



CONTRACT DOCUMENTS FOR

20RFP124887K-BKJ (D)

**STANDBY PROFESSIONAL SERVICES FOR
FACILITIES RELATED PLANNING, DESIGN,
ENGINEERING AND ASSESSMENTS -
ARCHITECTURAL & ENGINEERING SERVICES**

For

**DEPARTMENT OF REAL ESTATE AND
ASSET MANAGEMENT**

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CONTRACT AGREEMENT

Contractor: **KHAFRA Engineering Consultants, Inc.**

Contract No.: **20RFP124887K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural & Engineering Services**

Address: **225 Peachtree Street, N.E.**
City, State **Suite 1600**
Atlanta, GA 30303

Telephone: **404-525-2120**

Email: dbankhead@khafra.com

Contact: **Dietrich Bankhead, PE, PMP**
Project Manager

This Agreement made and entered into effective the 12th day of April, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **KHAFRA ENGINEERING CONSULTANTS, INC.** hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced vendor to provide Standby Professional Services for Architectural and Engineering Services in support of the Department of Real Estate and Asset Management (DREAM) on an "as needed-task assignment" basis for professional services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS**

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **March 3, 2021, BOC Item # 21-0165.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments -

Architectural & Engineering Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

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

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

ARTICLE 15. WAIVER OF BREACH

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to

the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

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

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this

warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
141 Pryor Street, S.W., suite 6001
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: Joseph.Davis@fultoncountyga.gov
Attention: Joseph Davis, Director

With a copy to:

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

Notices to Contractor shall be addressed as follows:

KHAFRA
225 Peachtree Street, N.E.
Suite 1600
Atlanta, GA 30303
Telephone: 404-525-2120 ext. 5420
Email: dbankhead@khafra.com
Attention: Dietrich Bankhead, PE, PMP

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or

computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its

receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

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

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox ☒ Attest ☐ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission DocuSigned by:

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and Asset
Management

CONTRACTOR:

**KHAFRA ENGINEERING
CONSULTANTS, INC.**

DocuSigned by:

Valentino T. Bates

Valentino T. Bates, P.E.
President

ATTEST:

Charles W. Raine

Secretary/
Assistant Secretary

(Affix Corporate Seal)

DocuSigned by:



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

☒ RM

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2021-0165D RM: 3/3/2021
REGULAR MEETING

Insurance Certificate to be attached



ADDENDA



Date: August 10, 2020

Project Number: 20RFP124887K-BKJ

Project Title: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

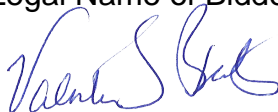
This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1 & 2

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1&2, 17th day of August, 2020.

KHAFRA Engineering Consultants, Inc.
Legal Name of Bidder/Proposer


Signature of Authorized Representative

President
Title



Date: August 17, 2020

Project Number: 20RFP124887K-BKJ

Project Title: *Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services*

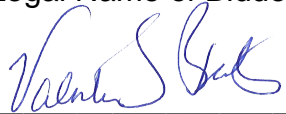
This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 3

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.3, 17th day of August, 2020.

KHAFRA Engineering Consultants, Inc.
Legal Name of Bidder/Proposer


Signature of Authorized Representative

President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

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

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the various and diverse technical, professional, architectural and engineering planning projects, and related projects for the County on an as needed basis. Whenever services are requested by the County the Successful Proposer(s) will submit a written proposal for the specific project based on the scope of services requested by the County. The County may accept or reject the proposal, or decline such services when it is in the best interest of the County to do so. If the Successful Proposer(s)'s proposal is accepted, the County may issue a Work Authorization and Notice to Proceed that specifies the "not-to-exceed" dollar amount of the Work Authorization (WA) with the begin and completion date. After having received the Notice to Proceed (NTP), including a written approval of the scope of services and estimate of fees for a specific project, the Successful Proposer(s) shall provide the services required for the specific project in accordance with the contract and scope of service. The County may rescind a NTP or WA at any time at the County's convenience if it is in the best interest of Fulton County. When a Notice to Proceed is rescinded, the County will pay the Successful Proposer(s) for any authorized work that has been satisfactorily performed up to, and through the date of cancellation. In the event of cancellation, the Successful Proposer(s) will not be entitled to any additional compensation for unauthorized work or anticipated lost profits due to such cancellation. All work products for which compensation is received by the Successful Proposer(s) from the County shall be submitted to the County. Further, all authorized work shall be submitted to the County before final payment is approved by the County.

It is understood and agreed by the Successful Proposer(s) that services performed under the Scope of Services as stated in this RFP shall include, but not be limited to those services described below and to the extent desired by Fulton County. Basic Services shall include the provision of various professional services as hereinafter stated that include civil, mechanical, electrical, architectural, geotechnical and structural engineering, contract administration, prequalification, bidding, and construction inspection services incidental thereto. Services also include preparation of engineering studies, modeling process and hydraulics, and assistance with regulatory requirements, citizen participation involvement, predesign and pre-construction support and partnering. The County may request all, some, any combination of or none of the services identified in this Scope of Services. When the County desires any services contemplated under this RFP, the County will contact the Successful Proposer(s) and request a written proposal, estimate of costs and preliminary schedule for the work to be performed on each specific project based on the Scope of Services desired by the County.

A. ENGINEERING STUDIES

Certain projects may be assigned to the Successful Proposer(s) that requires the only deliverable to be technical memorandums and/or a final report. Such projects will usually be for planning purposes or consist of an environmental study. These projects will not require additional design, bid and construction services as outlined elsewhere in this document. Engineering studies will require the use of engineering and scientific specialists proficient in the subject area of the project. These specialists will be considered local for billing purposes with no reimbursement for travel and lodging expenses. The Successful Proposer(s) will be required to maintain a project schedule

and budget for each engineering study assigned. A minimum of two (2) weeks shall be provided in the project schedule for County review of each deliverable unless otherwise directed by the County.

Services may include, but not be limited to the following:

- a. A kick-off meeting;
- b. Progress meetings as determined by the county;
- c. Information gathering;
- d. Preparation of draft technical memorandums on specific subject areas of the project;
- e. Review meetings and coordination of review comments;
- f. Preparation of the final report; and
- g. Presentation of the results at private and public forums when requested and directed by the County.

B. CONSULTATIVE, ADVISORY, INVESTIGATIVE AND PRE-DESIGN SERVICES

The Successful Proposer(s) may be requested to provide various services including, but not limited to, the following:

- a. Expert testimony;
- b. Utility rate structure and tariff studies;
- c. Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- d. Feasibility studies on proposed projects, including studies of clients' needs, analysis of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
- e. Development of preliminary design reports, including outline specifications, preliminary cost estimates; and
- f. Schematic design and design development for building projects.

C. PRE-DESIGN AND PRE-CONSTRUCTION ACTIVITIES

The Successful Proposer(s) may be requested by the County form various Land Acquisition functions and to provide scheduling and coordination on all Pre-Design and Pre-Construction activities including, but not limited to the following:

- a. Land Acquisition:
 1. Title research and survey;
 2. Appraisals, legal descriptions and plats.
- b. Scheduling and Coordination
 1. Site disturbance and building permits;
 2. Geotechnical, archeological and environmental permits and surveys;
 3. Storm water and NPDES permits;
 4. EPNEPD; Corps of Engineers, Georgia DOT, railroad or other permitting agencies; and
 5. Easement documentation, negotiation and support of "on time" acquisition.

D. PARTNERING

The Successful Proposer(s) will be required to support partnering requirements of this RFP and any other related contracts. The Successful Proposer(s) will be responsible for, but not limited to the following:

- a. Partnering scheduling and reports;
- b. Providing e-mail meeting notices and meeting minutes;
- c. Tracking Partnering Goal Measurements;
- d. Distributing Project Report Cards and compiling results; and
- e. Coordinating meetings and other sessions.

E. PROJECT MANAGEMENT SERVICES

The Successful Proposer(s) may be required to provide Project Management Services including, but not limited to the following:

- a. Meeting the County requirements related to the project intent, quality, schedule and budget;
- b. Selecting consultants;
- c. Performing conceptual studies including economic feasibility;
- d. Planning, scheduling, monitoring, controlling, estimating, budgeting and cash control for specific projects;
- e. Engineering and design;
- f. Procurement;
- g. Risk management;
- h. Construction management;
- i. Commissioning testing and start-up of new facilities;
- j. Quality assurance;
- k. Project closeout;
- l. Maintaining a document tracking and control system through the duration of the project; and
- m. **LEED** certification.

F. DETAILED DESIGN SERVICES

The successful Proposer(s) may be requested to perform Detailed Design Services (utilizing Fulton County's Standard Specifications and Details where applicable) based on previously established project requirements. These services may include, but not be limited to the following:

- a. Development and preparation of detailed calculations, engineering designs, drawings, cost estimates, technical specifications, and special conditions for use with the county standard contract documents;
- b. Resolving detailed problems;
- c. Developing specifications and selecting equipment;
- d. Coordinating engineers and/or other design service groups;
- e. Preparing, or collaborating with others responsible for preparing, estimates of the cost of the work;
- f. Providing assistance and advice to the county in bid evaluation and contract award immediately preceding construction;
- g. Developing additional standards for use in the project and for separate submittal

- to the County for incorporation into the County's standard specifications and details in the absence of such; and
- h. Maintaining a document tracking and control system.

G. CONTRACT ADMINISTRATION AND GENERAL REVIEW DURING CONSTRUCTION

The successful Proposer(s) may be requested to provide these services to assist the County in construction administration and engineering review following award of the contract and during construction of a specific project. These services may include, but not be limited to the following:

- a. Providing advice on the interpretation of contract documents to the County;
- b. Issuing supplementary details and instructions as required;
- c. Reviewing shop drawings for general compliance with design requirements and contract documents;
- d. Reviewing contractor's progress claims, including the validity of additions or deletions;
- e. Reviewing progress certificates and change orders for the client's acceptance;
- f. Making periodic site visits to assess progress generally and conformity of the of the work contract documents;
- g. Reporting to the County on the progress of construction;
- h. Arranging for, and attending, regular site meetings;
- i. Carrying out final review;
- j. Participating in the testing and start-up at the conclusion of the construction contract;
- k. Issuing a substantial performance and/or completion certificate to the County;
- l. Ensuring that the contractor's as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project; and
- m. Maintaining the document tracking and control system.

