope of Work: The Scope includes 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. AFS service 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.

Community Impact: The overall community impact is to provide clean and sanitary environments to these Fulton County facilities.

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

Project Implications: This amendment will allow the existing Janitorial Contractor to provide and maintain sustainable clean and sanitary County facilities for Group G. 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 this contract amendment is not approved, there will be a delay in providing janitorial services for Group G.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount	
Original Award Amount	22-0058	1/19/22	\$267,607.00	
Amendment No. 1			\$92,073.00	

Agenda Item No.: 22-0682 Meeting Date: 9/21/2022

Total Revised Amount \$359,680.00

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

Contract Value: \$92,073.00

Prime Vendor: American Facility Services, Inc.

Prime Status: Non-Minority

Location: Alpharetta, GA County: Fulton County

Prime Value: \$73,658.40 or 80.00%

Subcontractor: Phenomenal Janitorial & Maintenance Svc. Corp.

Subcontractor Status: African American Female Business Enterprise-Non-Certified

Location: Jonesboro, GA County: Clayton County

Subcontractor Value: \$18,414.60 or 20.00%

Total Contract Value: \$92,073.00 or 100.00% Total M/FBE Value: \$18,414.60 or 20.00%

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: 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: \$267,607.00

Previous Adjustments: \$0.00

This Request: \$92,073.00 TOTAL: \$359,680.00

Agenda Item No.: 22-0682	Meeting Date: 9/21/	2022
Grant Information Summary	y	
Amount Requested: Match Required: Start Date: End Date: Match Account \$:		Cash In-Kind Approval to Award Apply & Accept
Fiscal Impact / Funding So	urce	
Funding Line 1:		
100-520-5221-1176: General, F	Real Estate and Asset Mana	agement, Cleaning Services- \$92,073.00
Key Contract Terms		
Start Date: 10/1/2022	End Date: 12/31/2022	
Cost Adjustment:	Renewal/Extension Term renewal option remaining	s : 0

Overall Contractor Performance Rating: 3.00

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

1/1/2022 6/30/2022

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: America Facility Services, Inc.

Contract No. 21ITB128258C-CG, Janitorial Services for Selected Fulton County

Group G (North Service Centers & Central Service Centers)

Address: 1325 Union Hill Industrial Court, Suite A

City, State Alpharetta, GA 30004

Telephone: (770) 740-1613

E-mail: kmccann@amfacility.com

Contact: Kevin McCann

President

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with **American Facility Services**, **Inc.** to provide janitorial services for North Fulton Libraries (Group D), dated January 19, 2022, on behalf of the Department of Real Estate Asset Management; and

WHEREAS; the purpose for this amendment is to add Janitorial Group G (North Senior Centers and Central Senior Centers), to American Facility Services, Inc. existing janitorial contract North Fulton Libraries (Group D); 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 **September 21, 2022, BOC Item #22-**.

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, 2022, 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. AFS service 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.

Group G: (North Senior Centers) – Consists of 5 facilities (HG Darnell, North Fulton, DC Benson, Dogwood and New Horizons) with a total of 74,002 cleanable sq. ft. and (Central Senior Centers) which consist of two (2) facilities (Edgewood and Helene S. Mills) with a total of 30,093 cleanable sq. ft.

- COMPENSATION: The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$92,073.00 (Ninety-Two Thousand Seventy-Three Hundred Dollar 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:	CONSULTANT:
FULTON COUNTY, GEORGIA	AMERICAN FACILITY SERVICES, INC.
Debout L Ditte Chairman	Kavin MaCann
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Kevin McCann President
ATTEST:	ATTEST:
ATILOT.	ATTEST.
Tonya R. Grier	Secretary/
Clerk to the Commission	Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
APPROVED AS TO FORM:	ATTEST:
Office of the County Attorney	 Notary Public
,	riotaly r dollo
APPROVED AS TO CONTENT:	County:
	,
	Commission Expires:
Joseph N. Davis, Director Department of Real Estate and Asset	(Affix Notary Seal)
Management	(Allix Notary Sear)
FEM#: RCS:	ITEM#: RM:



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT PROFESSIONAL SERVICES Report Period Start Report Period End **Contract Period Start** Contract Period End Purchaser Order Number Purchase Order Date Department Bid Number Service Commodity Contractor **Performance Rating** Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Pooremployees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive: effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration – Personnel Qualification 0 1 2 3 4 (Were Milestones Met Per Contract – Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/ Change – On Time Completion Per Contract) 0 1 2 3 4

3. Bus	sines	s Relations	(Responsiveness to Inquires – Prompt Problem Notifications)
	0		
	1		
	2		
	3		
	4		
4. Cus	stom		t User Quality Expectations – Met Specification – Within Budget – per Invoicing – No Substitutions)
	0		
	1		
	2		
	3		
	4		
5 Cor	ntrac	tors Key Personnel	(Credentials/Experience Appropriate – Effective
3. Coi	itiat	tors key rersonner	Supervision/Management – Available as Needed)
	0		
	1		
	2		
	3		
	4		

Overall Performance Rating

Would you select/recommend this vendor again?

Rating completed by:

Department Head Name:

Department Head Signature

Department Head Signature

After completing the form: Submit to Purchasing Print a copy for your records Save the form



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Ite	m No .: 22-0683	Meeting Date: 9/21/2022
Departme Public Work		
Request ap Atlanta Reg Commission \$110,450.00 modification	proval of an Agreem gional Commission (An In (AFCWRC), Cobb O; authorize the Cou	oriate Action or Motion, purpose, cost, timeframe, etc.) Int for River/Lake information Management Services among the RC), the City of Atlanta, the Atlanta-Fulton County Water Resources county-Marietta Water Authority and DeKalb County in the amount of ty Attorney to approve the Agreement as to form and make cution. Effective January 1, 2023 through December 31, 2025, val.
Section 3.1. Agreement	.6.11 of Amended At requires that purcha	(Cite specific Board policy, statute or code requirement) anta-Fulton County Water Resources Commission Joint Venture es, services, and expenditures that exceed \$50,000 must be oard of Commissioners and the Atlanta City Council.
•	Priority Area relat Human Services	d to this item (If yes, note strategic priority area below)
Commissi All Districts District 1 District 2 District 3 District 4 District 5 District 6	ion Districts Affec	ed
Is this a p	urchasing item?	
•	& Background (First verview of the relevant deta	sentence includes Agency recommendation. Provide an executive summary of the action ls for the item.)

Scope of Work:

The Fulton County Government is a co-owner of the Tom Lowe Atlanta-Fulton County Water Treatment Facility with the City of Atlanta. This agreement provides ARC the authority to act as the

Agenda Item No.: 22-0683 Meeting Date: 9/21/2022

agent for the participants, including interacting with the United States Government and the Georgia Power Company, and negotiating, executing and implementing a statement of policy regarding the management of water resources from Lake Lanier and the Chattahoochee River and the release of water from Morgan Falls Dam. The AFCWRC has utilized this agreement with ARC to provide these services since 2017.

Per the agreement, each participant, including the AFCWRC (of which Fulton County is a 50% member), agrees to pay the ARC the sum of:

- \$27,900 for calendar year 2023
- \$29,000 for calendar year 2024
- \$30,150 for calendar year 2025

In addition, as part of the River/Lake Management System, the United States Geological Survey (USGS) operates and maintains gauges in Suwanee Creek near Suwanee, Georgia and in Sope Creek near Marietta, Georgia. The participants agree to pay for necessary field and office work by USGS, directly related to such gauge operation and maintenance. For this work to be performed by USGS, each participant agrees to pay to ARC the sum of:

- \$7,700 for calendar year 2023
- \$7,850 for calendar year 2022
- \$7,850 for calendar year 2025

The AFCWRC is a participant to this agreement and Fulton County is only obligated for 50% of the above payment because of the joint venture with the City of Atlanta. The City of Atlanta will be responsible for the other 50% of the agreement cost. Therefore, the total financial responsibility of Fulton County will be \$55,225 over a three-year period beginning January 1, 2023.

This Agreement will also be approved by the AFCWRC Board of Directors at their next regularly scheduled meeting and the funding will be provided in the 2023 AFCWRC operations budget.

Community Impact:

Failure to enter into this agreement may impact the ability of the AFCWRC from withdrawing from the Chattahoochee River for our portable water needs.

Department Recommendation:

The Department of Public Works recommends approval of the agreement.

Project Implications:

Failure to enter into this agreement may impact the ability of the AFCWRC from withdrawing from the Chattahoochee River for our portable water needs.

Community Issues/Concerns:

No issues/concerns have been raised by the community during the implementation of the past agreements.

Department Issues/Concerns:

Agenda Item No.: 22-0683 Meeting Date: 9/21/2022

No issues/concerns have been raised by the department

AGREEMENT FOR RIVER/LAKE INFORMATION MANAGEMENT SERVICES

THIS AGREEMENT, entered into as of _______, 2022, by and among the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and the CITY OF ATLANTA (hereinafter referred to as "Atlanta"); THE ATLANTA – FULTON COUNTY WATER RESOURCES COMMISSION, a joint venture of the City of Atlanta and Fulton County (hereinafter referred to as "AFCWRC"); COBB COUNTY-MARIETTA WATER AUTHORITY (hereinafter referred to as "CCMWA"); and DEKALB COUNTY (hereinafter referred to as "DeKalb"). (Atlanta, AFCWRC, CCMWA, and DeKalb are sometimes hereinafter referred to as the "Participants" or "Local Governments").

WITNESSETH:

WHEREAS, the Participants are all "participating affected local governments" within the meaning given that phrase in § 50-8-99.1(a) of the Official Code of Georgia Annotated (the "Code"); and

WHEREAS, each of the Participants satisfies all or portion of its water needs by withdrawing same from the Chattahoochee River; and

WHEREAS, the Participants desire to provide for the efficient use of the water resources for water supply and water quality, and to assure the continued availability of the foregoing water resources by providing information for appropriate releases of water from Lake Lanier by the United States of America (the "Government") and from Morgan Falls Dam by Georgia Power Company (the "Company"); and

WHEREAS, pursuant to § 50-8-99.1(b) of the Code, ARC is authorized to act as the contracting and coordinating agent for the Participants under certain conditions; and

WHEREAS, each of the Participants hereby agrees, approves and authorizes ARC to act as its agent as aforesaid, subject to the authority given and duties defined herein below, including providing to the Company and the Government information on needs for water supply withdrawals from the Chattahoochee River below Buford Dam to its confluence with Peachtree Creek, and coordinating with the Participants to ensure the efficient management of the water resources in Lake Lanier and the Chattahoochee River below Buford Dam to its confluence with Peachtree Creek (collectively, the "project"); and

WHEREAS, ARC has negotiated and executed on February 12, 2007 a Statement of Policy with the Company (the "Statement") whereby the Company agrees to use its best efforts, subject to the conditions in the Statement, to operate Morgan Falls Dam in such a fashion as to provide minimum releases determined by ARC as sufficient for the water supply withdrawals and to meet minimum target river flows immediately upstream from the confluence of the Chattahoochee River with Peachtree Creek; and

WHEREAS, the Statement was incorporated into the FERC Order Issuing New License for Morgan Falls Dam dated May 22, 2008, and by their terms both the FERC License and Statement expire together in 2039; and

WHEREAS, an updated Water Control Manual for Buford Dam and Lake Sidney Lanier was approved on March 30, 2017 ("Water Control Manual"), and among other things it requires the Government to make releases from Buford Dam, accounting for inflows and withdrawals, to provide a minimum target of 750 cfs between May to October and 650 cfs between November to April, measured 40 miles downstream from Buford Dam in the Chattahoochee River, just upstream of the confluence with Peachtree Creek (with the 650 cfs or 750 cfs, as applicable, being referred to as the "Minimum Flow Target").

WHEREAS, the Participants and ARC desire to enter into this agreement in order to allocate the costs and benefits associated with the project, establish obligations and responsibilities of each of the Participants, delineate the relationship among the parties hereto, and address any other matters which may be necessary or convenient in order to assure the successful implementation of the project, all pursuant to § 50-8-99.1(c) of the Code.

NOW, THEREFORE, for and in consideration of the premises and the other mutual benefits to be derived herefrom, each of the parties hereto does hereby agree as follows:

1. Authority of ARC; Acknowledgements. In accordance with § 50-8-99.1(c) of the Code, each of the Participants hereby grants to ARC the authority to act as the sponsor and coordinator of the project, including interacting with the Government and the Company, and implementing the Statement. By so authorizing ARC to act on its behalf, each Participant agrees to be bound by each and every applicable provision of the Statement, whether or not a Participant is a party thereto. Each of the Participants hereby specifically ratifies any and all actions taken by ARC on its behalf with respect to the Statement which may have actually occurred prior to this agreement. Each Participant acknowledges that it will be acting in concert with the other Participants with regard to the project and agrees to cooperate with ARC and the other Participants in connection with same.

Each Participant recognizes that this agreement provides only for an information management and accounting system. ARC makes no representation with respect to the quality or availability of water. The water level along the Chattahoochee River will be determined in part by river geometry which will not be preserved or controlled by the Government, the Company or ARC. Thus, this agreement shall not be construed as giving any Participant the right to have the water level maintained at any elevation at points along the Chattahoochee River.

Each of the parties hereto recognizes that the information management and accounting system contemplated by this agreement is an administrative arrangement for coordinating and providing information used by the Government and the Company to make water control decisions in their efforts to make releases sufficient to meet the water supply needs of the Participants and the Minimum Flow Target. The purpose of the project is to provide an information management and accounting system for the most efficient water management practicable for providing for water supply withdrawals from the Chattahoochee River. It is a goal

of the information management and accounting system to request releases from Buford Dam only when needed and to schedule releases during peak power demand periods whenever possible, and to allow the Company to operate Morgan Falls Dam effectively in providing water supply and water quality flow downstream from the reservoir. Each Participant recognizes that participation in this agreement is being undertaken to fulfill a condition of its state water withdrawal permits.

- 2. <u>Duties of ARC</u>. ARC shall act as the sponsor for this project pursuant to § 50-8-99.1(c) of the Code. ARC agrees to perform in a timely and professional manner those tasks to be performed by ARC in accordance with this agreement and the Statement, to work with the Government and the Company in furtherance of the goals and objectives of the project, and to coordinate the implementation of the project as planned on behalf of the Participants in accordance with the terms hereof. More specifically, the activities of ARC in connection with the project shall include, but not necessarily be limited to, the following:
- (a) Interfacing, communicating and working with the Government and the Company as may be necessary or proper in order to achieve the efficient management of the water resources;
- (b) Representing the interests of the Participants while carrying out the terms and conditions of this agreement and in dealing with the Government and the Company generally;
- (c) Coordinating the activities of the Participants in connection with the project;
- (d) Calling and chairing such meetings of the Participants and/or representatives of the Government, the Company and any other parties responsible for the implementation of the project as may be necessary or desirable from time to time;
- (e) Coordinating the implementation of a river and lake information management and accounting system in cooperation with the Participants, the Company, the Georgia Department of Natural Resources Environmental Protection Division and the Government. More specifically, ARC shall at a minimum:
 - (i) receive in advance estimated water requirements for each day of the following week and actual withdrawals for each day of the previous week from all the Participants;
 - (ii) monitor tributary stream flows on a daily or other appropriate basis through data made available from the Government and the USGS, and estimate inflows;
 - (iii) advise the Government and the Company of weekly water requirements;

- (iv) coordinate future improvements to the information management and accounting system; and
- (f) Collecting the payments due from each of the Participants hereunder in connection with the project; and
- (g) Maintaining any records related to the project as may be reasonably required by the Government.