H. CONSTRUCTION MANAGEMENT SERVICES

The successful Proposer(s) may be requested to provide Construction Management Services that may include, but not be limited to the following:

- a. Contract strategy, administration and expediting;
- b. Construction logistics, planning, scheduling and personnel forecasts;
- c. Field office management;
- d. Construction facilities and equipment provisions;
- e. Progress monitoring, trending and reporting;
- f. Cost performance monitoring;
- g. Trending and claims processing;
- h. Safety program compliance; and
- i. Maintaining the document control and tracking system as required.

I. ADDITIONAL SERVICES

The County may request additional services from the A and E other than those specifically detailed in this RFP as "basic/services" and these requests will vary

according to the County needs any given time. These service requests may include, but are not limited to the following:

- a. Extended commissioning and start-up assistance for equipment or facilities;
- b. Preparing plant specific operating and maintenance manuals;
- c. Determining deficiencies during the warranty period;
- d. Preparing the final acceptance document at the end of the warranty period;
- e. Assisting with facility management and/or operations after commissioning and start-up;
- f. Providing assistance in as-built drawing verification;
- g. Facility requirements and utilization studies;
- h. Feasibility studies for new, renovation and alteration projects;
- i. Preparation of program documents;
- j. Preparation of schematic, preliminary, design development, contract documents, and specifications;
- k. Studies and audits for compliance with federal, state and local regulations;
- l. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural and civil engineering;
- m. Additional services which may be required or requested;
- n. Master Planning, building systems surveys;
- o. Facility programming;
- p. Construction administration;
- q. Development of design documents for the Fast Track Construction Project System (Job Order Contract); and
- r. Provide cost estimates.

EXHIBIT D

COMPENSATION

ARCHITECTURAL SERVICES

Position	Total Rate w/ OH&P
Principals, Licensed	\$ 203.21
Project Manager, Licensed	\$ 169.57
Project Architect, Licensed	\$ 144.09
Project Architect, Non-Licensed	\$ 104.45
Interior Designer	\$ 108.56
Intern Architect	\$ 81.43
Draftsman/CADD	\$ 85.93
Specification Writer	\$ 141.29
Cost Estimator	\$ 155.28
Administrative /Clerical	\$ 75.79

CIVIL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 202.65
Project Engineer, Registered	\$ 159.99
Project Engineer, E.I.T.	\$ 118.45
Designer	\$ 102.11
Draftsman/CADD	\$ 107.27
Administrative/Clerical	\$ 65.79

STRUCTURAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 217.20
Project Engineer, Registered	\$ 166.60
Project Engineer, E.I.T.	\$ 115.73
Designer	\$ 100.98
Draftsman/CADD	\$ 92.21
Administrative/Clerical	\$ 75.54

MECHANICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 164.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

ELECTRICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 196.55
Project Engineer, Registered	\$ 170.47
Project Engineer, E.I.T.	\$ 115.91
Designer	\$ 95.97
Draftsman/CADD	\$ 85.71
Administrative/Clerical	\$ 70.89

PLUMBING AND FIRE PROTECTION ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 161.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

EXHIBIT E

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] KHA Fra Engineering Consultants, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

55591

EEV/Basic Pilot Program* User Identification Number

KHA Fra Engineering Consultants, Inc.

BY: Authorized Officer of Agent (Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Valentino Bates, PE

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 17th day of August, 20 20

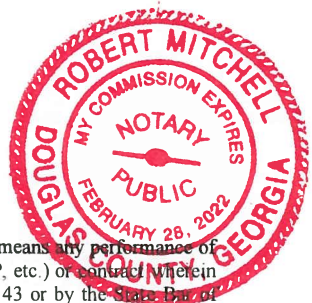
Notary Public: Robert Mitchell ROBERT MITCHELL

County: Douglas

Commission Expires: February 28, 2022

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

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



20RFP124887K-BKJ

**Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services**

Page 3

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** KHAFA behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1205725

EEV/Basic Pilot Program* User Identification Number

MARY MICHAEL/LANDMATTERS STUDIOS
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

PRINCIPAL/OWNER
Title of Authorized Officer or Agent of Subcontractor

MARY MICHAEL
Printed Name of Authorized Officer or Agent

M. Michael

Sworn to and subscribed before me,

This 20 day of August, 2020

Stephanie A. Nagg
(Notary Public)

(Seal)

Commission Expires: March 19 2024
(Date)



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** KHAFRA ENGINEERING behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

623855

EEV/Basic Pilot Program* User Identification Number

2M DESIGN CONSULTANTS, INC.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

VICE PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

LEONARD D. MORROW, JR.

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 19th day of AUG

Kinjal Reddy
(Notary Public)



Commission Expires: NOV 4th

(Date)

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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Khafra Engineering Consultants, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1158403 (180264, from Jan. 14, 2009 to Jan. 23, 2017)
EEV/Basic Pilot Program* User Identification Number

Chris Williams, Gleeds USA Inc.
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Chris Williams
Title of Authorized Officer or Agent of Subcontractor

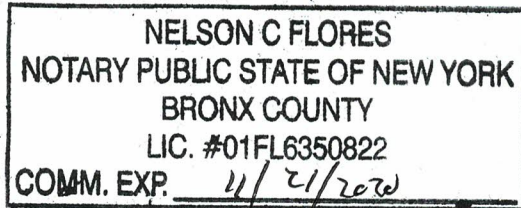
Chris Williams
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 25th day of August, 2020

(Notary Public) (Seal)

Commission Expires: 11/21/2020
(Date)



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** KHAFRA ENGINEERING CONSULTANTS behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

302911

EEV/Basic Pilot Program* User Identification Number

Timberhood Consulting, LLC

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Senior Mechanical Engineer

Title of Authorized Officer or Agent of Subcontractor

Bryan Kler

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20th day of August, 2020

(Signature)
(Notary Public) (Seal)

Commission Expires: 10/31/2022
(Date)

JASMINE SAUNDERS
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires Oct. 31, 2022

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

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

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

<u>Name</u>	<u>Mgt. Role</u>	<u>Location</u>	<u>Ownership Interest</u>
Val Bates, P.E.	President	Atlanta, GA	25.52%
Waymon Jones	Vice President	Atlanta, GA	18.62%
Mike Leung, P.E.	Treasurer	Atlanta, GA	18.62%
Elias Zewde, P.E.	Secretary	Louisville, KY	18.62%
Brandon Hewitt, P.E.	Vice President	Lanham, MD	18.62%

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

KHAFRA, an award-winning professional engineering and architectural design services firm, has been providing comprehensive engineering and environmental consulting services since 1986. Since that time, the firm has grown into a regional powerhouse of engineers and architects. Our core business of municipal environmental engineering, planning, design and construction management of water and wastewater treatment facilities remain strong in our core offices of Atlanta, Birmingham, Dallas and Louisville. We have added significant projects in Baltimore and Washington helping these municipal clients with their water infrastructure. In 2013, KHAFRA acquired a 97-year old firm in Buffalo, NY and welcomed KHEOPS Architecture, Engineering & Survey, DPC to the KHAFRA family of companies. Since that time, the firm has grown and opened an office in New York City.

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

NA

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One:

☒ YES

NO

See answer to question 4

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

Litigation Statement: Leo A. Daly, KHAFRA Engineering Consultants, Inc., Browder Leguizamon and Anthony Baker contract(s) were terminated for convenience by the City of Atlanta.

Circle One:

☒ YES

NO

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

Circle One:

YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 17th day of August, 2020

KHAFRA Engineering Consultants, Inc. 08/17/2020
(Legal Name of Proponent) (Date)

[Signature] 08/17/2020
(Signature of Authorized Representative) (Date)

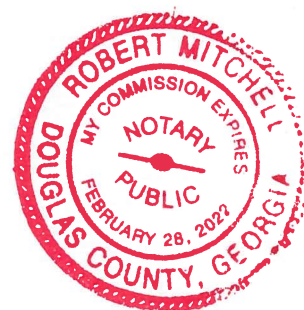
President
(Title)

Sworn to and subscribed before me,

This 17th day of August, 2020

Robert Mitchell ROBERT MITCHELL
(Notary Public) (Seal)

Commission Expires February 28, 2022
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: KHAFRA Engineering Consultants, Inc.

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

Professional License Type: State Npard of Registration for Engineering and Land Surveyor

Professional License Number: PEF000377

Expiration Date of License: 06/30/2022

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

Signed:



Date: 08/17/2020

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Khafra Engineering Consultants Inc.	Owner:
Address: 225 Peachtree Street, N.E. Suite 1600 Atlanta GA 30303	

Primary Source License Information

Lic #: PEF000377	Profession: Engineers / Land Surveyors	Type: Engineer Firm
Secondary:	Method: Application	Status: Active
Issued: 7/13/1989	Expires: 6/30/2022	Last Renewal Date: 7/9/2020

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **LAND MATTERS STUDIOS, LLC**

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant ☒

Professional License Type:

LANDSCAPE ARCHITECT

Professional License Number:

LA 000989

Expiration Date of License:

12/31/20

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

Signed: **Michael**

Date: **8.19.20**

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Mary Harris Michael

Address: 4101 Dunwoody Club Dr
unit 44
Atlanta GA 30350

Primary Source License Information

Lic #: LA000989	Profession: Landscape Architects	Type: Landscape Architect
Secondary:	Method: Reciprocity	Status: Active
Issued: 10/19/1993	Expires: 12/31/2020	Last Renewal Date: 10/16/2018

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: August 18, 2020 11:19:43

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

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Gleeds USA Inc.

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

Professional License Type:

N/A. Please note that Gleeds is serving in a sub-consultant role providing cost estimating services. Georgia Professional License Certification is not applicable to our services.

Professional License Number:

N/A

Expiration Date of License:

N/A

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

Signed:



Date: August 26, 2020

(ATTACH COPY OF LICENSE)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **2M Design Consultants, Inc.**

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

Professional License Type: **Architect/Interior Designer**

Professional License Number: **ID 000713**

Expiration Date of License: **03/31/2021**

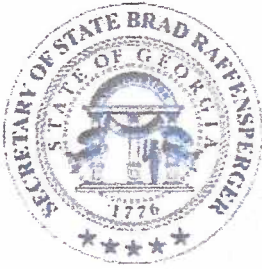
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: **08/19/20**

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Belinda A Morrow
Address: 3130 Hartridge Drive
Johns Creek GA 30022

Primary Source License Information

Lic #:	ID000713	Profession:	Architect / Interior Designer	Type:	Registered Interior Designer
Secondary:		Method:	Application	Status:	Active
Issued:	4/30/2009	Expires:	3/31/2021	Last Renewal Date:	3/13/2019

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: December 14, 2019 18:32:0Data current as of: December 14, 2019 18:31:3

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Timberhood Consulting, LLC

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

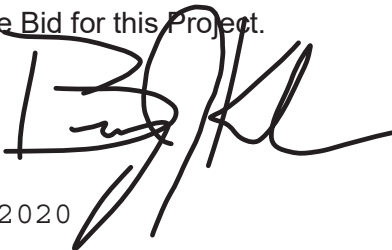
Professional License Type: Professional Engineering

Professional License Number: PE 027393

Expiration Date of License: 12/31/2020

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

Signed:



Date: 8/19/2020

(ATTACH COPY OF LICENSE)



Licensee Details

Licensee Information

Name:	Bryan J Kler
Address:	4946 Leisure Valley Dunwoody GA 30338

Primary Source License Information

Lic #:	PE027393	Profession:	Engineers / Land Surveyors	Type:	Professional Engineer
Secondary:		Method:	Examination	Status:	Active
Issued:	1/31/2002	Expires:	12/31/2020	Last Renewal Date:	7/25/2019

Associated Licenses

Relationship:	Employment	License Type:	Engineer Firm
Licensee:	Timberhood Consulting, LLC	License Status:	Active
License #:	PEF004667	Association Date:	Expiry:
Established:	6/23/2005		
Type:	Prerequisite		

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: August 19, 2020 8:25:26

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror KHAFRA Engineering Consultants, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

KHAFRA Engineering Consultants, Inc.
(BUSINESS NAME)

225 Peachtree Street NE, Suite 1600, Atlanta, GA 30303
(FULTON COUNTY BUSINESS ADDRESS)

President
(OFFICIAL TITLE OF AFFIANT)

Valentino Bates, PE
(NAME OF AFFIANT)

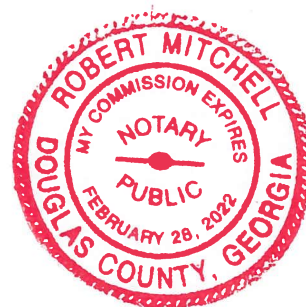

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 17th day of August, 2020

 ROBERT MITCHELL
(Notary Public) (Seal)

Commission Expires: February 28, 2022
(Date)



CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE
OCCUPATION TAX REGISTRATION CERTIFICATE

VALID ONLY WHEN REGISTRATION TAX REQUIREMENTS ARE PAID

CERTIFICATE NO. : 129142LGB

BUSINESS NAME : KHAFRA OPERATIONS SERVICES

LOCATION : 225 PEACHTREE ST NE STE 1600 ATLANTA GA 30303

DATE ISSUED : 1-1-2019 EXPIRES ON : 12-31-2019

BUSINESS NAME AND ADDRESS:

KHAFRA OPERATIONS SERVICES
225 PEACHTREE ST NE STE 1600
ATLANTA GA 30303



DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS
NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED

CERTIFICATE NOT TRANSFERABLE

IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,
CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270

THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

X 

Roosevelt Council, Jr.
Chief Financial Officer

STATE OF GEORGIA
COUNTY OF FULTON

NOT APPLICABLE

FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Valentino Bates, PE),
Name

President Title KHAFRA Engineering Consultants, Inc. Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Valentino Bates, PE TITLE: President

SIGNATURE: 

ADDRESS: 225 Peachtree Street NE, Suite 1600, Atlanta, GA 30303

PHONE NUMBER: 404.525.2120 EMAIL: vbates@khafra.com



EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

KHA FRA Engineering Consultants, Inc. (KHA FRA)

KHA FRA is a 100% minority-owned, full service, Engineering and Architectural firm and is qualified to perform a variety of tasks in-house. As a minority firm, KHA FRA also understands the need to support the development and growth of smaller minority and female-owned business enterprises (DBEs). When there is an opportunity, KHA FRA reaches out to other DBE firms to solicit their services.

To facilitate KHA FRA's EBO effort, we maintain an up-to-date library of Female/Minority- Owned Firm Directories from which to consult for specific task requirements.

Within the scope of this solicitation, KHA FRA has subcontracted with two additional firms, which are female/minority owned business enterprises.

Minority Participation

KHA FRA (MBE - Prime)
2M, Inc. (F/MBE)
LandMatters Studios (FBE)

A handwritten signature in blue ink, appearing to read 'Valentino T. Bates'.

Valentino T. Bates, PE, Principal
Fulton County RFP #20RFP124887K-BKJ
08/17/2020

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name KHAERA Engineering Consultants, Inc.

ITB/RFP Name & Number: Architecture and Engineering Standby #20RFP124887K-BKJ

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT ☐, is ☒ a minority or female owned and controlled business enterprise. ☒ **African American (AABE)** ☐; **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

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

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: 2M Design Consultants, Inc.
ADDRESS: 3130 Hartridge Drive, Johns Creek, GA 30022
EMAIL ADDRESS: bmorrow@2mdesignconsultants.com PHONE: 404.931.3888
CONTACT PERSON: Belinda Morrow
ETHNIC GROUP*: M/FBE COUNTY CERTIFIED** Yes
WORK TO BE PERFORMED: Sustainable Design
DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: Timberhood Consulting, LLCADDRESS: 4946 Leisure Valley, Atlanta, GA 30338EMAIL ADDRESS: bkler@timberhood.comPHONE: 770.407.2394CONTACT PERSON: Bryan Kler, PE

ETHNIC GROUP*: _____

COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: Mechanical EngineeringDOLLAR VALUE OF WORK: \$ TBDPERCENTAGE VALUE: TBD %SUBCONTRACTOR NAME: LandMatters Studios, LLCADDRESS: 201 Allen Road, Suite 300-B, Sandy Springs, GA 30328EMAIL ADDRESS: mary@landmattersstudios.comPHONE: 404.965.8780CONTACT PERSON: Mary MichaelETHNIC GROUP*: FBECOUNTY CERTIFIED** YesWORK TO BE PERFORMED: Landscape ArchitectureDOLLAR VALUE OF WORK: \$ TBDPERCENTAGE VALUE: TBD %SUBCONTRACTOR NAME: GLEEDSADDRESS: 990 Hammond Drive, Suite 520, Atlanta, GA 30328EMAIL ADDRESS: todd.tanner@gleedsusa.comPHONE: 770.395.1500CONTACT PERSON: Todd Tanner

ETHNIC GROUP*: _____

COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: Construction Cost EstimatingDOLLAR VALUE OF WORK: \$ TBDPERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____

COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____

PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** President

Business or Corporate Name: KHAFRA Engineering Consultants, Inc.

Address: 225 Peachtree Street NE, Suite 1600, Atlanta, GA 30303

Telephone: (404) 525.2120

Fax Number: (404) 522.7941

Email Address: vbates@khafra.com

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Insurance and Risk Management Provisions

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

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

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

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
4. UMBRELLA LIABILITY	Per Occurrence/Aggregate	\$2,000,000/\$2,000,000
5. PROFESSIONAL LIABILITY	Per Occurrence or Claim/Aggregate -	\$1,000,000/\$2,000,000

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor (s) in this contract with coverage for liability under a contract of professional services. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. IF coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full Extended Repotting Period (ERP) coverage.

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 (11/85) version), its' equivalent or on a blanket basis.

In order to make sure that the County and Contractor are provided with protection and to verify the availability of insurance the Additional Insured Box must be marked "Y" for Commercial General Liability, Automobile Liability and Umbrella and the Subrogation Waiver Box must be marked "Y" for Workers Compensation and Employer's Liability.

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

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

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

Such certificates and notices shall be sent to:

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.

Effective 03/31/2020dp

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Suite 1168
Atlanta, GA 30303-3459

Important:

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

USE OF PREMISES

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

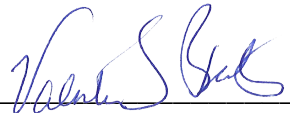
PROTECTION OF PROPERTY

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

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

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

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

COMPANY: KHAFRA Engineering Consultants, Inc. SIGNATURE: 

NAME: Valentino Bates, PE TITLE: President

DATE: 08/17/2020

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/13/2019

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

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

PRODUCER Edgewood Partners Ins. Center 2405 Satellite Blvd., Ste. 200 Duluth, GA 30096 770 232-0202		CONTACT NAME: Connie Sims PHONE (A/C, No, Ext): 678 475-5714 FAX (A/C, No): 678 475-3872 E-MAIL ADDRESS: connie.sims@epicbrokers.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Travelers Indemnity Company of America	25666
		INSURER B : Travelers Prop Casualty Co of America	25674
		INSURER C : Travelers Casualty & Surety Co of Ameri	31194
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	680005H512007	12/15/2019	12/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X	X	BA2675L14A	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP006693Y419	12/15/2019	12/15/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB008J590582	12/15/2019	12/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab			105381330	12/15/2019	12/15/2020	\$2,000,000/\$2,000,000

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

Certificate Holder is an Additional Insured for work the insured performs as respects General Liability, Automobile Liability and the written contract on a Primary and Non-Contributory basis. A Waiver of Subrogation is in favor of the Certificate Holder as agreed on in a written contract as respects to General Liability, Automobile Liability and Workers Compensation. Umbrella is follow form over the General Liability, Automobile Liability and Employer's Liability where required by the written contract, subject to (See Attached Descriptions)


CERTIFICATE HOLDER For Insurance Verification Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT H

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Deliverables may be requested at 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with each task order that is issued. All applicable Federal, State laws; and County ordinances, codes, rules and regulations of all authorities having jurisdiction over the construction of the project shall be followed.

The Prosper shall utilize CADD; object based drawing formats for the preparation of drawings. This format will be used for architectural and engineering disciplines.