Notwithstanding the above, it is understood and agreed that ARC's performance hereunder is, in many respects, conditioned upon the cooperation of other parties, particularly the Government, the Company and the Participants. Consequently, ARC assumes no responsibility for its failure to perform as contemplated herein, or under any agreement, when such failure is caused by the fault of others, the occurrence or nonoccurrence of any of the conditions in Section 1.6 of the Statement, any failure by the Government to make necessary releases from Buford Dam, or any failure by the Company to make necessary releases from Morgan Falls Dam.

- 3. <u>Duties of the Participants</u>. The Participants shall perform such duties and shall have the responsibilities including, but not necessarily limited to, the following;
- (a) Taking such actions as may be reasonably required in connection with the project;
- (b) Attending any meetings called by ARC in connection with the project after receiving reasonable prior notice;
- (c) Cooperating with ARC in the effort to provide an information management and accounting system by:
- (i) Designating in writing to ARC a contact person responsible for providing the weekly estimates called for in item (c)(ii) below;
- (ii) Providing to ARC on a weekly basis an estimate of anticipated daily water withdrawals each day for the upcoming week; including an estimate to be received at ARC by 3:00 p.m. on Wednesday of each week and to include the period beginning on the following Saturday and continuing through the Friday thereafter, as well as an update of the water demand forecast for Tuesday through Friday provided on the Monday of each week by 12:00 noon; and providing ARC each day with the previous day's actual daily withdrawal figures, all of which information shall be provided by email or telephone and promptly confirmed in writing directed to a contact person designated by ARC.
- (iii) Providing for the accurate measurement of raw water withdrawals, including metering if necessary, and providing information to ARC regarding the method used to measure raw water withdrawals and estimating future weekly water withdrawals, and cooperating with ARC to improve forecasting methods;

- (iv) Maintaining and making available to ARC up-to-date and accurate monthly records of the quantity of water withdrawals and estimates in a form reasonably acceptable to ARC; and
- (v) Using their best efforts to request no more water than is necessary for daily operations, understanding that requesting more water than necessary may result in unneeded releases from Buford Dam and Morgan Falls Dam and the corresponding lowering of water levels in Lake Lanier; and
- (vi) Using their best efforts to withdraw no more water than has been estimated; and
- (vii) If water withdrawals will exceed the estimates provided to ARC, provide prompt notice to ARC sufficiently in advance of any additional withdrawals to allow appropriate action to be taken (i.e. if the estimate given on Wednesday will be exceeded, ARC will be promptly notified no less than 24 hours in advance of the anticipated need so that, if possible, appropriate action can be taken);
- (d) Withdrawing water only in accordance with the terms hereof and the requirements of each Participant's State of Georgia Water Withdrawal Permit;
- (e) Maintaining any records related to the project as may be reasonably required by either ARC or the Government; and
- (f) Paying their allocable shares of the costs associated with the project in a timely manner.
- 4. <u>Compensation</u>. For and in consideration of the project management services to be provided by ARC hereunder, each Participant agrees to pay to ARC the sum of:

\$27,900 for calendar year 2023 \$29,000 for calendar year 2024, \$30,150 for calendar year 2025,

As part of the River/Lake Management System, the United States Geological Survey (USGS) operates and maintains certain gages in Suwanee Creek near Suwanee, Georgia and in Sope Creek, near Marietta, Georgia. The Participants agree to pay for necessary field and office work by USGS, directly related to such gage operation and maintenance. For this work to be performed by USGS, each Participant agrees to reimburse ARC up to the following amounts based on the actual amounts billed by USGS:

\$7,700 for calendar year 2023 \$7,850 for calendar year 2024 \$7,850 for calendar year 2025

5. <u>Indemnification of ARC</u>. The Participants recognize that ARC has assumed the role of project sponsor at the request of the Participants. To the extent allowed by law, each Participant agrees to indemnify ARC and hold ARC harmless from liability of any nature or kind for or on

account of any claim for damages which may be filed or asserted by any party as a result of the activities undertaken by ARC as project sponsor and agent of the Participants in connection with the project, so long as such activities are performed by ARC in good faith and without willful neglect.

- 6. <u>Term.</u> This agreement shall be effective as of January 1, 2023 ("<u>Effective Date</u>") and shall continue in full force and effect until December 31, 2025; provided, however, that should performance of this agreement or the project become impossible due to factors outside the control of any of the parties, then this agreement shall be subject to immediate termination upon written notice from ARC or any one of the Participants to each of the other parties to this agreement.
- 7. <u>Successors</u>. This agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto, its successors and permitted assigns.
- 8. <u>Entire Agreement; Amendments</u>. This agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this agreement shall be valid only if accomplished by written amendment executed by all parties hereto.
- 9. <u>Applicable Law</u>. This agreement has been executed and will be performed in the state of Georgia, and all questions of interpretation and construction shall be governed by the laws of such state. Unless expressly provided otherwise by statutory law, venue of any action brought under this agreement shall be in Fulton County, Georgia exclusively.
- 10. <u>Legal Authority</u>. Each party to this agreement represents to each of the other parties that it is duly authorized and legally empowered to enter into this agreement.
- 11. <u>Failure to Act</u>. Should any party hereto at any time fail to take any action or make any response required hereunder in a timely manner, then the other parties shall be entitled to act alone with regard to any such matter; provided, however, that the failure of a party so to act or respond shall not affect that party's right to act or respond as to future matters.
- 12. <u>Severability</u>. If any provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by and through there duly authorized representatives as of the day and year first above written. This agreement may be executed in counterparts by each party hereto and shall be effective as of the Effective Date.

Counterpart 1 of 5 to Agreement for River/Lake Management Services.

	ATLANTA REGIONAL COMMISSION
Attest:	Anna Roach, Executive Director
	Kerry Armstrong, Chair

er/Lake Management Services.	
CITY OF ATLANTA	
Andrew Dickens, Mayor	(Seal)
	CITY OF ATLANTA

Counterpart 3 of 5 to Agreement for River/Lake Management Services.

	COBB COUNTY-MARIETTA WATER AUTHORITY
	James C. Scott, Jr., Chairman
Approved as to form:	Attest:
Attorney	Title:

Counterpart 4 of 5 to Agreement for River/Lake Management Services.

	DEKALB COUNTY, GEORGIA	
	Michael L. Thurmond Chief Executive Officer DeKalb County, Georgia	
	Attest:	
	Barbara Sanders Clerk of the Chief Executive Officer And Board of Commissioners Of DeKalb County, Georgia	
Approved as to Substance:	Approved as to Form:	
David Hayes Director of Watershed Management DeKalb County, GA	County Attorney	

Counterpart 5 of 5 to Agreement for River/Lake Management Services.

	ATLANTA-FULTON COUNTY WATE RESOURCES COMMISSION	
	AFCWRC Chair	
Approved as to Content:		
Kathy Crews, General Manager		
	Approved by Joint Venture Member:	
	FULTON COUNTY	
	Robert L. Pitts, Chairman Fulton County Board of Commissioners	
	ATTEST:	
	Clerk of the Commission	
	Approved as to Form:	
	Fulton County Attorney	

Approved by Joint Venture Member:

CITY OF ATLANTA

Attest:		
Municipal Clerk	Andrew Dickens, Mayor	(Seal)
Approved as to Form:		
City Attorney		



Yes

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	No.: 22-0684	Meeting Date: 9/21/202	22
Department Public Works			
Request app CJC, Water	roval to increase s Meters in the a	mount of \$1,078,910.67 wi	cost, timeframe, etc.) ent of Public Works, 20ITBC101020A th Delta Municipal Supply Company n BOC approval through December 31
In accordance contract and performance	e with Purchasing (necessary for contr	The state of the s	ct modifications within the scope of the ; in the specifications, services, time of
•	riority Area relate Iuman Services	ed to this item (If yes, note stra	ategic priority area below)
Commissio All Districts District 1 District 2 District 3 District 4 District 5 District 6	n Districts Affec	ted	
Is this a pur	rchasing item?		

Summary & Background Department of Public Works recommends approval to increase spending authority, 20ITBC101020A-CJC, Water Meters. The additional authority is needed to procure materials without delay due to significant delays in material deliveries and availability of supply chain issues.

Scope of Work: The contract with Delta Municipal Supply Company provides for the procurement of water meters to be installed at new water service connections and for repairs and replacement of

Agenda Item No.: 22-0684 Meeting Date: 9/21/2022

current service locations. On November 3, 2021, Delta Municipal was approved to supply 34 large water meters and 2,070 small water meters in 2022 for a cost of \$750,000. Public Works has received these meters and have installed them throughout our service area. Currently, Public Works has a limited number of meters in stock for new installations in addition to the replacement of 600 residential and commercial meters due to malfunctions that inhibit the accuracy of recording water usage and associated potential loss of revenue. This increased spending authority will purchase additional meters to address this any new meter installations and replacements between now and the first quarter of 2023. In all, 20 large meters and 3,100 small meters can be purchased at this time through the supplier. Current supply chain and shipping issues could potentially cause delay in the delivery of equipment if we wait until 2023. Additionally, the equipment can be purchased at the current rate and not the renewal rate we will be negotiating for 2023 later this fall.

Community Impact: Approval to increase spending authority will avoid delays in the procurement of Water Meters. Failure to procure/ maintain these items in stock can negatively impact the operational support of the Water Services Division to install water meters in a timely manner. Subsequent negative constituent billing issues can ensue if not procured efficiently.

Department Recommendation: The Department of Public Works recommends approval to increase spending authority to the contract with Delta Municipal Supply Company not to exceed the recommended increased amount of \$1,078,910.67.

Project Implications: The efficient procurement of water meters is necessary to ensure accurate billing of water consumption for all water system customers.

Community Issues/Concerns: No issues/concerns have been raised by constituents or clients regarding this agenda item.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with the proposed price increase.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0999	2/3/2021	\$750,000.00
1st Renewal	21-0868	11/3/2021	\$750,000.00
Amendment No. 1			\$1,078,910.67
Total Revised Amount			\$2,578,910.67

Contract & Compliance Information

Contract Value: \$1,078,910.67

Prime Vendor: Delta Municipal Supply Co.

Prime Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County

Agenda Item No.: 22-0684	Meeting Date	: 9/21	1/2022
Prime Value:	\$1,078,910.67 or 100%		
Subcontractor:	None		
Total Contract Value: Total M/FBE Value:	\$1,078,910.67 or 100% \$-0-		
Exhibits Attached			
Exhibit 1: Amendment Forr Exhibit 2: Contractor Performance			
Contact Information Nick Ammons, Deputy Dire Contract Attached	ector, Public Works, (404)	612-	7530
No			
Previous Contracts			
Yes			
Total Contract Value			
Original Approved Amount Previous Adjustments: This Request: TOTAL:	\$750,000.00 \$750,000.00 \$1,078,910.67 \$2,578,910.67		
Grant Information Sum	mary		
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:			
203-540-5453-1450: Water	& Sewer R & E, Public W	/orks	, Maintenance Supplies - \$400.00
Funding Line 2:			

203-540-5400-W046: Water & Sewer R & E, Public Works, Water Meter Replacements -

Agenda Item No.: 22-0684 Meeting Date: 9/21/2022

\$1,078,510.67

End Date: 12/31/2022
Renewal/Extension Terms: 1 option remains

Overall Contractor Performance Rating: 3.00

Would you select/recommend this vendor again?

Yes

Report Period Start: Report Period End:

4/1/2022 6/28/2022

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Delta Municipal**, **Inc.**

Contract No. 20ITBC101020A-CJC, Water Meters

Address: **P. O. Box 464412**

City, State Lawrenceville, GA 30042

Telephone: (770) 277-0211

E-mail: sslocum@deltamunicipal.com

Contact: Shane Slocum

Vice President

WITNESSETH

WHEREAS, Fulton County ("County") entered a Contract with Delta Municipal, Inc, to provide water meters dated 02/03/2021, on behalf of the Department of Public Works; and

WHEREAS, this increased spending authority will cover the cost for the procurement of water meters to be installed at new water service connections and for repairs and replacement of current service locations, and avoid the delay in procuring these materials; 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 [Insert Board of Commissioners approval date and item number].

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of ____, 20__, between the County and Delta Municipal, 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

SCOPE OF WORK TO BE PERFORMED: This increased spending authority will provide for water meters to be installed at new water service connections and for repairs and replacement of current service locations. On November 3, 2021, Delta Municipal was approved to supply 2100 of new meters for 2022 at a cost of \$750,000. Public Works has received these meters and have installed them throughout our

service area. Currently, up to 600 residential and commercial meters require replacement due to malfunctions that inhibit the accuracy of recording water usage and associated potential loss of revenue. This increased spending authority will purchase enough meters to address this need plus provide additional meters to ensure our inventory is stocked through the first quarter of 2023.

1. .

- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by the Contractor for a total amount not to exceed the additional amount of \$1,078,910.67.
- 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.** __ **TO FORM OF CONTRACT:** Except as modified by this Amendment No. __ 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:	CONSULTANT:
FULTON COUNTY, GEORGIA	DELTA MUNICIPAL, INC
Robert L. Pitts, Chairman	Shane Slocum
Fulton County Board of Commissioners	Vice President
ATTEST:	ATTEST:
Tonya R. Grier	Secretary/
Clerk to the Commission	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:
	Commission Expires:
David Clark, Director	
Department of Public Works	(Affix Notary Seal)
ΓΕΜ#: RCS:	ITEM#: RM:
FCESS MEETING	DECLUAD MEETING



DEPARTMENT OF PURCHASFING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT GOODS AND COMMODITIES Report Period Start Report Period End **Contract Period Start** Contract Period End Purchaser Order Number Purchase Order Date Department Bid Number Service Commodity Contractor **Performance Rating** Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of 0 = Unsatisfactory customer dissatisfaction. Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key 1 = Pooremployees marginally capable; customer somewhat satisfied. Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs 2 = Satisfactory adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction. Archives contract requirements 90% of the time. Usually responsive: effective and/or efficient; delays have not impact on programs/mission; key employees 3 = Goodare highly competent and seldom require guidance; customers are highly satisfied Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and 4 = Excellent require minimal directions; customers expectations are exceeded. (Specification Compliance - Technical Excellence -1. Quality of Goods/Services Reports/Administration – Personnel Qualification 0 1 2 3 4 (Were Milestones Met Per Contract – Response Time (per 2. Timeliness of Performance agreement, if applicable) - Responsiveness to Directions/Change – On Time Completion Per Contract) 0 1 2 3 4

3. Bu	ısines	ss Relations	(Responsiveness to Inquires – Prompt Problem Notifications)
	0		
	1		
	2		
	3		
	4		
4. Cu	ıstom	ner Satisfaction	(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions)
	0		
	1		
	2		
	3		
	4		
Г С	ntra	stors Kou Dorsonnol	(Credentials/Experience Appropriate – Effective
5.00	mtrac	ctors Key Personnel	Supervision/Management – Available as Needed)
	0		
	1		
	2		
	3		
	4		

Overall Performance Ratir	ng	Date		
Would you select/recomm	nend this vendor again?			
Rating completed by:				
Department Head Name:		1/2/		
Department Head Signatu	re	W / W		

After you have competed filling out the form: Submit the for to Purchasing Print a copy of the form Save the form



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iten	n No. : 22-0685	Meeting Date: 9/21/2022	
Departmen District Attori			
Request app Partnership / Responses t	roval of a Memorar Against Domestic V	opriate Action or Motion, purpose, cost, timeframe, etc.) dum of Understanding between Fulton County District Attorney iolence, a Sub-recipients of the 2021 Improving Criminal Justice e, Dating Violence, Sexual Assault, and Stalking Grant Progran	е
Requireme Vote to Appr		ON (Cite specific Board policy, statute or code requirement)	
Strategic P	•	ed to this item (If yes, note strategic priority area below)	
Commissio	on Districts Affec	ted	
All Districts	\boxtimes		
District 1			
District 2			
District 3			
District 4			
District 5			
District 6			
ls this a pu No	rchasing 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.)