Drawings for each task order/scope of work, shall be printed on 30 inch x 42 inch paper drawing sheets for full size documents, to an appropriate scale. Additionally, drawings must be transmitted electronically in PDF file format when requested by the County. Specifications and reports required in each task order/scope of work shall be 8 1/2" inches X 11 inches except as indicated otherwise and must be transmitted in PDF file format when requested by the County.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/12/2021

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

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

PRODUCER Edgewood Partners Ins. Center 2405 Satellite Blvd., Ste. 200 Duluth, GA 30096 770 232-0202	CONTACT NAME: Connie Sims, CISR PHONE (A/C, No, Ext): 678 475-5714 FAX (A/C, No): E-MAIL ADDRESS: connie.sims@epicbrokers.com																					
INSURED Khafra Engineering Consultants, Inc. 225 Peachtree Street, NE Suite 1600 Atlanta, GA 30303-1730	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Travelers Indemnity Company of America</td><td>25666</td></tr> <tr> <td colspan="2">INSURER B : Travelers Prop Casualty Co of America</td><td>25674</td></tr> <tr> <td colspan="2">INSURER C : Travelers Casualty & Surety Co of Ameri</td><td>31194</td></tr> <tr> <td colspan="2">INSURER D : The Phoenix Insurance Company</td><td>25623</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Indemnity Company of America		25666	INSURER B : Travelers Prop Casualty Co of America		25674	INSURER C : Travelers Casualty & Surety Co of Ameri		31194	INSURER D : The Phoenix Insurance Company		25623	INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680005H512007	12/15/2020	12/15/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA2R4558311	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP006693Y419	12/15/2020	12/15/2021	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	UB008J590582	12/15/2020	12/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Lib			105381330	12/15/2020	12/15/2021	\$3,000,000/\$3,000,000

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

RE: 20RFP124887K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural & Engineering Services

Certificate Holder is an Additional Insured for work the insured performs as respects General Liability, Automobile Liability and the written contract on a Primary and Non-Contributory basis. A Waiver of Subrogation is in favor of the Certificate Holder as agreed on in a written contract as respects to General (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
Department of Purchasing
225 Peachtree Street, N.E.,
Suite 1600
Atlanta, GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Seavelly

DESCRIPTIONS (Continued from Page 1)

Liability, Automobile Liability and Workers Compensation. Umbrella is follow form over the General Liability, Automobile Liability and Employer's Liability where required by the written contract, subject to the policy's terms, conditions and exclusions.



CONTRACT DOCUMENTS FOR

20RFP124887K-BKJ (A)

**STANDBY PROFESSIONAL SERVICES FOR
FACILITIES RELATED PLANNING, DESIGN,
ENGINEERING AND ASSESSMENTS -
ARCHITECTURAL & ENGINEERING SERVICES**

For

**DEPARTMENT OF REAL ESTATE AND
ASSET MANAGEMENT**

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ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 11.	<u>SUSPENSION OF WORK</u>
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ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
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ARTICLE 22.	<u>SUBCONTRACTING</u>
ARTICLE 23.	<u>ASSIGNABILITY</u>
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ARTICLE 27.	<u>VERBAL AGREEMENT</u>
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EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT H:	<u>PROJECT DELIVERABLES</u>

CONTRACT AGREEMENT

Contractor: **Sizemore Group, LLC**

Contract No.: **20RFP124887K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural & Engineering Services**

Address: **342 Marietta Street, NW**
City, State **Unit 3**
Atlanta, GA 30313

Telephone: **404-605-0690 ext.103**

Email: lilyb@sizemoregroup.com

Contact: **Lily Berrios, AIA, LEED AP**
President

This Agreement made and entered into effective the 9th day of April, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **SIZEMORE GROUP, LLC** hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced vendor to provide Standby Professional Services for Architectural and Engineering Services in support of the Department of Real Estate and Asset Management (DREAM) on an "as needed-task assignment" basis for professional services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS**

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **March 3, 2021, BOC Item # 21-0165.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments -

Architectural & Engineering Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

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

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

ARTICLE 15. WAIVER OF BREACH

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to

the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

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

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this

warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
141 Pryor Street, S.W., suite 6001
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: Joseph.Davis@fultoncountyga.gov
Attention: Joseph Davis, Director

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Sizemore Group
342 Marietta Street, NW
Unit 3
Atlanta, GA 30313
Telephone: 404-605-0690 ext. 103
Email: lilyb@sizemoregroup.com
Attention: Lily Berrios, AIA, LEED AP

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or

computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its

receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

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

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

SIZEMORE GROUP, LLC

DocuSigned by:

Lily Bernos

Lily Bernos, AIA, LEED AP
President

ATTEST: Please select Attest or Notary from checkbox ☐ Attest ☒ Notary

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Denzel Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and Asset
Management

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Crystal Callwood

Notary Public

County: Cobb

Commission Expires: May 31, 2024

(Affix Notary Seal) DocuSigned by:



Please select RCS or RM from the checkbox

RCS

X

RM

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2021-0165A RM: 3/3/2021
REGULAR MEETING

Insurance Certificate to be attached



ADDENDA



Date: August 10, 2020

Project Number: 20RFP124887K-BKJ

Project Title: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

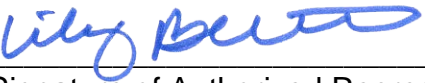
This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1 & 2

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1&2, 18 day of August, 2020.

Sizemore Group, LLC
Legal Name of Bidder/Proposer


Signature of Authorized Representative

President
Title



Date: August 17, 2020

Project Number: 20RFP124887K-BKJ

Project Title: *Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services*

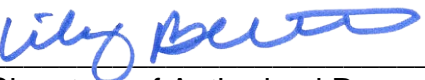
This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 3

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.3, 18 day of August, 2020.

Sizemore Group, LLC
Legal Name of Bidder/Proposer


Signature of Authorized Representative

President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

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

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the various and diverse technical, professional, architectural and engineering planning projects, and related projects for the County on an as needed basis. Whenever services are requested by the County the Successful Proposer(s) will submit a written proposal for the specific project based on the scope of services requested by the County. The County may accept or reject the proposal, or decline such services when it is in the best interest of the County to do so. If the Successful Proposer(s)'s proposal is accepted, the County may issue a Work Authorization and Notice to Proceed that specifies the "not-to-exceed" dollar amount of the Work Authorization (WA) with the begin and completion date. After having received the Notice to Proceed (NTP), including a written approval of the scope of services and estimate of fees for a specific project, the Successful Proposer(s) shall provide the services required for the specific project in accordance with the contract and scope of service. The County may rescind a NTP or WA at any time at the County's convenience if it is in the best interest of Fulton County. When a Notice to Proceed is rescinded, the County will pay the Successful Proposer(s) for any authorized work that has been satisfactorily performed up to, and through the date of cancellation. In the event of cancellation, the Successful Proposer(s) will not be entitled to any additional compensation for unauthorized work or anticipated lost profits due to such cancellation. All work products for which compensation is received by the Successful Proposer(s) from the County shall be submitted to the County. Further, all authorized work shall be submitted to the County before final payment is approved by the County.

It is understood and agreed by the Successful Proposer(s) that services performed under the Scope of Services as stated in this RFP shall include, but not be limited to those services described below and to the extent desired by Fulton County. Basic Services shall include the provision of various professional services as hereinafter stated that include civil, mechanical, electrical, architectural, geotechnical and structural engineering, contract administration, prequalification, bidding, and construction inspection services incidental thereto. Services also include preparation of engineering studies, modeling process and hydraulics, and assistance with regulatory requirements, citizen participation involvement, predesign and pre-construction support and partnering. The County may request all, some, any combination of or none of the services identified in this Scope of Services. When the County desires any services contemplated under this RFP, the County will contact the Successful Proposer(s) and request a written proposal, estimate of costs and preliminary schedule for the work to be performed on each specific project based on the Scope of Services desired by the County.

A. ENGINEERING STUDIES

Certain projects may be assigned to the Successful Proposer(s) that requires the only deliverable to be technical memorandums and/or a final report. Such projects will usually be for planning purposes or consist of an environmental study. These projects will not require additional design, bid and construction services as outlined elsewhere in this document. Engineering studies will require the use of engineering and scientific specialists proficient in the subject area of the project. These specialists will be considered local for billing purposes with no reimbursement for travel and lodging expenses. The Successful Proposer(s) will be required to maintain a project schedule

and budget for each engineering study assigned. A minimum of two (2) weeks shall be provided in the project schedule for County review of each deliverable unless otherwise directed by the County.

Services may include, but not be limited to the following:

- a. A kick-off meeting;
- b. Progress meetings as determined by the county;
- c. Information gathering;
- d. Preparation of draft technical memorandums on specific subject areas of the project;
- e. Review meetings and coordination of review comments;
- f. Preparation of the final report; and
- g. Presentation of the results at private and public forums when requested and directed by the County.

B. CONSULTATIVE, ADVISORY, INVESTIGATIVE AND PRE-DESIGN SERVICES

The Successful Proposer(s) may be requested to provide various services including, but not limited to, the following:

- a. Expert testimony;
- b. Utility rate structure and tariff studies;
- c. Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- d. Feasibility studies on proposed projects, including studies of clients' needs, analysis of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
- e. Development of preliminary design reports, including outline specifications, preliminary cost estimates; and
- f. Schematic design and design development for building projects.

C. PRE-DESIGN AND PRE-CONSTRUCTION ACTIVITIES

The Successful Proposer(s) may be requested by the County form various Land Acquisition functions and to provide scheduling and coordination on all Pre-Design and Pre-Construction activities including, but not limited to the following:

- a. Land Acquisition:
 1. Title research and survey;
 2. Appraisals, legal descriptions and plats.
- b. Scheduling and Coordination
 1. Site disturbance and building permits;
 2. Geotechnical, archeological and environmental permits and surveys;
 3. Storm water and NPDES permits;
 4. EPNEPD; Corps of Engineers, Georgia DOT, railroad or other permitting agencies; and
 5. Easement documentation, negotiation and support of "on time" acquisition.

D. PARTNERING

The Successful Proposer(s) will be required to support partnering requirements of this RFP and any other related contracts. The Successful Proposer(s) will be responsible for, but not limited to the following:

- a. Partnering scheduling and reports;
- b. Providing e-mail meeting notices and meeting minutes;
- c. Tracking Partnering Goal Measurements;
- d. Distributing Project Report Cards and compiling results; and
- e. Coordinating meetings and other sessions.

E. PROJECT MANAGEMENT SERVICES

The Successful Proposer(s) may be required to provide Project Management Services including, but not limited to the following:

- a. Meeting the County requirements related to the project intent, quality, schedule and budget;
- b. Selecting consultants;
- c. Performing conceptual studies including economic feasibility;
- d. Planning, scheduling, monitoring, controlling, estimating, budgeting and cash control for specific projects;
- e. Engineering and design;
- f. Procurement;
- g. Risk management;
- h. Construction management;
- i. Commissioning testing and start-up of new facilities;
- j. Quality assurance;
- k. Project closeout;
- l. Maintaining a document tracking and control system through the duration of the project; and
- m. **LEED** certification.

F. DETAILED DESIGN SERVICES

The successful Proposer(s) may be requested to perform Detailed Design Services (utilizing Fulton County's Standard Specifications and Details where applicable) based on previously established project requirements. These services may include, but not be limited to the following:

- a. Development and preparation of detailed calculations, engineering designs, drawings, cost estimates, technical specifications, and special conditions for use with the county standard contract documents;
- b. Resolving detailed problems;
- c. Developing specifications and selecting equipment;
- d. Coordinating engineers and/or other design service groups;
- e. Preparing, or collaborating with others responsible for preparing, estimates of the cost of the work;
- f. Providing assistance and advice to the county in bid evaluation and contract award immediately preceding construction;
- g. Developing additional standards for use in the project and for separate submittal

- to the County for incorporation into the County's standard specifications and details in the absence of such; and
- h. Maintaining a document tracking and control system.

G. CONTRACT ADMINISTRATION AND GENERAL REVIEW DURING CONSTRUCTION

The successful Proposer(s) may be requested to provide these services to assist the County in construction administration and engineering review following award of the contract and during construction of a specific project. These services may include, but not be limited to the following:

- a. Providing advice on the interpretation of contract documents to the County;
- b. Issuing supplementary details and instructions as required;
- c. Reviewing shop drawings for general compliance with design requirements and contract documents;
- d. Reviewing contractor's progress claims, including the validity of additions or deletions;
- e. Reviewing progress certificates and change orders for the client's acceptance;
- f. Making periodic site visits to assess progress generally and conformity of the of the work contract documents;
- g. Reporting to the County on the progress of construction;
- h. Arranging for, and attending, regular site meetings;
- i. Carrying out final review;
- j. Participating in the testing and start-up at the conclusion of the construction contract;
- k. Issuing a substantial performance and/or completion certificate to the County;
- l. Ensuring that the contractor's as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project; and
- m. Maintaining the document tracking and control system.

H. CONSTRUCTION MANAGEMENT SERVICES

The successful Proposer(s) may be requested to provide Construction Management Services that may include, but not be limited to the following:

- a. Contract strategy, administration and expediting;
- b. Construction logistics, planning, scheduling and personnel forecasts;
- c. Field office management;
- d. Construction facilities and equipment provisions;
- e. Progress monitoring, trending and reporting;
- f. Cost performance monitoring;
- g. Trending and claims processing;
- h. Safety program compliance; and
- i. Maintaining the document control and tracking system as required.

I. ADDITIONAL SERVICES

The County may request additional services from the A and E other than those specifically detailed in this RFP as "basic/services" and these requests will vary

according to the County needs any given time. These service requests may include, but are not limited to the following:

- a. Extended commissioning and start-up assistance for equipment or facilities;
- b. Preparing plant specific operating and maintenance manuals;
- c. Determining deficiencies during the warranty period;
- d. Preparing the final acceptance document at the end of the warranty period;
- e. Assisting with facility management and/or operations after commissioning and start-up;
- f. Providing assistance in as-built drawing verification;
- g. Facility requirements and utilization studies;
- h. Feasibility studies for new, renovation and alteration projects;
- i. Preparation of program documents;
- j. Preparation of schematic, preliminary, design development, contract documents, and specifications;
- k. Studies and audits for compliance with federal, state and local regulations;
- l. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural and civil engineering;
- m. Additional services which may be required or requested;
- n. Master Planning, building systems surveys;
- o. Facility programming;
- p. Construction administration;
- q. Development of design documents for the Fast Track Construction Project System (Job Order Contract); and
- r. Provide cost estimates.

EXHIBIT D

COMPENSATION

ARCHITECTURAL SERVICES

Position	Total Rate w/ OH&P
Principals, Licensed	\$ 203.21
Project Manager, Licensed	\$ 169.57
Project Architect, Licensed	\$ 144.09
Project Architect, Non-Licensed	\$ 104.45
Interior Designer	\$ 108.56
Intern Architect	\$ 81.43
Draftsman/CADD	\$ 85.93
Specification Writer	\$ 141.29
Cost Estimator	\$ 155.28
Administrative /Clerical	\$ 75.79

CIVIL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 202.65
Project Engineer, Registered	\$ 159.99
Project Engineer, E.I.T.	\$ 118.45
Designer	\$ 102.11
Draftsman/CADD	\$ 107.27
Administrative/Clerical	\$ 65.79

STRUCTURAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 217.20
Project Engineer, Registered	\$ 166.60
Project Engineer, E.I.T.	\$ 115.73
Designer	\$ 100.98
Draftsman/CADD	\$ 92.21
Administrative/Clerical	\$ 75.54

MECHANICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 164.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

ELECTRICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 196.55
Project Engineer, Registered	\$ 170.47
Project Engineer, E.I.T.	\$ 115.91
Designer	\$ 95.97
Draftsman/CADD	\$ 85.71
Administrative/Clerical	\$ 70.89

PLUMBING AND FIRE PROTECTION ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 161.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

EXHIBIT E

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Sizemore Group, LLC on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

211424

EEV/Basic Pilot Program* User Identification Number

Lily Berrios
BY: Authorized Officer of Agent (Insert Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

Lily Berrios, AIA, LEED AP BD+C, Principal

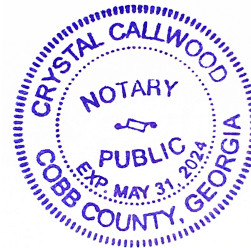
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 18th day of August, 2020.

Notary Public: *Crystal Callwood*

County: Cobb County Notary

Commission Expires: May 31, 2024



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

Page 3

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] SIZE MORE GROUP behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1220323

EEV/Basic Pilot Program* User Identification Number

ASCENSION PROGRAM MANAGEMENT

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

THOMAS J. PRINE

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 18th day of August, 2020

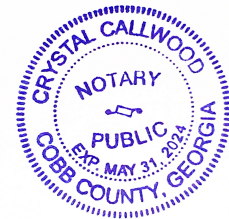
Crystal Callwood

(Notary Public)

(Seal)

Commission Expires: May 31, 2020

(Date)



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

Page 5

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Sizemore Group, LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

68313 Date of Authorization 11/6/2007

EEV/Basic Pilot Program* User Identification Number

Travis N. Pruitt

BY: Authorized Officer of Agent
(Travis Pruitt & Associates, Inc.)

President

Title of Authorized Officer or Agent of Subcontractor

Travis N. Pruitt, Jr., PE, PLS

Printed Name of Authorized Officer or Agent

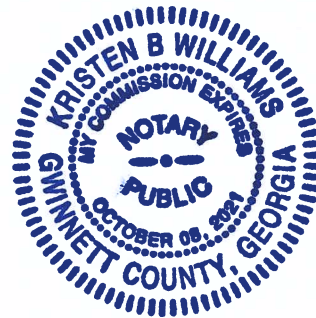
Sworn to and subscribed before me,

This 24th day of August, 2020

Kristen B. Williams
(Notary Public)

(Seal)

Commission Expires: October 8, 2021
(Date)



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

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

20RFP124887K-BKJ

**Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services**

Page 5

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** PGAL, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

435335

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Vice President

Title of Authorized Officer or Agent of Subcontractor

Erik Steavens

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 19th day of Aug, 2020

(Notary Public)

(Seal)

Commission Expires: 11/19/23
(Date)



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

Page 5

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Sizemore Group, LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

227079
EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer of Agent
(Insert Subcontractor Name)

President
Title of Authorized Officer or Agent of Subcontractor

Mark D. Phillips
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 19 day of August, 2020

[Signature]
(Notary Public)

(Seal)

Commission Expires: 2-4-23



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Sizemore Group, LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

397500

EEO/Basic Pilot Program* User Identification Number

PECGA LLC dba Palmer Engineering Company

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President Bakulesh Patel

Title of Authorized Officer or Agent of Subcontractor

Bakulesh Patel

Printed Name of Authorized Officer or Agent

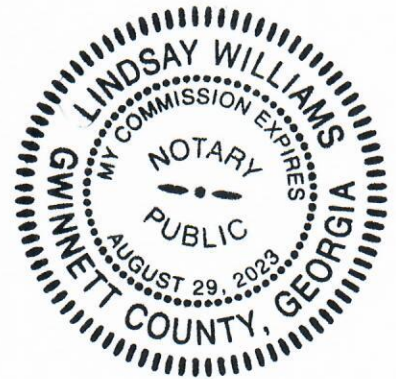
Sworn to and subscribed before me,

This 14 day of August, 2020

Lindsay Williams
(Notary Public)

Lindsay Williams
(Seal)

Commission Expires: 8/29/2023
(Date)



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

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

20RFP124887K-BKJ

**Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services**

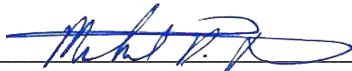
**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Sizemore Group behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

118948

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent
Palacio Collaborative, Inc.