FCDAO recommends that the Board of Commissioners approve the Memorandum of Understanding Agreements with Partnership Against Domestic Violence, a sub recipient of the FCDAO's grant from the Office on Violence Against Women (OVW) 2021 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program to improve Fulton County criminal justice agencies' coordinated response to domestic violence victims and more effectively hold offenders accountable.

Agenda Item No.: 22-0685 Meeting Date: 9/21/2022

Scope of Work: The Sub recipient will partner with the FCDAO to create a support group for victims whose abusers are being prosecuted by the FCDAO, designate a contact to receive high need referrals from the FCDAO, and assist the FCDAO to assess the victims in highest need of community services.

Community Impact: Fulton County has the largest number of domestic violence related deaths in the state; from 2014-2018, 10% of all domestic violence related deaths in Georgia occurred in Fulton County. The COVID-19 pandemic has worsened the domestic violence crisis with a 29% increase in the number of reported domestic violence related incidents in Fulton County and a 45% increase in the number of reported domestic violence related incidents in the city of Atlanta. The grant will improve interagency collaboration to improve the response to domestic violence victims, participating in OVW-approved trainings and incorporating OVW-approved best practices into the agencies' operations

Department Recommendation: The District Attorney recommends approving the Memorandums of Understanding.

Project Implications: The implications are to increase the emotional health and physical security of the victims while holding abusers accountable through more informed and efficient arrest and prosecution.

Community Issues/Concerns: The District Attorney is not aware of any community concerns regarding the sub recipient partner.

Department Issues/Concerns: The District Attorney does not have any concerns regarding the sub recipient partner.

Contract Modification (<u>Delete</u> this chart <u>only</u> if the Requested Action is for a NEW award. Simply insert the text " **New Procurement**." If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$.00
1st Renewal			\$.00
2 nd Renewal			\$.00
Extension #1			\$.00
Total Revised Amount			\$.00

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

Click or tap here to enter text.

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.

Agenda Item No.: 22-	-0685	Meeting Date:	9/21	/2022	
Contract Attached					
Choose an item.					
Previous Contracts	;				
Choose an item.					
Total Contract Valu	e				
Original Approved Am Previous Adjustments: This Request: TOTAL:		Click here to enter text. Click here to enter text. Click here to enter text. Click here to enter text.			
Grant Information S	Summa	ary			
•	Click h Click h	nere to enter text.		Cash In-Kind Approval to Award Apply & Accept	
Fiscal Impact / Fun	ding S	Source			
Funding Line 1:					
Click here to enter text	t.				
Funding Line 2:					
Click here to enter text	t.				
Funding Line 3:					
Click here to enter text	t.				
Funding Line 4:					
Click here to enter text	t.				
Funding Line 5:					
Click here to enter text	t.				

Agenda Item No.: 22-0685 Meeting Date: 9/21/2022

Key Contract Terms				
Start Date: Click here to enter a date.	End Date: Click here to enter a date.			
Cost Adjustment: Click	Renewal/Extension Terms: C			
here to enter text.	here to enter text.			

Overall Contractor Performance Rating:

Would you select/recommend this vendor again? Choose an item.

Report Period Start: Report Period End:

Click here to enter a date. Click here to enter a date.

AWARD # -15JOVW-21-GG-02013-ICJR

Project Title

Criminal Justice Reform to Improve Outcomes for Victims of Domestic Violence

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

The Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The program fosters victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault, and stalking by encouraging state, local, and tribal governments and courts to work collaboratively with community partners to identify problems and share ideas that will result in effectively responding to these crimes. An integral component of this program is the development, revitalization, or enhancement of a coordinated community response that brings together criminal justice agencies, victim services providers, and community-based organizations that respond to domestic violence, dating violence, sexual assault, and stalking.

The grantee, in collaboration with its project partners, will use this new award to develop, revitalize, or enhance the jurisdiction's community coordinated response. Specifically, the project will: 1) identify a project coordinator to lead the project; 2) complete community assessments to inform the development of a logic model; 3) participate in mandated OVW training and technical assistance, to include stalking and cyberstalking training; 4) create and submit a logic model outlining its community goals for the project's implementation phase to OVW; and 5) implement a 36-month project informed by the logic model.

The timing for performance of this new award is 48 months.

MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA, FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND PARTNERSHIP AGAINST DOMESTIC VIOLENCE

Criminal Justice Reform to Improve Outcomes for Victims of Domestic Violence

PURPOSE AND ROLES

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between Fulton County, Georgia (the "County"), the Fulton County District Attorney Office's ("FCDAO") and Partnership Against Domestic Violence ("PADV") (collectively, the "Parties"). The FCDAO is the recipient of the 2021 Criminal Justice Reform to Improve Outcomes for Victims of Domestic Violence ("2021 CJRIOVDW") Program Grant, Grant Award No. 2021-15JOVW-21-GG-02013-ICJR, in the amount of \$1,000,000 (the "Grant"). Responsibilities under this MOU coincide with the grant period of October 1,2021 through September 30, 2025, with a one year renewal term if the 2021 CJRIOVDW Program Grant is extended through October 2026.

The Grant was awarded to FCDAO on September 13, 2021 by the U.S. Department of Justice (DOJ), Office of Violence Against Women ("OVW") as memorialized in the attached award letter (see "Exhibit B"). The County and FCDAO agree that the Grant will be managed through Fulton County, as described in the "Fiscal Accountability" portion of the Grant application's Program Narrative. The portions of that proposal, attached hereto in its entirety as "Exhibit A," most relevant to this MOU is the Program Narrative and Budget Narrative. FCDAO will work PADV to create a coordinated community response team (CCRT) to improve coordinated responses to domestic violence victims and more effectively hold offenders accountable. The work of the CCRT is aimed at increasing the emotional health and physical security of the victims while holding abusers accountable through more informed, efficient arrest and prosecution.

II. RESPONSIBILITIES OF COUNTY AND FCDAO

- 1) Manage the 2021 CJRIOVDW Program Grant and reporting required under the Grant.
- 2) Work with PADV to accomplish the relevant goals, objectives and activities as described in the Grant proposal's Program Narrative.
- 3) Track use of allocated grant funds and any resulting outcomes and provide that information for 2021 CJRIOVDW Grant reporting purposes.
- 4) Collect the Grant's required performance measure data for 2021 CJRIOVDW Grant reporting purposes.
- 5) Request reimbursement from DOJ of all Grant money expended on at least a monthly or quarterly basis and distribute funds received by DOJ to PADV within 10 days of the receipt of said funds.

III RESPONSIBILITIES OF PADV

- a) PADV will work to implement the goals, objectives and activities as described in the Grant proposal's Program Budget Narrative.
- b) Track use of allocated grant funds and any resulting outcomes, and provide the information directly to the FCDAO for 2021 CJRIOVDW Grant reporting purposes, which PADV shall immediately share with the County's Finance Department, Grants Division, upon receipt.
- c) Collect the Grant's required performance measure data and provide the information to the County and FCDAO for 2021 CJRIOVDW Grant reporting purposes.
- d) Provide other relevant information to FCDAO on a quarterly basis in order to complete requisite progress and financial reports under 2021 CJRIOVDW.

IV. GENERAL PROVISIONS

- a) Other Relationships or Obligations. This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties.
- b) **Survival.** The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOU.
- c) **Severability.** If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- d) **Statement of Responsibility; Indemnification.** The Parties agree that any claims or actions arising out of the activities described in this Agreement, including actions of employees of the Parties, will be the sole responsibility of that party and not be imputed or attributed to the other party. 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. However, nothing herein shall be construed as a waiver of the County's sovereign immunity or the immunities available to the County's officials, officers, and employees.
- e) **Governing Law.** This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

PAYMENT FOR PROGRAM ACTIVITIES

For the aforementioned services FCDAO agrees to pay PADV solely from allocated and available Program Grant funds for eligible costs incurred by PADV in pursuit hereof, in an amount not to exceed \$20,000 each year of the Grant program for a total of \$80,000 and no more than \$2,500 for approved OVW training in accordance with the Program Budget Narrative budget attached as Exhibit A. during the project period between October 1, 2020 and September 31, 2024.

- a) Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.
- b) Payment shall be contingent on FCDAO receipt of an undisputed invoice and any reports and substantiation materials required by FCDAO.
- c) If PADV should fail to comply with any provision of the MOU, FCDAO shall be relieved of its obligation for further compensation.

RECORDKEEPING AND PERFORMANCE DATA

- a) PADV shall keep proper records of, and submit to the FCDAO each quarter, the following data:
 - i. Documentation of activities to be carried out by grant funded projects;
 - ii. Total number of persons served;
 - iii. Services provided;
 - iv. Personnel hired;
- b) PADV shall document all services provided and maintain individual service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected
- c) PADV shall ensure compliance with HIPAA requirements.

FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

- a) PADV shall submit a monthly or quarterly invoice to FCDAO for the eligible expenses incurred for Program. Billing documentation shall include the following:
 - i. A breakdown of expenditures by cost category;
 - ii. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by FCDAO; and
 - iii. Time sheet documentation for grant funded staff position.
- b) PADV shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any DOJ award funds awarded for the same MOU Between FCDAO and PADV

or similar purposes or programs. PADV agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of PADV expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

- c) All records shall be available to FCDAO, OVW, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office (the "GAO"), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of PADV pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.
- d) PADV also understands and agrees that FCDAO, DOJ and the GAO are authorized to interview any officer or employee of PADV regarding transactions related to this MOU.

V. REVIEW AND MODIFICATION

This Agreement may be reviewed to ensure adequate identification of support requirements. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Agreement. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated, agreed upon, and initialed by a representative of the Parties.

VI. CONFIDENTIALITY

Information exchanged in accordance with this Grant may be governed by separate confidentiality agreements between the Parties.

VII. MEDIA

No case information or action relating to the partnership of the FCDAO and PADV in accordance with this grant proposal may be publicized without the written approval of the FCDAO's Media Director and written approval of PADV's Executive Director.

VIII. AMBIGUITY

The Parties agree to the terms of this MOU. No ambiguity shall be presumptively construed against any other party.

IX. EFFECTIVE DATE

This Agreement becomes effective upon approval by the Board of Commissioners of Fulton County, Georgia and will remain in effect until October 1, 2025 or until superseded, rescinded, or modified by written, mutual agreement of the Parties.

ACCEPTANCE OF AGREEMENT BY PARTIES:

Katha D. Blackwell, LMSW	DATE	_
Chief Executive Officer		
Partnership Against Domestic Violence		
Robert L. Pitts, Chairman	DATE	_
Fulton County Board of Commissioners		
ATTEST:		
Tonya Grier	DATE	
Clerk to the Commission		

The Fulton County Government submits this grant application to the Office on Violence against Women (OVW) for the 2021 Improving Criminal Justice System Responses (ICJR) to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program, focusing on the Domestic Violence component. The Fulton County District Attorney's Office (FCDA), the Atlanta Police Department (APD) and the Atlanta Police Academy, the Partnership Against Domestic violence (PADV), and the Fulton County Sheriff's Office (FCSO) are partnering together to create a coordinated community response team (CCRT) to improve coordinated responses to domestic violence victims and more effectively hold offenders accountable.

To address the needs and challenges of the community, the CCRT will: 1) engage in OVW-approved trainings that incorporate trauma-informed practices, evidence-based prosecution, identifying the primary aggressor, preventing dual arrests, strangulation and temporary protection orders; 2) create a dedicated Domestic Violence Unit in the FCDA that will hire a senior prosecutor and advocate; 3) use OVW-approved risk and safety assessment tools to determine offender's risk of re-offending, and a victim's risk of lethal assault; 4) develop specific services for domestic violence victims whose abusers are being prosecuted in the FCDA's office; 5) connect victims to comprehensive community services; 6) educate Fulton County judges and personnel on OVW best practices for Courts; and, 7) propose domestic violence bill in the state legislature to address the safety of victims.

Partner	Roles and Responsibilities
Partnership	1) Create a support group for victims whose abuser is being prosecuted
Against Domestic	by the FCDA; 2) Designate a Coordinator of Services contact for high
Violence (PADV)	need referrals from the FCDA; and, 3) Develop a tool for FCDA to
	assess the victims in highest need of community services.
Fulton County	1) Form a specialized Domestic Violence Unit; 2) Hire a senior
District	prosecutor and senior advocate who will also serve as the project
Attorney's Office	coordinator; 3) Incorporate OVW best practices into the new unit; 4)
(FCDA)	Implement OVW training for prosecutors that addresses trauma informed
	practices about victim behavior, evidenced-based prosecution, signs of

	strangulation, how to prevent dual prosecution and enforcing TPOs; 5) Use OVW-approved risk assessment tools on the safety of the victim and behavior of the abuser to prioritize cases that needed immediate actions and victims who need referrals to community services.
Atlanta Police Department (APD)	1) Incorporate OVW training into the Atlanta Police Academy on: trauma-informed practices, how to identify the primary aggressor, how to prevent dual arrest, signs of strangulation, violation and enforcing TPOs; 2) Identify repeat offenders within FCDA caseload to prioritize cases.
Fulton County Sheriff's Office (FCSO)	1) Provide training to FCDA and Police Academy on how victims can obtain TPOs, TPO violation/enforcements, and how violations of TPOs can inform prosecutorial charges; 2) Provide training on child custody provisions within protective orders;3) lead outreach to the Fulton County Superior Courts to engage personnel in trainings on how to make Courts friendly to domestic violence victims.

Fulton County's proposed project and its new partnership with APD/Academy, FCSO, and PADV would be the first ICJR project in the County. To address purpose areas #1 and 9, the CCRT will invest in intensive OVW training that addresses TPOs, preventing dual arrests and prosecutions, identifying the aggressor, evidence based prosecution and trauma-based training. To implement purpose area #14, guided by FCSO, the CCRT will conduct education outreach to Fulton County Superior Courts on how to make courtrooms victim-friendly. Finally, the CCRT will introduce state legislation to increase victim safety and reduce domestic violence related murders to meet purpose area #16.

This project represents coordination among agencies in Fulton County that, to be honest, is long overdue. With fresh leadership and a vision of success, the CCRT partners have worked together to prepare for this application and funding, taking time to discuss the project goals and objectives throughout our agencies. For the first time, partners have shared their internal data, organizational structures and budgets to better inform one another of their operational capacity. Each partner developed outcomes and ideas for measurement activities that their organization would implement to contribute to the collaboration. The partners acknowledged that the first year would be spent planning how to implement the activities in tandem with DOJ technical advisors.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0686 Meeting Date: 10/5/2022
Department Sheriff
Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.) Request approval for an immediate increase funding for the Sheriff's Office in the amount of \$6,265,157.89, concentrating on the deficits forecast in FY2022 budget. The raise in funding addresses significant challenges due to inflation related to fuel, inmate food, personnel cost, inmate medical care and inmate transportation. This also addresses substantial issues associated with a compensatory and overtime problem causing significant attrition in jail and courthouse operations, leading to a noticeable misalignment with similar law enforcement agencies in recruiting efforts and security.
Requirement for Board Action (Cite specific Board policy, statute or code requirement) O.C.G.A § 15-16-10 it is the duty of the Sheriff to develop and implement a comprehensive plan for the security of the County Courthouse and any courthouse annex.
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 2 District 2
District 3 District 4 Distr
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 Sheriff's Office recommends approval due to inflation, "The Great Resignation," and unanticipated operations such as Operation Home Defense. Funding these priority items of emergent need compensate for recent courthouse operations related to high profile hearings and trials address, inmate

Agenda Item No.: 22-0686 Meeting Date: 10/5/2022

expenses and other significant challenges. This also brings us into alignment with other law enforcement agencies as a tool to retain critical employees by compensating them upfront rather accruing a large 480-hour compensatory leave balance. Specifically, this increase in funding will be used for operational expenses related to fuel, inmate food, inmate medical care, inmate transportation, and overtime.

Community Impact: This increase will allow the Sheriff's Office to better protect and serve the community.

Department Recommendation: The Sheriff's Office recommends approval

Project Implications: The increase in funding will allow the Sheriff to perform his Constitutional duties

Community Issues/Concerns: None to the knowledge of the Sheriff's Office

Department Issues/Concerns: None



FULTON COUNTY SHERIFF'S OFFICE

PATRICK "PAT" LABAT **FULTON COUNTY SHERIFF** 185 CENTRAL AVENUE, S. W. 9TH FLOOR ATLANTA, GEORGIA 30303 (404) 612-5100

WWW.FCSOGA.ORG

TO:

Hakeem Oshikoya, Finance, Director

FROM:

Patrick Labat, Sheriff

SUBMITTED: July 12, 2022

UPDATED:

September 9, 2022

RE:

FY2022 BOC Budget Soundings Request: August 3, 2022 - Updated with priorities

In discussion with County Manager Dick Anderson, we communicated a strategy to address the significant needs faced in the performance of operations targeting jail operations, courthouse security and warrant/law enforcement activities. We agreed that a multipronged approach through BOC Soundings and the FY2023 Budget is needed to address the substantial issues. The request did not make the Soundings as intended on August 3, 2022.

Through this update, I am providing the priority items of emergent need. The first of our two requests are the result of a Finance department Mid-Year forecast of our FY2022 Budget and our Office's analysis. The second priority addresses compensation that brings us in alignment with other law enforcement agencies and is a tool to retain critical employees by paying them upfront rather accruing a large leave balance. This alleviates current overtime expenditures that are showing over budget. This budget deficit was forecast months ago. This request is for \$6,265,157.89.

- 1. Emergency Mid-Year Forecasting Deficits
- 2. Operational Assessments and Improvements Overtime Compensation

FY2022 Request

First Mid-Year Priority - Emergency Mid-Year Forecasting Deficits*

Economic inflation and an increased in inmate population has presented a challenge to the current budget. We projected a budget shortfall of \$3,415,302.57 of the approved FY22 Budget. This shortfall is outlined below:

- A. Fuel Projected Shortfall: 295,236.01 Funding Line 100 330 P015 1452 This deficit is due to the nationwide increase in fuel cost and operational necessity.
- **B.** Inmate Food Projected Shortfall: 178,630.00 Funding Line 100 330 3302 1154 The increase in food cost is directly related to national supply chain challenges, inflation, and the rising inmate population.

- **C. Personnel Cost** Projected Shortfall: 1,896,414 Funding Line 100 330 3300 1016 Increased overtime has been vital to maintaining operational requirements due to staffing shortages.
- D. Inmate Medical Projected Shortfall: 945,022.56 Funding Line 100 330 3302 1158
 Over the past 6 months, the cost of inmate medical care to include prescriptions has increased. The cost of medication coupled with the population requiring medical services has increased.
- **E.** Inmate Transportation Services Projected Shortfall: \$100,000 Funding Line 100-330-3303-1308 The cost per mile has increased from \$1.40 to \$2.50 per mile, with surcharges.

Second Mid-Year Priority - Operational Assessments and Improvements*

Overtime Compensation

Cost: 2,849,855.32 (at midyear), Projected Annual Cost: 5,699,710.64 Funding Line 100 330 3300 1016 To fairly compensate and attract employees, the Sheriff's Office is paying overtime rather than applying compensatory time, eliminating the 480 comp pay requirement and moving to a traditional 171 hours for sworn personnel. This is proving to be a morale and retention enhancement and an effective management tool. This aligns with other metro Atlanta law enforcement agencies.

*Based on BFY22 Mid-Year Projections

FY2023 Enhancement Priorities

It has been determined through careful analysis and reporting of an urgent need to augment our current budget for Courthouse security, Jail operations and warrant/law enforcement activities. A professional security assessment was conducted and presented to you earlier this year. This presentation is provided to correct significant stressors on the system, people, and resources in our effort to maintain mandated services. Enclosed you will find the results and recommendations from outside experts and internal professionals to alleviate the strain on current operations.

The enclosed budget augmentation requests are critical to accomplishing the mission of the agency and constitutional duties of the Office of the Sheriff as indicated in O.C.G.A. § 15-16-10. These priorities include:

- 1. Security and Safety: The safety and security of citizens, employees, and inmates in the jail and the courts is paramount.
- 2. Technology: Enhancing technology to improve process efficiency in operations, security, and investigations is crucial to impact recidivism and crime.
- 3. Workforce: Recruiting, training, equipping, and compensating above standard to recruit and retain a best-in-class workforce.

The essential funding for the outlined priorities is \$72,873,956. Details are enclosed for your review. Additional supporting documentation will be provided as needed and as collected.

Security and Safety (Operation Home Defense)

1. Courthouse Security Assessment

Vendor: Group 9, Cost: 280,000.00

Funding Line 100 330 3300 1160

The vendor is to assess the strengths, weaknesses, opportunities, and threats to the Fulton County Courthouse to include physical security, technology, and staffing recommendations. This follows and builds on prior assessments leading to confidence in our readiness to handle high profile events.

2. Checkpoint Equipment

Vendor: ADANI/Leidos SafeView, Cost: 1,602,701.20

Funding Line - 100 330 P024 1408

This vendor will provide 5 body scanners and 5 bag scanners to upgrade the end-of-life equipment currently in use. One of the current body scanners has been inoperable for approximately 13 months.

3. Judges' Parking Security

Vendor: Accurate Fence, Cost: 15,320.00

Funding Line- 100 330 P024 1408

An anti-scaling fence is needed to fortify the secure parking area under the courthouse used for Judge parking.

4. Garage Parking Door-Intake Area

Vendor: Overhead Door, Cost: 68,034.00

Funding Line-100 330 P024 1408

This door is currently damaged, and the replacement is an upgraded security roll-up gate.

5. Courthouse Security Drone Program

Vendor: Axon-Photo Kite, Cost: 167,576.00

Funding Line-100 330 P024 1408

The courthouse security drone program will provide surveillance for daily court security operations, enhanced visibility for critical incidents, and provide security to law enforcement responders to security threats.

Technology Infrastructure Augmentation

1. Intelligence and Investigative tool

Vendor: LEO Technologies/VERUS, Cost: 1,265,000.00

Funding Line - 100 330 3302 1114

VERUS analyzes authorized inmate communications originating from the Fulton County Sheriff's Office jail facilities, immediately decreasing liabilities to the Fulton County Sheriff's Office. VERUS provides near real-time information with direct impacts to the mission of its public safety partners.

2. Cloud Storage Solutions-Jail

Vendor: Kyndryl Services, Cost: 2,399,557.00

Funding Line - 100 330 3302 1114

Implementing Digital Records Management creates a paperless environment for the Fulton County Jail. The massive number of paper files are at risk of loss and will inhibit record retention required by law. The project provides for scanning, cloud storage and digital sharing.

3. Cloud Storage Solutions-Accounting

Vendor: Kyndryl Services, Cost: 303,683.00

Funding Line - 100 330 3300 1114

Deploying Digital Records Management allows for an electronic progression environment for the Accounting/Tax Sales Office of the Sheriff's Office. The immense amount of paper files is at risk of loss and will inhibit record retention required by law. The project provides for scanning, cloud storage and digital sharing.

4. Smart Cards

Vendor: Police Smart Card, LLC, Cost: 17,100

Funding Line-100 330 3300 1114

This technology increases transparency by allowing citizens that interact with deputies a direct link to the deputy and the Sheriff's Office. This technology provides real-time badge information, immediate survey and feedback functionality, and an upgraded facility access control mechanism.

Personnel Equipment

1. Vehicles with Equipment

Vendor: Various, Cost: 2,278,688.10

Funding Line 500 330 3300 1410

In addition to fleet replacement, priority is given to adding vehicles required and supplied for warrants, special operations, and sex offender registry investigations in the law enforcement division.

2. Tasers and Body Cameras

Vendor: Axon, Cost: 8,827,080.00

Funding Line- 500 330 33001410

The currently used taser and body camera program is outdated. More recent technology allows for immediate automated camera activation upon deployment of tasers. This allows for heightened transparency, and better capabilities to decrease injuries to deputies or inmates.

3. Mobile Radios (APX6500 Enhanced Mobile)

Vendor: Motorola, Cost: 169,049.00

Funding Line- 500 330 3300 1410

Enhanced radios provide broader coverage for deputies traveling outside the metro area decreasing liability and officer safety concerns. This coverage enhances communication in areas where signal strength has been a challenge.

4. Special Operations Equipment

Vendor: DirectLink, Cost: 20,000.00

Funding Line- 100 330 3300 1410

The DirectLink Crisis Response "throw phone" is used in hostage negotiations or other critical incidents to communicate with target subjects.

5. Uniforms and Duty Gear

Vendor: Gall's, Cost: 474,000.00

Funding Line 100 330 P015 1455

Updating the duty gear is necessary to complete the uniform rebranding started in FY21. This includes improved protective gear accessory for uniformed personnel.

Operational Assessments and Improvements, continued

1. Staffing Analysis

Vendor: CGL, Cost: 406, 058.00

Funding Line 100 330 3300 1160

CGL will define and assess the current operation of the Sheriff's Office and provide recommendations for staffing, processes, and operations to become more efficient in the jails, courts, law enforcement and administrative functions of the Sheriff's Office. Based on a previous outdated analysis, we are understaffed and need to augment personnel especially with the increased number of detainees, security risks associated with the Courthouse, and increase in number of law enforcement/warrant activities. This engagement provides up to date analysis of current and future needs.

2. Employee Gym - 901 Rice Street

Vendor: CRM Construction Services, Cost: 2,000,000.00 Funding Line 500 330 3302 1410 Constructing and equipping an on-site gym at Rice Street will ease access for detention officer and other staff thereby increasing the likelihood of use. Research indicates exercise increases physical and mental wellbeing. Additionally, the free gym option is a recruitment and retention option as an employee benefit.

3. 9th Floor Renovations

Vendor: CRM Construction Services, Cost: 4,000,000.00 Funding Line 500 330 3300 1410 The Sheriff's Office needs to address a new organizational and administrative working environment to respond to new technologies and efficiencies. An architectural redesign of the 9th floor will

increase productivity, efficiency, and morale. The suite has not been updated in 20 years to align with the current aesthetic of the Government and Justice Center complexes.

4. Re-fund Unfunded Positions

Cost: 8,308,433.00

Funding Line 100 330 3300 1000

Positions were unfunded to allow the Sheriff to create an executive and professional staff to support mandated operations with proper oversight and functionality. This tactic was also used to create additional positions to fill gaps recognized in the operation for critical and necessary duties. These positions need to be re-funded to increase the effective workforce of the office.

5. New Pay Structure

Cost: \$34,106,520

Funding Line 100 330 3300 1000

This proposed pay structure would increase the starting pay for Deputies to 75,000.00 and 60,000.00 for Detention Officers. This allows for recruitment and retention that makes us attractive and marketable, allowing an advantage to reduce turnover and attain proficient talent. Additionally, this allows for a retention bonus for professional staff. This considers compression and its related impacts.

6. Overtime Compensation

Funding Line 100 330 3300 1016

Cost: 2,849,855.32 (at midyear), Projected Annual Cost: 5,699,710.64

To fairly compensate and attract employees, the Sheriff's Office is paying overtime rather than applying compensatory time, eliminating the 480 comp pay requirement and moving to a traditional 171 hours for sworn personnel. This is proving to be a morale and retention enhancement and an effective management tool. This aligns with other metro Atlanta law enforcement agencies.

cc: Fulton County Board of Commissioners
Dick Anderson, County Manager
Alton Adams, Chief Operating Officer

Sharon Whitmore, Chief Finance Officer



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Iten	n No. : 22-0687	Meeting Date: 9/21/2	2022
Departmen State Court	t		
Request app Disorder (SU provide subs based applic	roval of award without ID) Monitoring in the tance use disorder	e amount of \$180,000.00 wi (SUD) monitoring services	t, 22SS049A-KM, Substance Use ith Avertest, LLC, (Richmond, VA) to delivered via Aversys, a proprietary webse Fulton County DUI Treatment Court.
In accordance Purchasing D	ce with Purchasing (Department has dete	ermined there is only sourc	statute or code requirement) er conducting a good faith review, and the e available for the required supply, service Board of Commissioners for approval.
Strategic P Justice and		ed to this item (If yes, note	strategic priority area below)
Commission All Districts District 1 District 2 District 3 District 4 District 5 District 6	on Districts Affect	ted	
ls this a pu Yes	rchasing 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: Aversys is a proprietary web-based application that integrates individual client random selection and notification, same gender directly observed sample collections, clinical laboratory analysis, results reporting and event notification, and other related activities. As the contractor, Avertest, LLC will be responsible for providing drug testing services for the Fulton County

Agenda Item No.: 22-0687 Meeting Date: 9/21/2022

DUI Treatment Court. The drug testing services provide measurement-based systematic monitoring services for program participants and will foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community. The market demonstrates that the services sought are so unique that only one vendor can satisfy the program's requirements. It would require procuring these services from other service providers would require the coordination of multiple vendors to achieve a comparable level of client care. For example, there are service providers within Georgia that provide employment-related, non-observed sample collection services but send samples to independent laboratories. There are labs that conduct testing in Georgia but do not provide directly observed sample collection services. Averhealth, on the other hand, offers Fulton County both directly observed collections and our own lab testing, ensuring evidence-based practices and integrated services designed to help clients with SUD develop lasting healthy habits.

Community Impact: The Fulton County State DUI Treatment Court strengthens Fulton's County commitment and support of Accountability Courts, thereby aligning with the County's justice and safety plan.

Department Recommendation: The Fulton County State Court recommends approval.

Project Implications: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds.

Community Issues/Concerns: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds.

Department Issues/Concerns: The ability to utilize drug testing services is required to be in compliance with the Accountability Courts Best Practices/Standards and receive grant funds.

Contract Modification: New procurement

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: Justification and Approval Form

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

Bradley Jones, Behavioral Health Program Manager, DUI Treatment Court

Contract Attached

No

Previous Contracts

Agenda Item No.: 22-0687	Meeting Date: 9/21/2022	
No		
Total Contract Value		
Original Approved Amount: Previous Adjustments: This Request: TOTAL:	\$0.00 \$0.00 \$180,000.00 \$180,000.00	

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:

100 420 JSTR 1464: General Fund, State Court-General, Lab Supplies

Key Contract Terms			
Start Date: 1/1/2022	End Date: 12/31/2022		
Cost Adjustment:	Renewal/Extension Terms:		

Overall Contractor Performance Rating:

Would you select/recommend this vendor again? Yes

Report Period Start: 1/1/2022 **Report Period End:**

12/31/2022



JUSTIFICATION AND APPROVAL FOR ALLOWING AWARD OF CONTRACT WITHOUT COMPETITION

(Section A must be completed by the User Department and then submitted to the Department of Purchasing & Contract Compliance)

SECTION A

Department: State Court

Department Contact: Chris Scott & Bradley Jones

Description of Supplies/Services: Aversys is a proprietary web-based application that integrates individual client random selection and notification, same gender directly observed sample collections, clinical laboratory analysis, results reporting and event notification, and other related activities. As the contractor, Avertest, LLC will be responsible for providing drug testing services for the Fulton County DUI Treatment Court. The drug testing services provide measurement-based systematic monitoring services for program participants and will foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.