President and Chief Cost Manager
Title of Authorized Officer or Agent of Subcontractor

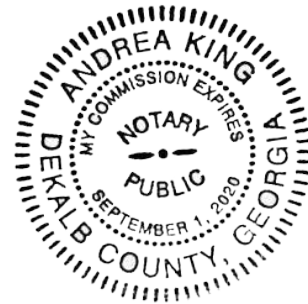
Michael D. Palacio
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 13 day of August, 2020


(Notary Public) (Seal)

Commission Expires: September 1, 2020
(Date)



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

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

20RFP124887K-BKJ

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**1. Please provide the names and business addresses of each of the firm's officers and directors.**

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

Names of Principal/members of Sizemore Group:

William J. de St. Aubin, AIA, LEED AP, CEO
 Lily del C. Berrios, AIA, LEED AP BD+C, President
 Thomas M. Sayre, AIA, ASHRAE, LEED AP BD+C, Principal
 Angel Kauffmann, IIDA, LEED AP BD +C, Principal
 Deanna Murphy, AICP, Principal

Business Address for all named above:

Sizemore Group, LLC
 342 Marietta Street, NW, Unit 3
 Atlanta, GA 30313

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Sizemore Group has always centered its practice on the Civic and Educational Markets, so our firm has not experienced either the meteoric rise or fall that many firms have experienced in the last five years. Our Annual Net Earnings have risen and fallen by less than 20% from year to year.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (1) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Sizemore Group was awarded #17RFP107745K-EC(D) Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments – Architectural & Engineering Services. We have done several projects under this task order including:

- Project Management Services – Senior Centers
- Senior Services Emergency Evacuation Plans
- Solicitor's Office Interior Design
- Southwest Performing Arts Center

In 2018, Sizmeore Group was awarded RFP #17RFP110665K-LN - Space Utilization Analysis and Programming

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES NO

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

Circle One: YES **NO**

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 18th day of August, 2020


Lily Berrios, AIA, LEED AP BD +C 8/18/2020
(Legal Name of Proponent) (Date)

 8/18/2020
(Signature of Authorized Representative) (Date)

President
(Title)

Sworn to and subscribed before me,

This 18th day of August, 2020


(Notary Public) (Seal)

Commission Expires May 31, 2024
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Sizemore Group, LLC - Lily Berrios

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

Professional License Type: Architect

Professional License Number: RA 10592

Expiration Date of License: 6/30/2021

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

Signed:



Date: 8/18/2020

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Lily del C Berrios

Address: Sizemore Group
342 Marietta Street
Atlanta GA 30313

Primary Source License Information

Lic #:	RA010592	Profession:	Architect / Interior Designer	Type:	Registered Architect
Secondary:		Method:	Reciprocity	Status:	Active
Issued:	6/7/2002	Expires:	6/30/2021	Last Renewal Date:	6/27/2019

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: August 18, 2020 16:35:8

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

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Sizemore Group, LLC - Angel Kauffmann

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

Professional License Type: NCIDQ (Council for Interior Design Qualification)

Professional License Number: 24212

Expiration Date of License: 4/31/2021

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

Signed:



Date: 8/18/2020

(ATTACH COPY OF LICENSE)

Name: Angel Kauffmann

Certificate Number: 24212

Certificate Holder Since: Apr-05-2008

Active Certificate Status Expires: Apr-30-2021



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Sizemore Group, LLC - Tulia Scott

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

Professional License Type: Architect

Professional License Number: RA013120

Expiration Date of License: 6/30/2021

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

Signed:



Date: 8/18/2020

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Shelly Anne Tulia Scott

Address: 771 Lindbergh Drive
Apt 5106
Atlanta GA 30324

Primary Source License Information

Lic #:	RA013120	Profession:	Architect / Interior Designer	Type:	Registered Architect
Secondary:		Method:	Reciprocity	Status:	Active
Issued:	4/27/2011	Expires:	6/30/2021	Last Renewal Date:	6/17/2019

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: August 18, 2020 16:36:15

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

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Sizemore Group, LLC - Thomas Sayre

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

Professional License Type: Architect

Professional License Number: RA005298

Expiration Date of License: 6/30/2021

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

Signed:



Date: 8/18/2020

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Thomas Morris Sayre

Address: 342 Marietta Street, NW #3
342 Marietta Street, NW
Atlanta GA 30313

Primary Source License Information

Lic #:	RA005298	Profession:	Architect / Interior Designer	Type:	Registered Architect
Secondary:		Method:	Examination	Status:	Active
Issued:	3/15/1983	Expires:	6/30/2021	Last Renewal Date:	6/27/2019

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: August 18, 2020 13:50:28

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

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: ASCENSION PROGRAM MANAGEMENT

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

Professional License Type:

CERTIFIED CONSTRUCTION MANAGER
CONSTRUCTION MGMT. ASSOCIATION OF AMERICA

Professional License Number:

CCM # 978

Expiration Date of License:

NOV 01, 2020

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

Signed:



Date: 08.17.2020

(ATTACH COPY OF LICENSE)

The Construction Manager Certification Institute

CCMI

Certified Construction Manager

Jeff Prine

CMCI ID #: 978

having voluntarily met the prescribed criteria of the CCM program with regard to formal education, field experience and demonstrated capability and understanding of the CCM body of knowledge and having met the professional standards and having demonstrated a commitment to and interest in providing the highest quality professional CCM services available, has earned the designation of Certified Construction Manager.

This certification is issued by the Construction Manager Certification Institute
on this 10th day of June, 2006.

Chairman Heidi Ohre

This certificate is valid through June 2017.

This certificate was last renewed on November, 2015.



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name:

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

Professional License Type: Registered Professional Engineer in Georgia

Professional License Number: PEF005170

Expiration Date of License: 6-30-2022

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

Signed: 

Date: August 25, 2020

(ATTACH COPY OF LICENSE)



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

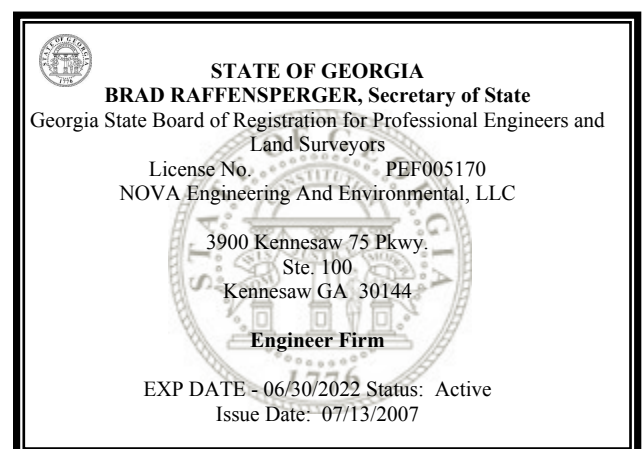
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

NOVA Engineering And Environmental, LLC
3900 Kennesaw 75 Pkwy.
Ste. 100
Kennesaw GA 30144



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name:

PECGA LLC dba Palmer Engineering Company
Bakulesh M. Patel, President

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant ✓

Professional License Type:

Professional Engineer

Professional License Number:

Bakulesh Patel-PE020409

PECGA LLC dba Palmer Engineering Company - PEF000497

Expiration Date of License:

Bakulesh Patel: PE020409-12/31/2020
PEC: PF000497 -6/30/2022

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

Signed:



Date: 8/17/2020

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
Office of the Secretary of State

State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE020409

Bakulesh M Patel
3585 Habersham at Northlake, Bldg N
Tucker GA 30084

Professional Engineer

EXP DATE - 12/31/2020 Status: Active
Issue Date: 02/02/1993

Above is your wall certificate license. A pocket-sized license card is below.

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Bakulesh M Patel
3585 Habersham at Northlake, Bldg N
Tucker GA 30084



STATE OF GEORGIA
Office of the Secretary of State

Georgia State Board of Registration for Professional Engineers and
Land Surveyors

License No. PE020409

Bakulesh M Patel
3585 Habersham at Northlake, Bldg N
Tucker GA 30084

Professional Engineer

EXP DATE - 12/31/2020 Status: Active
Issue Date: 02/02/1993



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PEF000497
PECGA, LLC DBA Palmer Engineering Company

3585 Habersham At Northlake
Building N
Tucker GA 30084

Engineer Firm

EXP DATE - 06/30/2022 Status: Active
Issue Date: 07/13/1989

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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

PECGA, LLC DBA Palmer Engineering
Company
3585 Habersham At Northlake
Building N
Tucker GA 30084



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

Georgia State Board of Registration for Professional Engineers and
Land Surveyors

License No. PEF000497
PECGA, LLC DBA Palmer Engineering Company

3585 Habersham At Northlake
Building N
Tucker GA 30084

Engineer Firm

EXP DATE - 06/30/2022 Status: Active
Issue Date: 07/13/1989

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: S. L. King & Associates, Inc.

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

Professional License Type: Engineer Firm

Professional License Number: PEF002528

Expiration Date of License: 06/30/2022

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

Signed: *He W. Coll.*

Date: *8/19/2020*

(ATTACH COPY OF LICENSE)



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

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

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

S.L. King & Associates, Inc.
270 Peachtree St. NW
Suite 1600
Atlanta GA 30303



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Travis Pruitt & Associates, Inc.

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

Professional License Type: Professional Engineer



Professional License Number: PE019115

Expiration Date of License: 12/31/2020

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

Signed: 

Date: 8/24/2020

	STATE OF GEORGIA	
	Brian P. Kemp, Secretary of State State Board of Engineers and Land Surveyors Professional Engineer	
	License No. PE019115	Status: Active
	Travis Norman Pruitt, Jr 4317 Park Dr, S-400 Norcross GA 30093	
Issued: 1/8/1991 Expires: 12/31/2020		
 Real-time license verification is available at sos.georgia.gov/PLB		

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Travis Pruitt & Associates, Inc.

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

Professional License Type: Professional Engineer

Professional License Number: PE019306


Expiration Date of License: 12/31/2020

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

Signed:



Date: 8/24/2020

	STATE OF GEORGIA	
	Brian P. Kemp, Secretary of State State Board of Engineers and Land Surveyors Professional Engineer	
	License No. PE019306	Status: Active
	Steve J Bennett 3647 Kelin Court Lilburn GA 30047	
Issued: 6/18/1991 Expires: 12/31/2020		
 Real-time license verification is available at sos.georgia.gov/PLB		

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Travis Pruitt & Associates, Inc.

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

Professional License Type: Professional Engineer

Professional License Number: PE043947



Expiration Date of License: 12/31/2020

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

Signed:



Date: 8/24/2020

	STATE OF GEORGIA Office of the Secretary of State State Board of Engineers and Land Surveyors Professional Engineer
	License No. PE043947 Status: Active
Gregory Brent Thomas, Jr 665 Concord Rd SW Smyrna GA 30082	
Issued: 12/5/2018 Expires: 12/31/2020	
	Real-time license verification is available at sos.georgia.gov/PLB

THIS FORM IS NOT APPLICABLE TO SIZEMORE GROUP

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

SECTION 6 - CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report ("EEOR"), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

Title VI Non-Discrimination Policy (600-71)

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents in a separate sealed envelope marked "Contract Compliance Exhibits."

- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

The following documents must be completed as instructed if awarded the project:

- Exhibit B – Equal Employment Opportunity Report (EEOR)



August 18, 2020

Re: **Fulton County RFP #20RFP124887K-BKJ**
Standby Professional Services for Facilities Related Planning, Design,
Engineering and Assessments – Architectural & Engineering Services

SIZEMORE GROUP, LLC
Equal Business Opportunity Plan

Sizemore Group does not discriminate based on race, religion, or gender. We encourage diversity in our workplace and in our consultants and look for opportunities to involve small, minority and female business enterprises in our projects.

Our Equal Business Opportunity Plan is intended to respond to the following criteria as established by the County:

1) Enhance the utilization of a racial, gender or ethnic group.

Sizemore Group encourages diversity in our workplace. 40% of our personnel are minorities and 60% of our personnel are female.

2) Identify, encourage, and solicit minority and female business enterprises.

Sizemore Group has teamed with three Minority Owned firms on this proposal: SL King & Associates (MEP), Palmer Engineering (Structural), and Palacio Collaborative (Cost Management),

3) Identify, establish, and promote procurement and contracting opportunities for small, minority, and female business enterprises.

Most of the firms that Sizemore Group has teamed with in this proposal are under twenty persons in size. Sizemore Group routinely looks for opportunities to team with minority and/or female business enterprises.

Sizemore Group will continue to hire the best people regardless of their race, religion, and gender, and to seek opportunities to team with qualified small, minority, and female business enterprises.

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Sizemore Group, LLC

ITB/RFP Name & Number: Standby Professional Architecture and Engineering Services
RFP #RFP124887K-BKJ

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

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

JV Partner(s) information: NOT APPLICABLE

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: Ascension Program Management

ADDRESS: 2990 Summit Lane, Monroe, GA 30655

EMAIL ADDRESS: jprine@ascension-pm.com PHONE: 404.992.5050

CONTACT PERSON: Jeff Prine

ETHNIC GROUP*: N/A COUNTY CERTIFIED**: N/A

WORK TO BE PERFORMED: Program Management Services

DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: Palacio Collaborative
 ADDRESS: 400 Galleria Parkway, SE, Suite 1500, Atlanta, GA 30339
 EMAIL ADDRESS: tdickerson@palaciocollaborative.com PHONE: 404.609.9006
 CONTACT PERSON: Terry Dickerson
 ETHNIC GROUP*: MBE COUNTY CERTIFIED** Fulton
 WORK TO BE PERFORMED: Cost Management
 DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: Travis Pruitt & Associates
 ADDRESS: 4317 Park Drive, Suite 400, Norcross, GA 30093
 EMAIL ADDRESS: travis@travispruitt.com PHONE: 770.416.7511
 CONTACT PERSON: Travis Pruitt, Jr.
 ETHNIC GROUP*: N/A COUNTY CERTIFIED** N/A
 WORK TO BE PERFORMED: Civil Engineering / Landscape
 DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: Maxx Union, LLC
 ADDRESS: 2289 Maxwell Drive, Atlanta, GA 30311
 EMAIL ADDRESS: maxam@wedospecs.com PHONE: 404.805.5924
 CONTACT PERSON: Robin Maxam
 ETHNIC GROUP*: N/A COUNTY CERTIFIED** N/A
 WORK TO BE PERFORMED: Specifications
 DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: Phillips- Langley & Associates
 ADDRESS: 3585 Lawrenceville Suwanee Road, Suwanee, GA 30024
 EMAIL ADDRESS: mark@phillips-langley.com PHONE: 770.614.0630
 CONTACT PERSON: Mark Phillips
 ETHNIC GROUP*: N/A COUNTY CERTIFIED** N/A
 WORK TO BE PERFORMED: Architectural Hardware Selection
 DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: SLKing & Associates

ADDRESS: 270 Peachtree Street, NW, Suite 1600, Atlanta, GA 30303

EMAIL ADDRESS: esteavens@slking.com PHONE: 404.524.5800

CONTACT PERSON: Erik Steavens

ETHNIC GROUP*: MBE COUNTY CERTIFIED** Fulton

WORK TO BE PERFORMED: MEP Engineering

DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: Palmer Engineering Company

ADDRESS: 3585 Habersham at Northlake Building, Tucker, GA 30084

EMAIL ADDRESS: baku.patel@pecga.com PHONE: 770.908.9908

CONTACT PERSON: Baku Patel

ETHNIC GROUP*: MBE COUNTY CERTIFIED** State of GA

WORK TO BE PERFORMED: Structural Engineering

DOLLAR VALUE OF WORK: \$ TBD PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME:

ADDRESS:

EMAIL ADDRESS: PHONE:

CONTACT PERSON:

ETHNIC GROUP*: COUNTY CERTIFIED**

WORK TO BE PERFORMED:

DOLLAR VALUE OF WORK: \$ PERCENTAGE VALUE: %

SUBCONTRACTOR NAME:

ADDRESS:

EMAIL ADDRESS: PHONE:

CONTACT PERSON:

ETHNIC GROUP*: COUNTY CERTIFIED**

WORK TO BE PERFORMED:

DOLLAR VALUE OF WORK: \$ PERCENTAGE VALUE: %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBF); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)	TBD
---	-----

Total Percentage of Subcontractor Value: (%) TBD

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** President

Business or Corporate Name: Sizemore Group, LLC

Address: 342 Marietta Street, NW, Unit 3, Atlanta, GA 30313

Telephone: (404) 605.0690

Fax Number: (404) 605.0890

Email Address: lilyb@sizemoregroup.com



THIS CERTIFIES THAT

PECGA LLC

dba Palmer Engineering Company

* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541330

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/30/2020

Issued Date

AT01300

Certificate Number

09/30/2021

Expiration Date

A handwritten signature in black ink, appearing to read "Adrienne C. Trimble", is positioned above the printed name.

Adrienne Trimble

A handwritten signature in black ink, appearing to read "Stacey Key", is positioned above the printed name.

Stacey Key, President and CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

State of Georgia UCP Directory

Process Time: Apr-08-2020 03:45:25 PM

Business Name	Vendor Number	Contact	Fax	Phone	Address	Address Line 2	City	State	Zip Code	Email	Certification Type	Certification Entity	NAICS
PALACIO COLLABORATIVE, INC.	2PA130	Mr. MICHAEL PALACIO	(404)529-4400	(404)609-9006	887 WEST MARIETTA ST., NW, STE.S-108		ATLANTA	GA	30318	lbailey@palaciocollaborative.com	Disadvantaged Business Enterprise (DBE)	MAR	54199

Business Name is equal to PALACIO COLLABORATIVE, INC.

[Refresh](#) - [Print](#) - [Export](#)

State of Georgia UCP Directory

Process Time: Aug-20-2018 02:30:41 PM

Business Name	Vendor Number	Contact	Fax	Phone	Address	Address Line 2	City	State	Zip Code	Email	Certification Type	Certification Entity	NAICS
S.L. KING & ASSOCIATES, INC.	2KI450	Mr. STANLEY L. KING	(404)584-1799	(404)524-5800	270 Peachtree Street, NW, Suite 1600	SOUTH TOWER	ATLANTA	GA	30303	slka_marketing@slking.com	Disadvantaged Business Enterprise (DBE)	GDOT	54132, 54133, 54169

Business Name is equal to **S.L. KING & ASSOCIATES, INC.**

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Insurance and Risk Management Provisions

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

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

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

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
4. UMBRELLA LIABILITY	Per Occurrence/Aggregate	\$2,000,000/\$2,000,000
5. PROFESSIONAL LIABILITY	Per Occurrence or Claim/Aggregate -	\$1,000,000/\$2,000,000

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor (s) in this contract with coverage for liability under a contract of professional services. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. IF coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full Extended Reporting Period (ERP) coverage.

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 (11/85) version), its' equivalent or on a blanket basis.

In order to make sure that the County and Contractor are provided with protection and to verify the availability of insurance the Additional Insured Box must be marked "Y" for Commercial General Liability, Automobile Liability and Umbrella and the Subrogation Waiver Box must be marked "Y" for Workers Compensation and Employer's Liability.

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

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

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

Such certificates and notices shall be sent to:

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.

Effective 03/31/2020dp

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Suite 1168
Atlanta, GA 30303-3459

Important:

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

USE OF PREMISES

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


PROTECTION OF PROPERTY

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

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

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

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

COMPANY: Sizemore Group, LLC SIGNATURE: 

NAME: Lily Berrios TITLE: President

DATE: August 27, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2020

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

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

PRODUCER Relation Insurance, Inc. 5825 Medlock Bridge Parkway Johns Creek GA 30022	CONTACT NAME: Kim Langley PHONE (A/C, No, Ext): (678) 740-0241 FAX (A/C, No): (678) 740-0241 E-MAIL ADDRESS: kim.langley@relationinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED Sizemore Group, LLC. 342 Marietta St NW Apt 3 Suites 2 & 3 Atlanta GA 30313	INSURER A: Sentinel Insurance Company, Ltd. NAIC # 11000 INSURER B: Hartford Casualty Insurance Company 29424 INSURER C: Continental Casualty Company 20443 INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2020-2021 COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20SBAAG4495	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			20SBAAG4495	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			20SBAAG4495	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WECAH4939	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH008234253	11/01/2019	11/01/2020	Per Claim Limit: \$3,000,000 Aggregate Limit: \$3,000,000 Deductible: \$26,250

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

Business Personal Property coverage is provided under policy no. 20SBAAG4495 effective 1/1/2020-2021 written through Sentinel Ins. Co. with a limit of \$333,300 and a \$250 deductible. The coverage is special cause of loss including theft subject to normal policy exclusions.

RELATED TO RFP #: 20RFP124887K-BKJ
 Standby Professional Services for Facilities
 Planning, Design, Engineering and Assessments
 - Architectural & Engineering Services

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance
 For Informational Purposes Onl

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim Langley

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EXHIBIT H

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Deliverables may be requested at 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with each task order that is issued. All applicable Federal, State laws; and County ordinances, codes, rules and regulations of all authorities having jurisdiction over the construction of the project shall be followed.