Demonstration of Contractor's Unique Qualifications:

The market demonstrates that the services sought are so unique that only one vendor can satisfy the program's requirements. It would require procuring these services from other service providers would require the coordination of multiple vendors to achieve a comparable level of client care. For example, there are service providers within Georgia that provide employment-related, non-observed sample collection services but send samples to independent laboratories. There are labs that conduct testing in Georgia but do not provide directly observed sample collection services. Averhealth, on the other hand, offers Fulton County both directly observed collections and our own lab testing, ensuring evidence-based practices and integrated services designed to help clients with SUD develop lasting healthy habits.

Single-provider solution: Avertest, LLC staff, not subcontractors, provide all collection and testing services avoiding common coordination issues with multiple vendors.

User-friendly web-based application: Aversys is designed to manage every step of the process, from client intake to results reporting and case management. The program is already using it there is no need for Fulton County to transition to a different system.

Existing bi-directional integration: The DUI Treatment Court Program will continue to benefit from the integration of Aversys with your case management system, Five Point Solutions, for efficient management of client profiles and receipt of test results.

Enhanced SMS appointment reminders: With this new service, the program's clients can receive future appointment reminders, medication reminders, and words of encouragement on their road to recovery.

Nationally certified laboratory: Avertest, LLC laboratory is nationally certified by CAP-FDT, one of just 30 in the nation, and was recently recertified for another two years.

Local service: Long-time presence and understanding of Fulton County with existing locations to serve you locally and statewide.

Next-business-day results: Certified screen results for samples collected on Monday are reported on Tuesday.

Fast collection times: Clients at the Patient Care Centers complete testing efficiently within three minutes.

Exceptional customer service: Support from our local operations team and national customer service. The Fulton County State DUI Treatment Court strengthens Fulton's County

commitment and support of Accountability Courts, thereby aligning with the Justice and Safety County goals, as well as the best practices/standards for accountability courts and drug testing. The program must follow best practices/standards for accountability courts in order to maintain its certification, and the program must be certified in order to receive grant funds.

(Section B must be completed by the Department of Purchasing & Contract Compliance)

SECTION B

MARKET SURVEY

Results of Market Survey

Date Public Notice posted on website: Thursday, August 4, 2022

Date Public Notice closed: Thursday, August 11, 2022

REVIEW OF OFFER(S)

Were any offers received (Y/N): Yes

Number of offers received: 3

Respondents: 1) Beechtree Diagnostics, 2) Page Testing Solutions, 3) True Peaks, LLC

Date Offers submitted to User Department for review: August 12, 2022

User Department review and recommendation: The department reviewed the proposals received and determined that the proposals do not provide all of the required services and would require procuring these services from other service providers; would require coordination of multiple vendors to achieve a comparable level of client care; and Aversys is a proprietary system and is the property of Avertest, LLC d/b/a Averhealth.

Purchasing Agent review and recommendation: After review of the services required and the proprietary system and the review provided by the User Department, the Department of Purchasing & Contract Compliance concurs with the recommendation received from State Court.

CERTIFICATION

Having conducted a good faith review of source availability regarding the materials, goods and or services stipulated herein, subsequent to consultation with the County Manager and the recommendation of the User Department, it has been determined that there is only one source available for the required work, labor or service to be done or the supplies, materials, or equipment to be furnished, per the Fulton County Code of Ordinances §102-384, Award without competition.

I, Felicia Strong-Whitaker, Purchasing Director, certify that the facts and representations under my cognizance which are included in this justification and its supporting documentation which form the basis for this justification are complete and accurate.	
Felicia Strong-Whitaker Purchasing Director	Date
_ ·	ager, certify that the facts and representations under my this justification and its supporting documentation which form omplete and accurate.
Dick Anderson	Date



July 18, 2022

Bradley Jones, LPC, CPM, CPCS Behavioral Health Program Manager Fulton County DUI Treatment Court

Dear Brad:

As your trusted partner, Avertest, LLC (dba Averhealth) is delighted to offer the Fulton County DUI Treatment Court the benefits, convenience, and efficiency of a sole-source agreement for substance use disorder (SUD) testing and monitoring services.

In addition to avoiding a laborious sourcing process, Fulton County can immediately benefit from our all-in-one solutions that include initial client enrollment, random selection, client notification, specimen collections, laboratory testing, and more. Procuring these services from other service providers would require the coordination of multiple vendors to achieve a comparable level of client care.

For example, there are service providers within Georgia that provide employment-related, non-observed sample collection services but send samples to independent laboratories. There are labs that conduct testing in Georgia but do not provide directly observed sample collection services. Averhealth, on the other hand, offers Fulton County both directly observed collections and our own lab testing, ensuring evidence-based practices and integrated services designed to help clients with SUD develop lasting healthy habits.

Since 1995, we have focused on providing substance use monitoring services tailored to the unique and exacting needs of treatment courts operating at the holistic intersection of criminal justice and behavioral health. Our services are centered on evidence-based practices proven to help your clients develop coping and refusal skills to new substance use.

We offer Fulton County proven solutions so your team can continue to focus more on what matters the most – the well-being of your clients. Here's how you can benefit from the Averhealth advantage:

- ✓ **Single-provider solution:** Averhealth staff, not subcontractors, provide all collection and testing services avoiding common coordination issues with multiple vendors.
- ✓ **User-friendly web-based application:** Aversys is designed to manage every step of the process, from client intake to results reporting and case management. Since you're already using it there's no need for Fulton County to transition to a different system.
- ✓ Existing bi-directional integration: You will continue to benefit from the integration of Aversys with your case management system, Five Point Solutions, for efficient management of client profiles and receipt of test results.
- ✓ Enhanced SMS appointment reminders: With this new service, your clients can receive future appointment reminders, medication reminders, and words of encouragement on their road to recovery.
- ✓ Nationally certified laboratory: Our laboratory is nationally certified by CAP-FDT, one of just 30 in the nation, and was recently recertified for another two years.
- ✓ Local service: Long-time presence and understanding of Fulton County with existing locations to serve you locally and statewide.
- ✓ Next business-day results: Certified screen results for samples collected on Monday are reported on

Tuesday.

- ✓ Fast collection times: Clients at our Patient Care Centers complete testing efficiently within three minutes
- ✓ Exceptional customer service: Support from our local operations team and national customer service.
- ✓ Experience and continuity: We understand the needs of Fulton County and have the technology, people, and science to continue making difference.

Thank you for the opportunity to continue serving Fulton County DUI Treatment Court. We look forward to continuing our partnership and look forward to any questions you have about maintaining the Averhealth advantage.

Sincerely,

Jason Herzog

Chief Executive Officer

2916 W Marshall St, Richmond, VA 23230

aver**health.com**

Scope of Work

As your proven partner, Averhealth will continue to be responsible for substance use disorder (SUD) testing and monitoring services for clients in Fulton County DUI Treatment Court. This includes all-in-one services that include initial client enrollment, random selection, client notification, specimen collections, laboratory testing, and more. Averhealth will continue to provide the County with existing services and locations in addition to enhancements outlined in this letter.

Community Impact

Averhealth will ensure service continuity for your clients on their road to recovery. By not beginning anew with a new provider, Fulton County will offer stability in uncertain times.

About Averhealth: Your Partner for Success

Providing substance use monitoring services to, local governments, collaborative courts, judicial programs, and probation departments is not just a small part of what we do – it is the only thing we do. We fully understand your unique challenges and needs to tackle substance use disorder.

Every day, in everything we do, we strive to live our mission – to help reclaim lives, unite families, and strengthen communities – by providing the best, most innovative drug testing solutions.

Averhealth was founded in 1995. Since then, Averhealth has been delivering best-in-class, lab-based substance use testing and monitoring services for courts and counties around the nation.

Every element of the Averhealth advantage incorporates evidence-based practices, positioning your program and your clients for the best possible outcome.

Dependable results, smart random selection, and daily engagement combine to help your clients develop coping and refusal skills to new-use events.

And our agile and easy-to-navigate software and automation tools streamline your daily workflows and support recovery for your clients and community.



The Averhealth advantage

We believe substance use disorder (SUD) monitoring is about more than positive and negative results. It is about having the most reliable court-admissible testing and reporting. It is about timely results and predictive analytics—for rapid intervention. It is about being cost-effective while ensuring community safety. It is about maximizing time spent with your clients. It is about changing lives—one client at a time.

Every day, in everything we do, we strive to live our mission – to help reclaim lives, unite families, and strengthen communities – by providing the best, most innovative drug testing solutions.

Randomized testing 365 days/year · Equal chance of testing any day of **Random Selection** the week Lab-based testing is CAP-FDT, CLIA, and DEA accredited Reliable, Next Next business day results for rapid **Business Day** interventions **Test Results** Strategy that reduces cost and time Instant Screens Averhealth associated with confirmation testing · Testing for more than 1,500 illicit, prescription, and synthetic substances, **Broad** and including designer drugs Customizable · Urine, oral fluid, hair, breath, and **Testing Panels** sweat testing Panel rotation · Daily check-ins via text, website, or phone **Daily Engagement** and Reinforcement Messages of affirmation **Pre-Relapse** Predictive analytics identify clients at risk Intervention for relapse—before they relapse



Your tool for success

Fulton County DUI Treatment Court already enjoys the benefits of Aversys, our intuitive, web-based application that provides integrates random selection, client notification and compliance tracking, electronic chain of custody, laboratory analysis, and results reporting in a single, user-friendly application that already integrates with your case management system, Five Point Solutions.

We developed Aversys based on 27 years of experience and feedback from courts, treatment providers, and social service agencies nationwide. Aversys – the heartbeat of our operation and the key to the Averhealth advantage – was designed with a holistic perspective of the treatment and supervision process, and it integrates testing, client, case, and program management in a single application that also analyzes test results, behavioral patterns, and new-use predictors.

It's accessible from virtually any computer, tablet, or smartphone with an Internet connection, and no additional software is required. It is HIPAA, Part II, and HITECH compliant.



Aversys features and capabilities include:

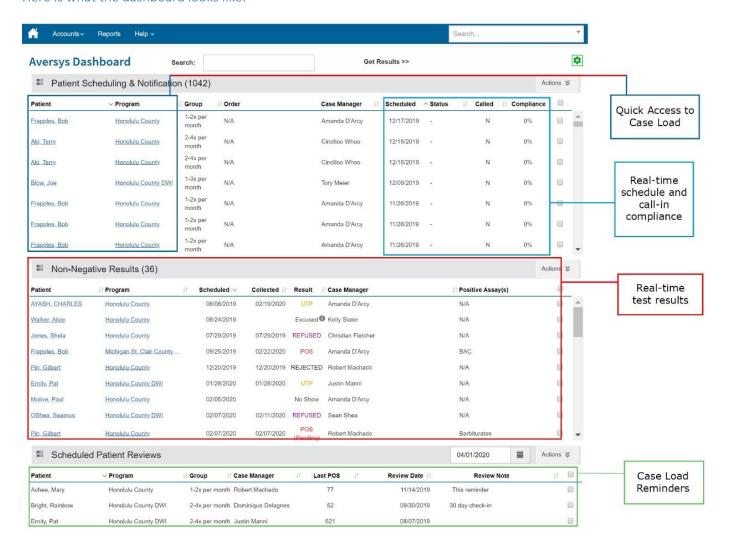
- ✓ <u>Bi-directional Interface</u>: Averhealth has established secure bi-directional interface with your existing case management system.
- ✓ <u>Secure Web Access</u>: From any computer, tablet, or smartphone with an Internet connection, it's HIPAA compliant.
- ✓ <u>Client Identification</u>: Via client photo and date of birth, case number, etc. Stored client photo eliminates need for government-issued identification. Collection sites may require photo ID for each encounter due to lack of cameras or refusal to take images.
- ✓ <u>Electronic Test Orders</u>: Client-specific panel selection and rotation; ability to create a custom panel for each individual client.
- ✓ **Data, Information & Analytics:** These include valuable data such as:
- o No Call, Call Time, and Call Number or Notification Method (phone, text, web)
- o Positive, Negative, or Dilute
- o No Show, Unable to Provide, Refusal to Provide, Excused (e.g., travel)
- o Days Sober
- o Medication Tracking
- o Client Surveys
- o Predictive Indicators
- o Import/Export Capabilities
- ✓ **Customized Dashboard:** Quick access to caseloads:
- o Real-time program analytics and reports (e.g., Call-in Compliance, Test Results, etc.).
- Customizable email notification to ensure each officer/case manager is immediately alerted according to individual preferences.
- o Detailed and summarized on-demand reports.
- o Analysis of client-specific data and trends.
- o User-specific permission controls.
- ✓ <u>Electronic Chain of Custody</u>: Averhealth's electronic chain of custody (COC) ensures legal defensibility and that a valid sample is collected, appropriately tested, and accurately reported. You can read more about our COC process later in this response.
- ✓ <u>Reliability & Redundancy</u>: Delivered via secure and cloud architecture hosted in multiple enterprise-class data centers and supported by multiple disaster recovery layers.

Aversys will be part of the turnkey service and smart-testing solutions we provide. Here are a few of its many user-friendly reporting features:

- ✓ Client-Specific Data: Key data elements include positive, negative, dilute, no show, unable to provide, refusal to provide, no call, call time, call number, and days since last positive test, among many others.
 - o Detailed and summary results.
 - o Discern new use from residual use.

- o Call-in compliance score.
- o Individual test reports.
- o Comprehensive client test history.
- ✓ Information Analytics: An overview of all testing activities.
 - Test results and related data segmented by program and case manager (i.e., probation officer).
 - o Macro trend analysis, while appropriately protecting client-specific information
 - o Standard and custom substance use reports.
 - o Export to Excel for further analysis or to printable PDF.
 - o Detailed views of the historic and future testing calendars (for users with the right permissions).

Here is what the dashboard looks like:



And here are some more examples of the reports available through Aversys:



Random Selection



groups.

Averhealth uses a comprehensive, evidence-based random selection methodology with a proven record of helping clients develop coping and refusal skills – another example of our smart testing approach.

Through Aversys, clients are randomly selected for testing based on your specified test frequencies, whether weekly, bi-weekly, monthly, or more. Aversys provides you with the ability to specify custom randomization schedules for individual clients as well as different client

You may direct that a client test at a fixed frequency, at a fluctuating frequency, or on-demand (i.e., same day). Testing is not tied to court, supervision, or treatment appointments. Randomly selected clients have an equal probability of testing on each day. Courts can view past and future test scheduling at their convenience through the Aversys selection calendar.

Client Notification System



As part of Averhealth's dedication to innovation, the Client Notification System, which includes SMS text messaging capabilities, enables you to send individual/customized or group messages, such as testing schedules, client-specific affirmations, future appointment reminders, court reminders, advice and encouragement, and

notifications regarding inclement weather, court closings or holiday schedules.

Each client is assigned to a Frequency Group and is provided with a Personal Identification Number (PIN). The Frequency Group determines the client's testing frequency (for example, 7-9 times per month) based on the parameters you specify. These can be changed as necessary, and most importantly, are never known by the client.

The PIN is unique to each client and is used to determine if they need to test or not, simply by calling a multilingual notification line each day and entering their individual PIN. The average call length is just 31 seconds and there is no hold or wait time. Additionally, clients can use an optional text message notification feature that sends clients an interactive text message for appointment reminders and messages of encouragement ("Good luck on the interview today!"), which have a proven record of increasing the "show rate" for supervision meetings, treatment, and court appearances.

With Aversys you will be able to tell immediately if a client is calling in regularly or missing check-ins – a sign that intervention is needed to get back on track.

The Call Log (illustrated on the next page) tracks each client's call patterns and calculates a call-in compliance score for each client, which is then recorded in Aversys and accessible at any time depending on the permissions specified.

Aversys Call-In Log Call Log **Patient Custom Testing Date** ▼ Call Date/Time ♦ Confirmation # ♦ Scheduled ♦ Caller ID Excused Message 07/26/2019 07/26/2019 08:38 No 32627106 No No 07/25/2019 07/25/2019 08:17 32586260 No No No 07/24/2019 07/24/2019 08:56 32549036 No No No 07/23/2019 07/23/2019 09:06 32510045 No No No 07/22/2019 N/A N/A No No N/A 07/21/2019 07/21/2019 10:32 32437263 No No No 07/20/2019 09:55 32405192 07/20/2019 No No No 07/19/2019 07/19/2019 08:21 32365529 No No No 07/18/2019 07/18/2019 08:37 32327017 No No No

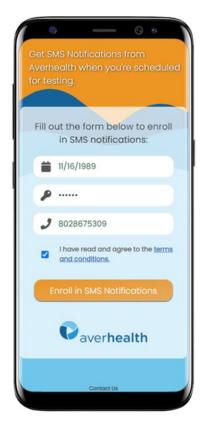
Enhanced SMS Appointment Reminders

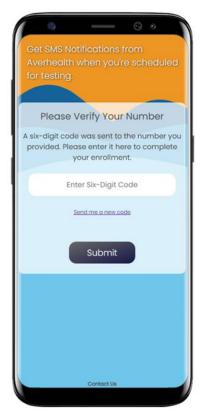
Fulton County can immediately benefit from our latest innovation – enhanced SMS text messaging.

Text messaging is a critical way to improve client engagement and compliance. It's an easy tool to confirm scheduled testing and remind clients to attend scheduled tests to improve their chances of recovery.

With SMS reminder texts, Averhealth can provide a receipt if clients reply "C" to confirm they got the text. That response counts toward their compliance score and is visible in the call log on Aversys, our user-friendly web-based application that you will read about in detail later. Even if they do not confirm the test and do not show up one hour before our locations close, they will receive a reminder.

You can learn more about our SMS Texting enhancements in this video: https://bit.ly/3arrGfb.







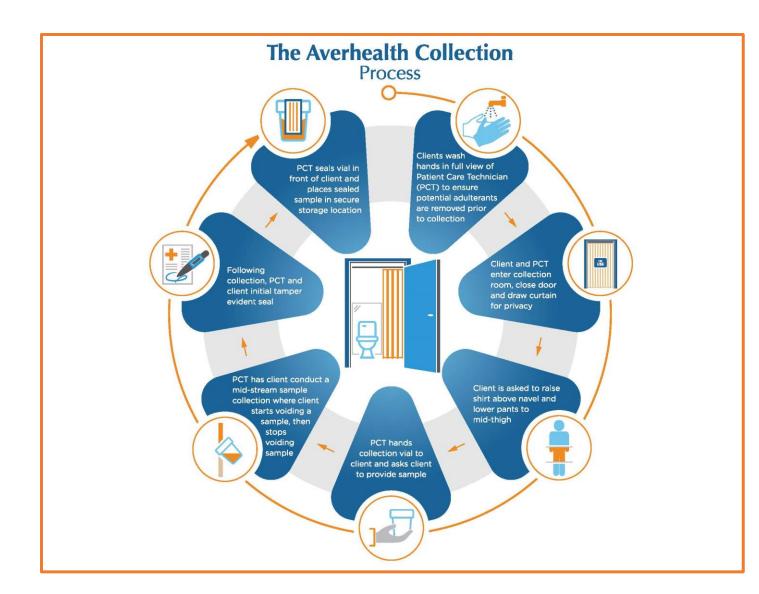
Directly Observed Collections

Averhealth specializes in conducting rigorous same-gender, directly observed "mid-stream" sample collections, with over 2 million observed sample collections annually that follow National Association of Drug Court Professionals (NADCP) best-practice standards.

Every day, Averhealth aligns technician schedules with random selection to ensure that, as needed, the appropriate gender is available to conduct collections. Our random selection process ensures clients have an equal probability of testing on any day, including weekends and holidays if desired, and coordinates technician collection schedules to match volume by location on any given day. Moreover, Averhealth monitors collection time distribution by sex and conducts time studies to ensure that staff levels are appropriate to deliver prompt service.

The knowledge of our cumulative observed collection experience will continue to benefit Fulton County and your clients by identifying and disrupting attempted adulteration and/or dilution events, thereby increasing substance use monitoring compliance and reducing recidivism rates.

Our proven process for urine collection is illustrated here:



Trauma-informed care

We treat clients with respect and dignity, and we recognize that you serve all eligible participants regardless of gender, race, national origin, or disability.

Violence, abuse, neglect, loss, disaster, war, natural disasters, pandemics, and other emotionally harmful experiences can all trigger trauma, affecting just about everyone, regardless of age, gender, socioeconomic status, race, ethnicity, sexual orientation, or geography.

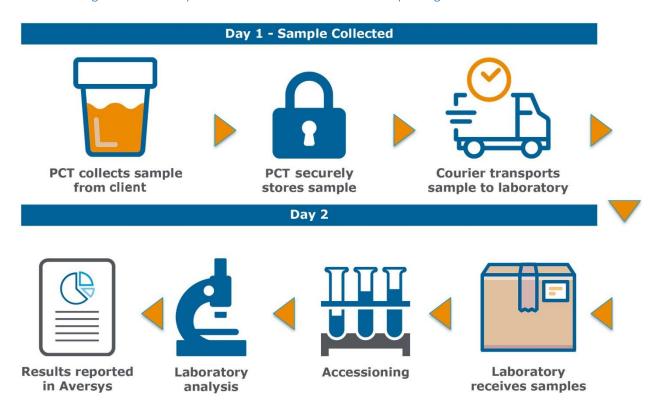
According to the Substance Use and Mental Health Services Administration (SAMHSA), individual trauma results from an event, series of events, or set of circumstances experienced by an individual as physically or emotionally harmful or life-threatening and that has lasting adverse effects on the individual's functioning and mental, physical, social, emotional, or spiritual well-being.

It is no surprise that studies of people in the criminal justice system have found a direct correlation between personal trauma and high rates of substance use disorder (SUD). While not a new phenomenon, today's angst-filled headlines remind us that those who provide care must establish a process to treat clients facing trauma.

Averhealth embraces the fundamental principles of trauma-informed care as outlined by SAMHSA. These principles recognize and consider trauma experienced by many of your clients. We provide care that clients view as safe, trustworthy, supportive, collaborative, empowering, and empathetic. It is part of our values to treat clients with respect and dignity. We strive to ensure that they experience a positive, prosocial experience without discrimination. This approach is helpful for those with past sexual trauma, medical reasons, or anything government or medical/clinical professionals deem appropriate.

While Averhealth performs same-gender, directly observed urine specimen collections, specimen processes, or specimen types can be amended as needed. This process can include a monitored collection (collector stationed outside the collection room listening through the door with other precautions) or oral fluid testing, as noted earlier. All Averhealth technicians participate in trauma-informed care training.

The following illustrates our process from collection to results reporting:



The Averhealth laboratory

Partnering with Averhealth for lab-based testing is among the most valuable benefits for Fulton County.

Averhealth's toxicology laboratory is CLIA and CAP-FDT accredited and DEA licensed; it uses a full range of instrument-based laboratory testing methodologies, including heterogeneous and homogenous immunoassay, enzyme-linked immunosorbent

(ELISA), and liquid chromatography-tandem mass spectrometry (LC-MS/MS), a methodology exceeding (GC/MS) standards. Collected samples are shipped, via priority overnight, to the lab for screening, and results are posted to Aversys.

Testing at our lab is completed on an Olympus AU5400 Chemistry Immunoassay Analyzer, the same technology used by large hospital systems. Unlike traditional analyzers, they undergo rigorous checks daily and routine inspection, calibration, and



preventive maintenance. Control samples are run daily.

Test results reported by Averhealth satisfy the Daubert and Frye rules of evidence, the legal standard regarding the admissibility of scientific evidence.

The Averhealth Laboratory is capable of testing for over 1,500 substances, including all listed in this RFP.

Averhealth is one of only 30 U.S. laboratories with a CAP-FDT certification, illustrating that our focus is on forensic toxicology. Our certificate can be found on the next page.



CERTIFICATE OF ACCREDITATION

Avertest LLC d/b/a averhealth Averhealth Laboratory Saint Louis, Missouri Michele Glinn, PhD

CAP Number: 8729023 AU-ID: 1690070

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Forensic Drug Testing Accreditation Program. Reinspection should occur prior to April 13, 2024 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

Y6 SUOVIS, HI)

Kathleen G. Beavis, MD, Accreditation Committee Chair

Emily Volk, MD, FCAP, President, College of American Pathologists



CAP-FDT

We are especially proud of our CAP-FDT designation, ensuring Averhealth follows all industry best practices.

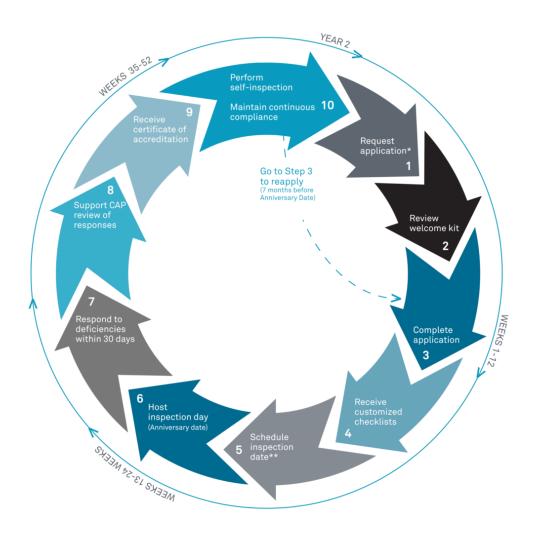
FDT stands for Forensic Drug Testing. This special accreditation reflects four vigorous standards, available for review at https://capatholo.gy/3lmvCJo:

- ✓ **Director and personnel:** The Laboratory Director must meet the qualifications, and have authority, to direct the laboratory. A board-certified pathologist or other qualified physician or scientist with doctoral-level qualifications shall direct the forensic drug testing laboratory.
- ✓ Physical resources: There shall be sufficient resources to support the activities of the laboratory. Such resources include but are not limited to physical space, testing instruments, reagents, information processing and communication systems, ventilation, public utilities, refrigerated and freezer storage space, and storage and waste disposal facilities. There must be restricted access to all specimens, data, records, and reports.
- ✓ Quality management: The laboratory shall have policies and procedures to ensure quality

laboratory testing and chain-of-custody documentation.

✓ Administrative requirements: FDT Program laboratories accredited by the CAP must comply with the requirements specified in the Terms of Accreditation and Accreditation Checklists. These requirements include, but are not limited to, periodic on-site inspection, possible interim inspection, interim self-assessment, and participation in proficiency testing.

CAP certification was developed with input from more than 500 pathologists and laboratory experts and a 21-disclipline checklist for running a high-quality laboratory. This peer-reviewed process must be repeated regularly as shown by the following illustration:



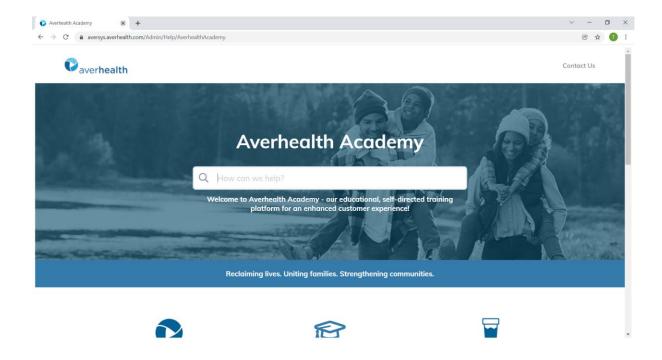
In addition, we are a corporate member of the American Probation and Parole Association (APPA), active on committees, and serve as a mentor for the organization's leadership institute. For the National Association of Drug Court Professionals (NADCP), we are a partner and provide educational workshops at its annual conference and on NADCP-sponsored webinars. In addition, we are a sponsor of the National Association of Probation Executives (NAPE).

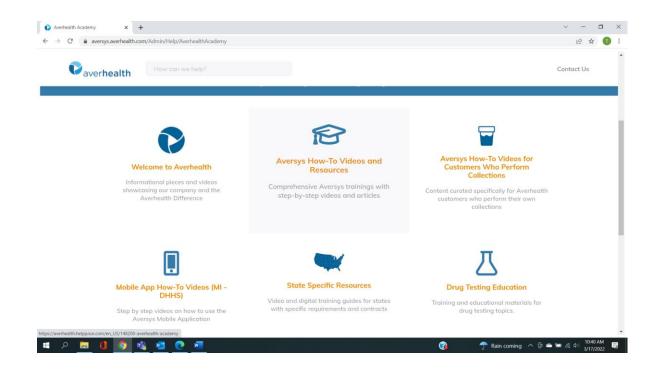
Training



One of the biggest headaches of changing vendors is training your team to use a different system.

With in-person, virtual, and self-directed training, Averhealth ensures your staff will continue to be trained to maximize our partnership. This includes access to Averhealth Academy, our online platform filled with tutorials and self-directed training to learn how to use Aversys along with updated information on current issues in drug testing, including testing technology, adulterants, dilution, and keys to quality testing.





Your Knowledge Hub



It may be a new year but, sadly, the heartbreak continues.

Over 815,000 U.S. lives were lost to COVID-19 through the end of 2021. At the same time, another menace continued unabated – substance use and resulting drug overdoses

Tragically, more than 100,000 people died of overdoses during a 12-month period ending in April 2021, up from 56,064 the year before, according to the Centers for Disease Control. It earn More!

Free Webinar Featuring Jermaine Galloway

Averhealth is more than just a partner for substance use testing solutions. We are an industry knowledge hub.

Fulton County can continue to take advantage of our electronic monthly newsletter, Averhealth Digest, covering current topics in the criminal justice field related to substance use disorder. The newsletter provides the latest industry news, trends, and information to ensure our customers receive the knowledge from thought leaders to improve their programs.

As a knowledge hub for our customers, we pride ourselves on offering educational webinars presented by industry leaders and presenting workshops at state and national conferences on a variety of educational topics. We are a proud Platinum Sponsor of the National Association of Drug Court Professionals.

One of our recent webinars featured Jermaine Galloway, a leading expert in helping courts and probation staff identify the fast-changing landscape of street drugs.

Past webinars are available for your review at: https://averhealth.com/webinars/. These frequent seminars are eligible for CEU credits.



You are invited to join our webinar: High in Plain Sight:

Current Drug Culture, Trends, and Identifiers

January 18, 2022 at 2:00 p.m. EST

Presented by Jermaine Galloway, Tall Cop



This workshop will provide attendees with the ability knowledge and confidence to help prevent and identify individuals who are abusing drugs and / or alcohol. Attendees will also be taught the strategies and different terms that are consistent with alcohol & drug abuse. There are several identifiers, logos and terms that are consistent with alcohol & drug abuse, and the commonly related to drug (illegal and over the counter) and alcohol abuse, marijuana abuse, and drug concealment on school, home, and work property. These items, along with much more, will be discussed.

Attendees of the High in Plain Sight webinar will be able to:

- Quictly identify alcohol and drug use and abuse indicators of possible at-risk individuals, through products, stash compartments, clothing brands, lingo, music lyrics, etc.
- Recognize the current drug culture at first observation or interview, including Delta 8 and 40
- Identify concealment methods for alcohol and drugs in the classroom or workplace including vaping
- Provide education for improved policy and procedures regarding current substance use disorder prevention and intervention
- Recognize area specific alcohol and drug abuse information and content in relation to trends, culture and identifiers

Register Now!



Averhealth, 2916 W. Marshall Street, Suite A. Richmond, VA 23230, 866.680,3106 Unsubscribe



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item	No. : 22-0688	Meeting Date: 9/21/2022	
Department			
Superior Cou	ırt Administration		
Request appr Rental Agree \$100,000.00 the State of G drug testing for procurement	roval to extend an extend an extend for Drug Testin with Siemens Health Georgia contract extends or Superior Court Actions primarily grant fur	opriate Action or Motion, purpose, cost, time xisting contract - SWC #47100-001-ng Instruments and Supplies in an arncare Diagnostics, Inc., for an additionation for the purchase of medical/diaccountability Courts, State Court and added through the Georgia Criminal Judgh November 30, 2022.	GBI0000100-001, Reagent mount not to exceed onal 90 day period pursuant to rug testing supplies for random Juvenile Courts. This
In accordance the scope of	e with Fulton Code the contract in the s	On (Cite specific Board policy, statute or coor Section 102-420, which provides the specifications, services, time of performpletion shall be forwarded to the	nat contract modifications within ormance or terms and conditions
Strategic Pi	•	d to this item (If yes, note strategic pri	ority area below)
Commissio All Districts District 1 District 2 District 3 District 4 District 5 District 6	n Districts Affecte	ed	
ls this a pu i Yes	rchasing 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.)

The Superior Court requests approval to extend a statewide contract for an additional 90 days and an

Agenda Item No.: 22-0688 Meeting Date: 9/21/2022

additional \$100,000 for pharmaceutical and drug testing supplies from Siemens Healthcare Diagnostics to be utilized by the Fulton County Accountability Courts programs which includes Drugs, Veteran & Behavioral Health Programs. The purchase of all testing supplies is to be reimbursed through approved funds established by statewide grants for Behavioral Health, Veterans and Drug Court Programs.

Because the current statewide contract was set to expire August 30, 2022, and the RFP for the new contract is currently under evaluation, the statewide contract was extended for 90 days through November 30, 2022. The department expects to present the new contract for Board of Commissioner approval after it is approved by the state. Approval of this increase in funding and extension of time will allow the continuing provision of this service.

Scope of Work:

The purchase of medical/drug testing supplies for random drug testing primarily for Superior Court Accountability Courts, as well as State & Juvenile Courts as requested.

Community Impact: The contract with Siemens supports drug testing services for more than 400 criminal defendants in the Accountability Court Programs. The provision of these services ensures program compliance and effective treatment/services for defendants with substance abuse addictions. Effective treatment programs improve safety and reduce criminal recidivism in the community.

Department Recommendation: Superior Court Administration recommends approval.

Project Implications: The contract with Siemens will allow the purchase of drug testing supplies at a discounted rate for more than 400 defendants within the Accountability Court Programs. The lack of these supplies will prohibit adequate treatment as required for defendants with substance abuse additions and prevent assimilation back into the community at large.

Community Issues/Concerns: Without the proper support to the Program, via the Grant, defendants within the County's care are more likely to become recidivist, which will lead to an increased jail population.

Department Issues/Concerns: The department does not have any issues or concerns with this contract.

Contract Modification:

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Award Amount	21-0837	10/21/2021	\$248,000.00
Extension No. 1			\$100,000.00
Total Revised Amount			\$348,000.00

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

Agenda Item No.: 22	2-0688	Meeting Date: 9/21/2022
Not Applicable		
Exhibits Attached	(Provide	copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)
Exhibit 1: State of Ge	eorgia 9	90-Day Contract Extension Approval
Contact Information	n (Type	e Name, Title, Agency and Phone)
David Summerlin, Co	urt Adr	ninistrator, Superior Court Administration, 404.612.4529
Contract Attached		
No		
Previous Contract	s	
Yes		
Total Contract Val	ue	
Original Approved An Previous Adjustments This Request: TOTAL:		\$248,000.00 \$0.00 \$100,000.00 \$348,000.00
Grant Information	Sumn	nary
Amount Requested: Match Required: Start Date: End Date: Match Account \$:	N/A N/A N/A N/A	☐ Cash ☐ In-Kind ☐ Approval to Award ☐ Apply & Accept
Fiscal Impact / Fur	nding	Source
Funding Line 1:		
461-450-AC22-1451:	Grant,	Superior Court-Administration, Pharmacy/Med Supplies- \$71,006.40
Funding Line 2:		
461-450-MC22-1451	, Grant,	Superior Court-Administration, Pharmacy/Med Supplies- \$10,281.60
Funding Line 3:		
461-450-VC22-1451,	Grant,	Superior Court-Administration, Pharmacy/Med Supplies- \$18,712.00

Agenda Item No.: 22-0688 Meeting Date: 9/21/2022

Key Contract Terms	
Start Date: Upon approval	End Date: 11/30/2022
Cost Adjustment: N/A	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 4

Would you select/recommend this vendor again? Yes

Report Period Start: Report Period End:

9/1/2021 8/31/2022



CONTRACT RENEWAL NO. 4

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

	STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Bureau of Investigation on behalf of the Criminal Justice Coordinating Council	
Supplier's Full Legal Name:	Siemens Healthcare Diagnostics Inc.	
Contract No.:	47100-GBI0000100-001	
Solicitation No./Event ID:	47100-GBI0000100	
Solicitation Title/Event Name:	Reagent Rental Agreement for Drug Testing Instruments and Supplies	
Contract Award Date:	4-18-2017	
Current Contract Term:	09-01-2020 to 08-31-2021	
Amendment No.:	4	

WHEREAS, 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:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

	NEW CONTRACT TERM
Beginning Date of	
New Contract Term:	09-01-2021
End Date of	
New Contract Term:	08-31-2022

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

Revised 7/1/15 SPD-CP010

2

CONTRACT NUMBER: 47100-GBI0000100-001

- 2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. **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)	Siemens Healthcare Diagnostics, Inc.
Authorized Signature:	Mathe Light
Printed Name and Title of Person Signing:	Matthew Fitzgerald, Sr. Director of Sales - Specialty Segments
	matthew.fitzgerald@siemens-healthineers.com
Date:	9/14/2021
Company Address:	511 Benedict Avenue Tarrytown, NY 10591

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person	Steven Hatfield, Deputy Director
Signing:	
Date:	
Company Address:	104 Marietta Street, NW
	Suite 440
	Atlanta, Georgia 30303

Revised 7/1/15 SPD-CP010



TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Siemens Healthcare Diagnostics Inc.
- Physical Location Address: 511 Benedict Avenue, Tarrytown, NY 10591
- Federal Identification Number (FEI): 95-2802182
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
 - o State Taxpayer Identification Number (STI): 20021064644
 - o Sales and Use Tax Number: 175-591738
 - o Withholding Tax Number: 1891293-BT
- What type of service will you perform?
- Will you sell any tangible personal property or goods?
- Supplier's Affiliate's Name:
 - o FEI:
 - o STI:
 - o Sales and Use Tax Number:
 - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - o Name: Caroline Ochital
 - o Telephone Number: 732.321.3161
 - o E-mail Address: caroline.ochital@siemens-healthineers.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

<u>STATE ENTITY</u>: Please submit this form via email to DOR at <u>tsd-state-contractors@dor.ga.gov</u> for processing in accordance with the *Georgia Procurement Manual*.

Revised: 12/22/2010 SPD-SP045

BRIAN P. KEMP GOVERNOR



JAY NEAL DIRECTOR

August 23rd, 2022

Siemens Healthcare Diagnostics, Inc. 511 Benedict Avenue Tarrytown, NY 10591

<u>Criminal Justice Coordinating Council Contract Extension Request:</u>

Reagent Rental Agreement for Drug Testing Instruments and Supplies

To Whom It May Concern:

The Criminal Justice Coordinating Council is requesting to extend contract **47100-GBI0000100-002** for a period of ninety **(90)** days. The current contract is set to expire on August 31st, 2022. A solicitation has been posted for this service and is currently under evaluation. This extension will ensure that there is no break in service as the agency awaits the receival of an open records request of this initial bid. This will ensure that the current evaluation can be completed appropriately.

We are asking that this extension be agreed upon at the current rate of the service, not the rate(s) proposed in the current solicitation (GBI0000165).

If you are agreeable to the extension, please sign below and return to;

Le'Vonn Jordan
Procurement and Operations Director
Criminal Justice Coordinating Council
104 Marietta Street, Suite 440
Atlanta, Georgia 30303
O: 404.654.1732 | M: 404.558.9136

Siemens Healthcare Diagnostics, Inc.

is agreeing to extend contract 47100-GBI0000100-002 for the period of September 1^{st} , 2022, to November 30^{th} , 2022.

X Lori Schrider	X Loui E. Schudu
	Signature
Printed Name and Title of Person Signing	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0689 Meeting Date: 9/21/2022

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

Request approval of a Resolution to rescind Resolution No. 20-0218 and Resolution No. 20-0344 that provided for payment by Fulton County of any and all processing fees associated with electronic payments remitted by taxpayers; to eliminate payment of credit card processing fees associated with said payments by Fulton County; to provide for taxpayers utilizing electronic payments to pay all necessary associated processing fees; and for other purposes. (Ellis)

1 RESOLUTION TO RESCIND RESOLUTION NO. 20-0218 2 RESOLUTION NO. 20-0344 THAT PROVIDED FOR PAYMENT BY FULTON COUNTY OF ANY AND ALL PROCESSING FEES ASSOCIATED WITH 3 ELECTRONIC PAYMENTS REMITTED BY TAXPAYERS: TO ELIMINATE 4 PAYMENT OF CREDIT CARD PROCESSING FEES ASSOCIATED WITH SAID PAYMENTS BY FULTON COUNTY; TO PROVIDE FOR TAXPAYERS 6 UTILIZING **ELECTRONIC PAYMENTS** TO 7 PAY ALL **NECESSARY** 8 ASSOCIATED PROCESSING FEES; AND FOR OTHER PURPOSES. 9 10 WHEREAS, the Georgia Department of Revenue and the Fulton County 11 Tax Commissioner have partnered to enable taxpayers to pay motor vehicle 12 taxes and fees electronically; and 13 WHEREAS, the Georgia Department of Revenue provides the opportunity 14 for the Fulton County Tax Commissioner to pay the processing fees or collect them from taxpayers; and 15 16 WHEREAS, on March 18, 2020, as Agenda Item 20-0218, the Fulton 17 County Board of Commissioners approved a resolution setting forth terms which 18 authorize, inter alia, the "waiver" or "elimination" of processing fees associated 19 with electronic payments collected by or on behalf of the Georgia Department of

WHEREAS, effective June 6, 2020, the Board of Commissioners adopted Resolution 20-0344 providing for Fulton County to pay the credit card processing fees, in lieu of the taxpayers paying processing fees to utilize credit cards to make payments; and

Revenue and the Fulton County Tax Commissioner; and

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WHEREAS, faced with the likelihood of a reduction in the revenues available to Fulton County for Fiscal Year 2023 to provide necessary services to its constituents, the Board of Commissioners finds that it is no longer sound fiscal

policy to waive the credit card processing fees for taxpayers paying their taxes via a credit card transaction; and

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WHEREAS, the Board of Commissioners finds it necessary and in the best interest of Fulton County to return to the regular commercial practice of allowing each taxpayer utilizing the electronic payment option to pay the processing fee for their individual transactions rather than shifting those costs to Fulton County as authorized by Resolution 20-0218 and Resolution 20-0344; and WHEREAS, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control over the following matters, to-wit: In directing and controlling all the property of the county, as they may deem expedient, according to law; in levying taxes according to law...in supervising the tax collector and receiver's books..., settling all claims against the county, examining and auditing all claims or accounts of officers, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use and benefit, [and]...to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby rescinds Resolution No. 20-0218 and Resolution No. 20-0344, thereby eliminating Fulton County's payment of credit card processing fees associated with electronic payments remitted by taxpayers, with the taxpayers utilizing electronic payments being fully responsible for the payment of all such

2	electronic credit card transaction.			
3	BE IT FURTHER RESOLVED, that the budget of Fulton County shall no			
4	longer be utilized to provide payment for any and all processing fees associated			
5	with electronic payments received by the Fulton County Tax Commissioner.			
6	BE IT FURTHER RESOLVED, that the Fulton County Tax Commissioner			
7	is directed to prepare, or cause to be prepared, any and all specific changes to			
8	the tax receipt and payment collection system(s) that are necessary and proper			
9	in order to effectuate the intent of this Resolution as soon as practicable and to			
10	advise the Board of Commissioners of the timeline for implementation no later			
11	than 30 days from the adoption of this Resolution.			
12	BE IT FINALLY RESOLVED, that this Resolution shall become effective			
13	when adopted, and that all resolutions and parts of resolutions in conflict with this			
14	Resolution are hereby repealed to the extent of the conflict.			
15	SO PASSED AND ADOPTED, this 21st day of September 2022.			
16 17 18	FULTON COUNTY BOARD OF COMMISSIONERS			
19 20 21 22	Sponsored by:			
21 22 23 24 25 26	Bob Ellis, Commissioner District 2			
27 28	ATTEST:			
29 30 31	Tonya Grier, Clerk to the Commission			

processing fees associated with the convenience of remitting payment via

1 2	APPROVED AS TO FORM:
3	
4 5 6	Y. Soo Jo, County Attorney
7 8	P:\CALegislation\BOC\Resolutions\2022 Resolutions\Ellis\9.21.22 Amendment to Resolution Authorizing Fulton County Payments of Any and All Electronic Processing Fees.Final.doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0690 Meeting Date: 9/21/2022

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

Request approval of a Resolution by the Fulton County Board of Commissioners in support of the State of Georgia accepting expansion of Federal Medicaid Services; providing for healthcare to citizens and for additional long-term support of Grady Hospital and all other Fulton County Health and Medical Services; and for other purposes. (Abdur-Rahman)

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RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS IN SUPPORT OF THE STATE OF GEORGIA ACCEPTING EXPANSION OF FEDERAL MEDICAID SERVICES; PROVIDING FOR HEALTHCARE TO CITIZENS AND FOR ADDITIONAL LONG-TERM SUPPORT OF GRADY HOSPITAL AND ALL OTHER FULTON COUNTY HEALTH AND MEDICAL SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Fulton County and the Board of Commissioners as the constitutional governing body of this government have a lawful and moral responsibility to provide for the health and safety of its citizens who live and work in Fulton County: and

WHEREAS, upon the closures of two hospitals in Fulton County, Fulton County will be left with only one level-one trauma center, to wit, Grady Memorial Hospital ("Grady") in Downtown Atlanta and will put undue pressure on Grady in its service delivery and its budget; and

WHEREAS, recent economic developments tethered to the Coronavirus pandemic and other measures and policies taken by governments, including reduced revenue that Fulton County may collect in its next fiscal year due to a rollback in its tax millage rate; and

WHEREAS, the Board of Commissioners of Fulton County recognizes the urgency of need for health and medical services, especially for those who cannot afford and those who do not have access to affordable and quality healthcare, both preventive, urgent and emergency services; and

WHEREAS, the Board of Commissioners is aware of a one-time infusion of ARPA dollars offered by the governor of Georgia recently, and that Board of Commissioners understands that a "long-term" solution is needed to keep Grady and all of Fulton County's health and medical services to citizens afloat in the near and distant future; and

WHEREAS. Georgia is one of up to 12 states that have not expanded Medicaid under the Affordable Care Act, which would increase access to federal health insurance coverage for low-income residents, in exchange for a 10 percent state match of the federal spend; and

WHEREAS, 500,000 Georgians, including many in the state's largest county— Fulton—would get coverage through a standard Medicaid expansion under the federal Affordable Care Act (ACA), that has been adopted by as many as 38 states, which would immediately help reduce the number of patients that must use Grady because they have no health insurance to be admitted or use private hospitals in Fulton County; and

WHEREAS, Georgia is one of 12 states still refusing the Federal Government's offer to extend coverage to people living up to 138% of the Federal Poverty Level or nearly \$19,000 in annual income for one person; and

WHEREAS, service areas and persons who would benefit from Georgia accepting the expansion of the Medicaid program include behavioral health, including helping those who suffer from mental illness or substance abuse; opioid abuse and

mental health; uninsured women—Georgia ranks among the bottom five states for women's health insurance coverage; and uninsured veterans & military spouses. NOW THEREFORE BE IT RESOLVED, that Fulton County and the Board of Commissioners reinforces its long-standing commitment to the health and safety of the citizens of Fulton County, especially those who depend on and need access to quality and affordable healthcare services and urges swift action by the State of Georgia—the Governor Brian Kemp and as necessary, the General Assembly—to seek and accept an expansion of the federal Medicaid Program in the State of Georgia. BE IT FURTHER RESOLVED, that the Board of Commissioners of Fulton County directs the County Attorney to research, and provide the Board of Commissioners within 30 days, recommendations on, any and all legal avenues to support this resolution in advocacy for the expansion of the Medicaid Program in Georgia. BE IT FURTHER RESOLVED, that the Board of Commissioners of Fulton County directs the county manager and his staff, in consultation with the Board of Health and the County's health services, financial, and external affairs officers under the county manager's supervision, to research, and provide the Board of Commissioners within 30 days, detailed recommendations on methods to educate the public on this issue as it pertains to Fulton County and Grady, and recommendations on ways to advance the cause of educating the public on the benefits of Medicaid Expansion to Fulton County. BE IT FURTHER RESOLVED, that upon adoption of this Resolution, that the Clerk to the Commission is directed to send copies of this Resolution to the members of the Georgia General Assembly Fulton County Delegation: the Governor; Lieutenant Governor; Secretary of State; and the Georgia Congressional Delegation and to the President and Vice President of the United States, forthwith. BE IT FINALLY RESOLVED, 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 21st day of September, 2022. **FULTON COUNTY BOARD OF** COMMISSIONERS **SPONSORED BY:** Khadijah Abdur-Rahman, Commissioner District 6

1		CO-SPONSOR	ED BY:
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23	ATTEST:		
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25	Tonya R. Grier, Clerk to the Com	mission	
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28	APPROVED AS TO FORM :		
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31 32	Y. Soo Jo, County Attorney		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0693 Meeting Date: 9/21/2022

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

Discussion: Atlanta BeltLine, Inc. September 14, 2022 CEO Report (Morris)



CEO REPORT

Atlanta

BeltLine, Inc.

Board of

Directors

Meeting

September 14, 2022

(f) @atlantabeltline

() @atlantabeltline

(eatlantabeltline)





ATLANTA BELTLINE VISION





ATLANTA MAG FEATURE

Atlanta Magazine's August issue featured a special section on the Atlanta BeltLine DISCOVER something new on beltline.org

Atlanta BeltLine

A SINGULAR VISION

TWO ORGANIZATIONS SHARE A COMMON GOAL FOR ATLANTA'S FUTURE

The Atianta BeltLine is one of the most wideranging urban redevelopment programs in the country. When complete, it will connect 45 neighborhoods with a 22-mile loop of multipurpose trail that will include pedestrian-friendly transit.

In what has become local folklore, the Atlanta BeltLine was laid out by a young Georgia Tech student, Ryam Gravel, as part of his graduate thesis in 1899. The design to enhance mobility, foster culture, and improve equitable and inclusive access to economic opportunity was brought to fruition with the insight and support of numerous community partners.

Two organizations are working to implement the Atlanta BeltLine. Atlanta BeltLine. Inc. (ABI) is the implementation agency mandated by the City of Atlanta to bring the project to fruition. ABI manages land acquisition, design, and construction for the infrastructure, support for affordable housing and small businesses, arts and culture programming, and much more.

This network of parks, multiuse trails, transit, and affordable housing is enhancing mobility, connecting in-town neighborhoods, and improving economic opportunity and sustainability; says Clyde Higgs, Atlanta Belliline, Inc. president and CEO.

This economic opportunity means an estimated \$10 billion will be invested around the loop by 2030, including the creation of 50,000 new, permanent jobs in BeitLine neighborhoods and 45,000 one-year construction jobs. The common goal is to ensure that all residents benefit and prosper from the economic growth and activity associated with the Atlanta BeitLine.

The Allanta BeltLine Partnership (ABP) is the nonprofit responsible for philanthropic fundraising for the construction of BeltLine physical components, like parks and trails. It supports engagement around the BeltLine through community programming, including affordable housing workshops, job training, health and fitness, and the Legacy Resident Retention Program, which provides property tax assistances.

We are grateful for the philambropic leaders who believed in the BehtLine vision from the beginning, and we are committed to its completion so that BeitLine residents can live, work, and thrive in their communities, says ABP executive director Rob Brawner



ANTICIPATED 2024 Q4 PROJECT STATUS

- Within two years, 80% of the mainline trail will be completed or under construction
- C2G hired to update Strategic Implementation Plan





NORTHWEST TRAIL

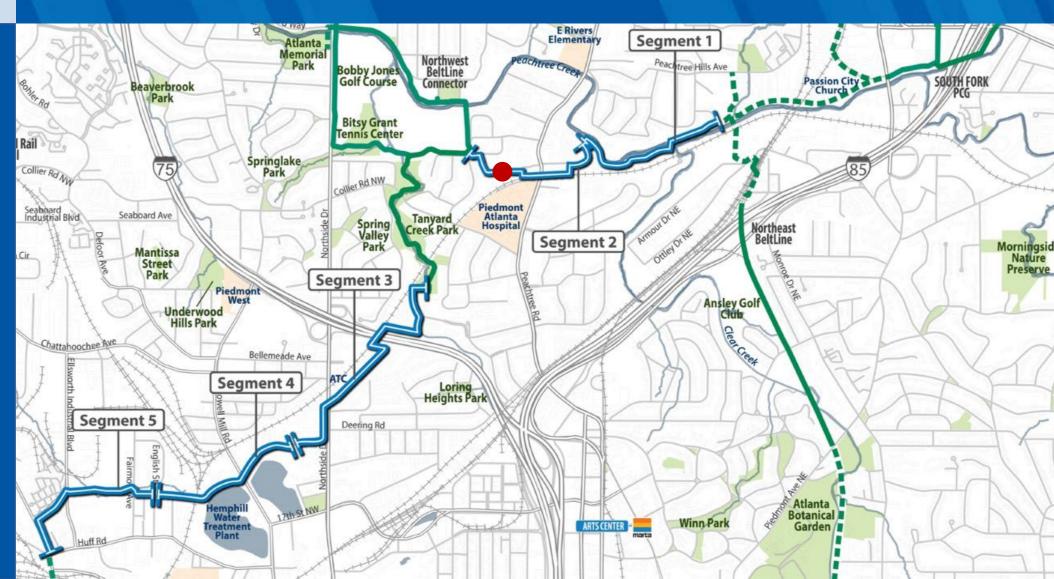
Segment 1 (0.8 miles)
Peachtree Park
Apartment to Kinsey
Court

Segment 2 (0.7 miles)
Peachtree Park Drive to
Bennett Street

Segment 3 (1.2 miles) Trabert Avenue to Tanyard Creek Park

Segment 4 (0.9 miles) English Street to Trabert Avenue

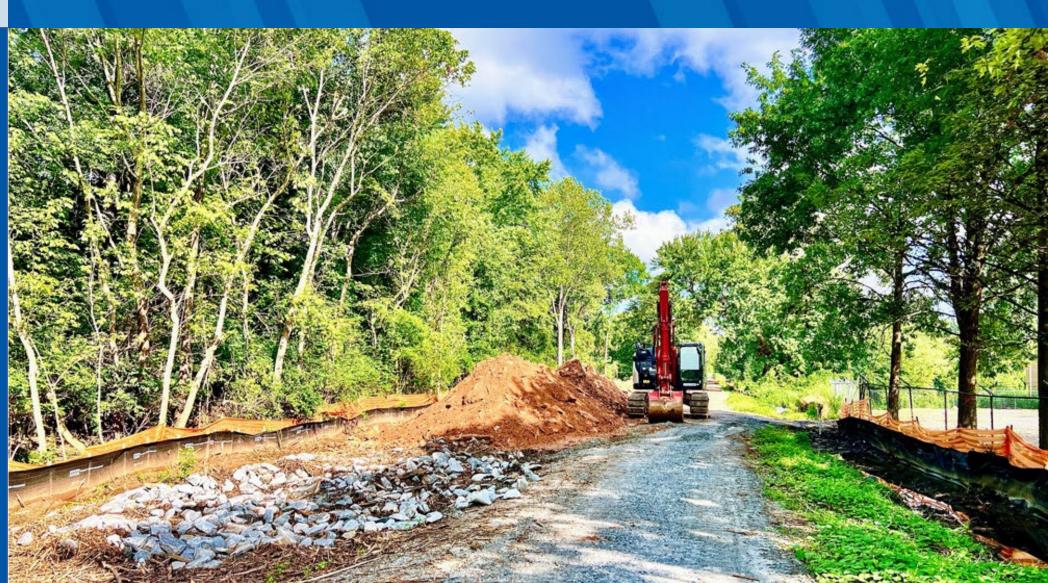
Segment 5 (0.7 miles) Huff Road to English Street





NORTHEAST TRAIL

- Grading underway along with prep for retaining walls under Piedmont Avenue
- Installation of lighting and cameras continues





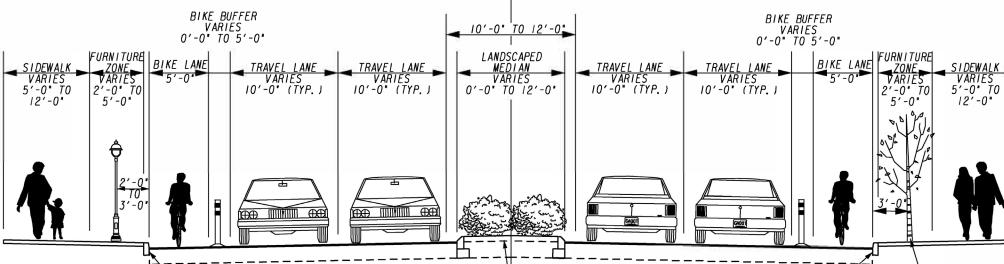
EASTSIDE TRAIL: PONCE STREETSCAPES

- Contractor
 mobilizing for
 construction
 the
 streetscapes
 along Ponce de
 Leon Avenue
- Includes ADAaccessible connection to the Eastside Trail











SOUTHSIDE TRAIL

Invitation to
 Bid to hire a
 construction
 firm was
 published in
 August for
 Segment 4 and
 5, between
 Boulevard and
 Glenwood
 Avenue





WESTSIDE TRAIL

- Segment 3
 along Marietta
 Boulevard is
 on track for
 completion
 later this
 month or
 October
- The concrete trail and protective fencing are complete over the railroad corridor





BELTLINE MARKETPLACE

 Block party and community celebration took place on August 20

> beltline.org/ marketplace









AFFORDABLE HOUSING

- 1055 Arden closed in August:
 - 48 affordable units (28 at 50% AMI, 20 at 60% of AMI)
 - 65-year affordability period
- Annual goal of 320 surpassed with 421 affordable units
- 56% towards overall goal of 5,600 units





AFFORDABLE HOUSING

AFFORDABLE UNITS CREATED/PRESERVED

TAD and Planning Area boundaries are represented here for illustrative purposes only.

For precise boundary lines, please visit:

beltline.org/map

CHART LEGEND >>

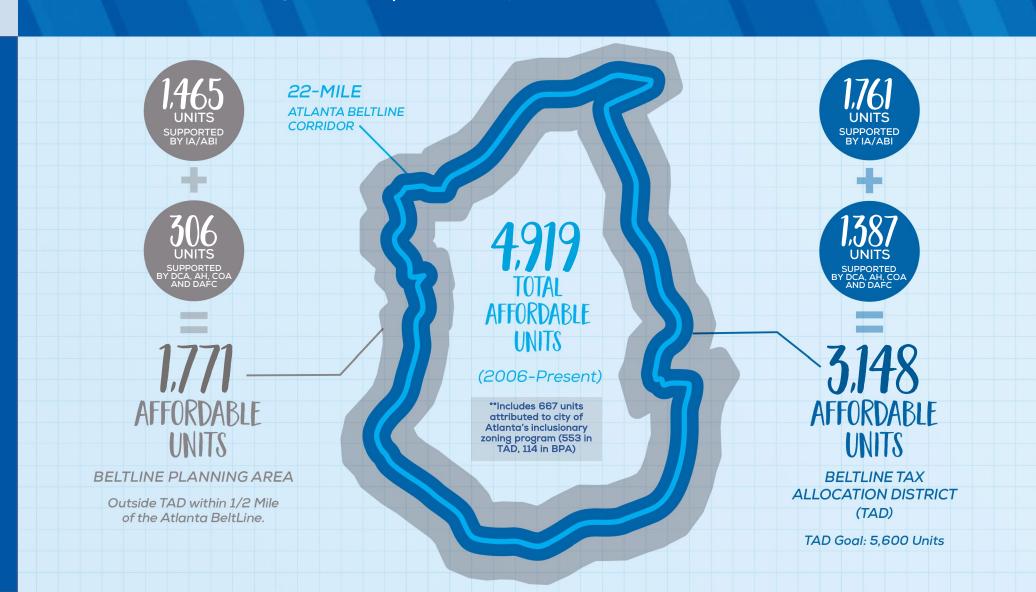
ABI Atlanta BeltLine
AH Atlanta Housing
COA City of Atlanta

DAFC Development Authority of Fulton County

DCA Department of Community

Affairs

A Invest Atlanta





HOUSING AFFORDABILITY: TAD SCORECARD



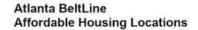
3148
Affordable
Units
CURRENTLY CREATED OR
PRESERVED IN TAD
(as of Jan. 2022)

2,452 Affordable Units

BALANCE OF UNITS THAT MUST BE CREATED OR PRESERVED IN THE TAD BY 2030



AFFORDABLE HOUSING PIPELINE



Pipeline In TAD

^

Atlanta BeltLine, Inc. (ABI) Controlled Property

Atlanta BeltLine Trail Corridor



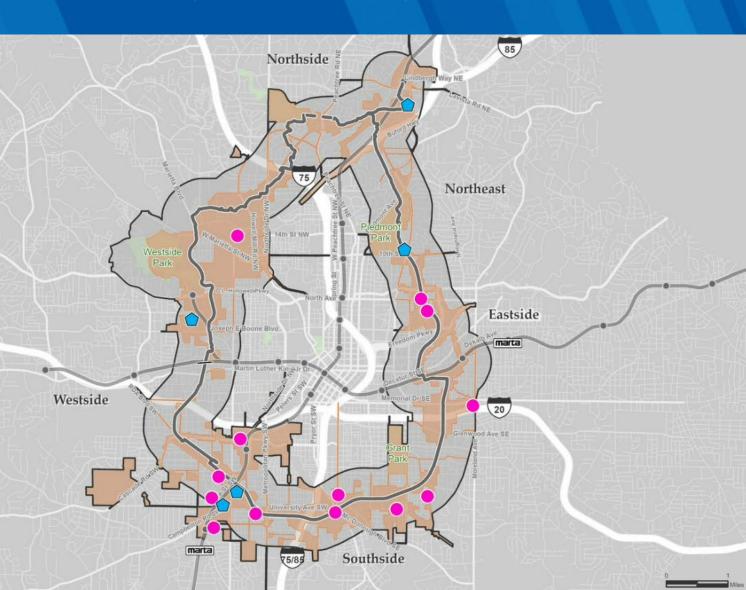
Atlanta BeltLine Tax Allocation District (TAD)



Atlanta BeltLine Planning Area (BPA)

- Affordable housing pipeline locations include developments supported by partners including IA, DCA,AH, COA and DAFC
- · All ABI controlled properties are within the TAD

Atlanta BeltLine Affordable Housing Pipeline Updated: August 2022





QUESTIONS?