The Prosper shall utilize CADD; object based drawing formats for the preparation of drawings. This format will be used for architectural and engineering disciplines.

Drawings for each task order/scope of work, shall be printed on 30 inch x 42 inch paper drawing sheets for full size documents, to an appropriate scale. Additionally, drawings must be transmitted electronically in PDF file format when requested by the County. Specifications and reports required in each task order/scope of work shall be 8 1/2" inches X 11 inches except as indicated otherwise and must be transmitted in PDF file format when requested by the County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2021

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

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

PRODUCER Relation Insurance, Inc. 5825 Medlock Bridge Parkway Johns Creek GA 30022	CONTACT NAME: Kim Langley PHONE (A/C, No, Ext): (678) 740-0241 FAX (A/C, No): (678) 740-0241 E-MAIL ADDRESS: kim.langley@relationinsurance.com																					
INSURED Sizemore Group, LLC. 342 Marietta St NW Apt 3 Suites 2 & 3 Atlanta GA 30313	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Sentinel Insurance Company, Ltd.</td><td>11000</td></tr> <tr> <td>INSURER B:</td><td>Utica National Insurance Co. of Ohio</td><td>13998</td></tr> <tr> <td>INSURER C:</td><td>Continental Casualty Company</td><td>20443</td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company, Ltd.	11000	INSURER B:	Utica National Insurance Co. of Ohio	13998	INSURER C:	Continental Casualty Company	20443	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 2021-2022 COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20SBAAG4495	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			20SBAAG4495	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			20SBAAG4495	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5401136	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			AEH008234253	11/01/2020	11/01/2021	Per Claim Limit:	\$3,000,000
							Aggregate Limit:	\$4,000,000
							Deductible:	\$26,250

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

Business Personal Property coverage is provided under policy no. 20SBAAG4495 effective 1/1/2021-2022 written through Sentinel Ins. Co. with a limit of \$348,300 and a \$250 deductible. The coverage is special cause of loss including theft subject to normal policy exclusions. Fulton County Government, its officials, officers and employees are added as an additional insured with waiver of subrogation and 30 day notice of cancellation under the general liability, auto liability and umbrella as required by written contract. Waiver of subrogation and 30 day notice of cancellation apply for Fulton County Government, its officials, officers and employees as required by written contract. The insured's policies are primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government. Attn: Purchasing Dept. 130 Peachtree Street, SW Suite 1168 Atlanta GA 30303-3459	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Kim Langley</i></p>
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CONTRACT DOCUMENTS FOR

20RFP124887K-BKJ (B)

**STANDBY PROFESSIONAL SERVICES FOR
FACILITIES RELATED PLANNING, DESIGN,
ENGINEERING AND ASSESSMENTS -
ARCHITECTURAL & ENGINEERING SERVICES**

For

**DEPARTMENT OF REAL ESTATE AND
ASSET MANAGEMENT**

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ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
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ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
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ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
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EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT H:	<u>PROJECT DELIVERABLES</u>

CONTRACT AGREEMENT

Contractor: **Williams-Russell and Johnson, Inc.**

Contract No.: **20RFP124887K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural & Engineering Services**

Address: **260 Peachtree Street, NW**
City, State **Suite 2600**
Atlanta, GA 30303

Telephone: **770-310-7750**

Email: fdean@wrjinc.com

Contact: **Franklin C. Dean, RA**
Project Manager

This Agreement made and entered into effective the 15th day of April, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **WILLIAMS-RUSSELL AND JOHNSON, INC.** hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced vendor to provide Standby Professional Services for Architectural and Engineering Services in support of the Department of Real Estate and Asset Management (DREAM) on an "as needed-task assignment" basis for professional services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS**

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **March 3, 2021, BOC Item # 21-0165.**

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments -

Architectural & Engineering Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

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

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to

the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

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

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this

warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
141 Pryor Street, S.W., suite 6001
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: Joseph.Davis@fultoncountyga.gov
Attention: Joseph Davis, Director

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Williams-Russell and Johnson, Inc.
260 Peachtree Street, NW
Suite 2600
Atlanta, GA 30303
Telephone: 770-310-7750
Email: fdean@wrjinc.com
Attention: Franklin Dean, RA

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or

computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its

receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

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

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

**WILLIAMS-RUSSELL AND
JOHNSON, INC.**

DocuSigned by:

Charles E. Johnson, Sr.

Charles E. Johnson Sr.
President and CEO

ATTEST:

Please select Attest or Notary from checkbox

Attest

x

Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

DocuSigned by:

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and Asset
Management

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Jacqueline Rainey

Notary Public

County: DeKalb

Commission Expires: Aug 7, 2024

DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

X

RM

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2021-0165B RM: 3/3/2021
REGULAR MEETING

Insurance Certificate to be attached



ADDENDA



Date: August 10, 2020

Project Number: 20RFP124887K-BKJ

Project Title: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

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

ADDENDUM NO. 1& 2

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1&2, 11th day of August, 2020.

Williams-Russell and Johnson, Inc.

Legal Name of Bidder/Proposer

A handwritten signature in dark ink is written over a horizontal line. The signature appears to be "J. J. Johnson" or similar, written in a cursive style.

Signature of Authorized Representative

Executive Vice President and COO

Title



Date: August 17, 2020

Project Number: 20RFP124887K-BKJ

Project Title: *Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services*

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

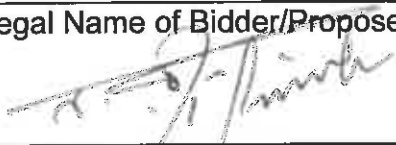
ADDENDUM NO. 3

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.3, 17th day of August, 2020.

Williams-Russell and Johnson, Inc.

Legal Name of Bidder/Proposer



Signature of Authorized Representative

Executive Vice President and COO

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

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

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the various and diverse technical, professional, architectural and engineering planning projects, and related projects for the County on an as needed basis. Whenever services are requested by the County the Successful Proposer(s) will submit a written proposal for the specific project based on the scope of services requested by the County. The County may accept or reject the proposal, or decline such services when it is in the best interest of the County to do so. If the Successful Proposer(s)'s proposal is accepted, the County may issue a Work Authorization and Notice to Proceed that specifies the "not-to-exceed" dollar amount of the Work Authorization (WA) with the begin and completion date. After having received the Notice to Proceed (NTP), including a written approval of the scope of services and estimate of fees for a specific project, the Successful Proposer(s) shall provide the services required for the specific project in accordance with the contract and scope of service. The County may rescind a NTP or WA at any time at the County's convenience if it is in the best interest of Fulton County. When a Notice to Proceed is rescinded, the County will pay the Successful Proposer(s) for any authorized work that has been satisfactorily performed up to, and through the date of cancellation. In the event of cancellation, the Successful Proposer(s) will not be entitled to any additional compensation for unauthorized work or anticipated lost profits due to such cancellation. All work products for which compensation is received by the Successful Proposer(s) from the County shall be submitted to the County. Further, all authorized work shall be submitted to the County before final payment is approved by the County.

It is understood and agreed by the Successful Proposer(s) that services performed under the Scope of Services as stated in this RFP shall include, but not be limited to those services described below and to the extent desired by Fulton County. Basic Services shall include the provision of various professional services as hereinafter stated that include civil, mechanical, electrical, architectural, geotechnical and structural engineering, contract administration, prequalification, bidding, and construction inspection services incidental thereto. Services also include preparation of engineering studies, modeling process and hydraulics, and assistance with regulatory requirements, citizen participation involvement, predesign and pre-construction support and partnering. The County may request all, some, any combination of or none of the services identified in this Scope of Services. When the County desires any services contemplated under this RFP, the County will contact the Successful Proposer(s) and request a written proposal, estimate of costs and preliminary schedule for the work to be performed on each specific project based on the Scope of Services desired by the County.

A. ENGINEERING STUDIES

Certain projects may be assigned to the Successful Proposer(s) that requires the only deliverable to be technical memorandums and/or a final report. Such projects will usually be for planning purposes or consist of an environmental study. These projects will not require additional design, bid and construction services as outlined elsewhere in this document. Engineering studies will require the use of engineering and scientific specialists proficient in the subject area of the project. These specialists will be considered local for billing purposes with no reimbursement for travel and lodging expenses. The Successful Proposer(s) will be required to maintain a project schedule

and budget for each engineering study assigned. A minimum of two (2) weeks shall be provided in the project schedule for County review of each deliverable unless otherwise directed by the County.

Services may include, but not be limited to the following:

- a. A kick-off meeting;
- b. Progress meetings as determined by the county;
- c. Information gathering;
- d. Preparation of draft technical memorandums on specific subject areas of the project;
- e. Review meetings and coordination of review comments;
- f. Preparation of the final report; and
- g. Presentation of the results at private and public forums when requested and directed by the County.

B. CONSULTATIVE, ADVISORY, INVESTIGATIVE AND PRE-DESIGN SERVICES

The Successful Proposer(s) may be requested to provide various services including, but not limited to, the following:

- a. Expert testimony;
- b. Utility rate structure and tariff studies;
- c. Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- d. Feasibility studies on proposed projects, including studies of clients' needs, analysis of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
- e. Development of preliminary design reports, including outline specifications, preliminary cost estimates; and
- f. Schematic design and design development for building projects.

C. PRE-DESIGN AND PRE-CONSTRUCTION ACTIVITIES

The Successful Proposer(s) may be requested by the County form various Land Acquisition functions and to provide scheduling and coordination on all Pre-Design and Pre-Construction activities including, but not limited to the following:

- a. Land Acquisition:
 1. Title research and survey;
 2. Appraisals, legal descriptions and plats.
- b. Scheduling and Coordination
 1. Site disturbance and building permits;
 2. Geotechnical, archeological and environmental permits and surveys;
 3. Storm water and NPDES permits;
 4. EPNEPD; Corps of Engineers, Georgia DOT, railroad or other permitting agencies; and
 5. Easement documentation, negotiation and support of "on time" acquisition.

D. PARTNERING

The Successful Proposer(s) will be required to support partnering requirements of this RFP and any other related contracts. The Successful Proposer(s) will be responsible for, but not limited to the following:

- a. Partnering scheduling and reports;
- b. Providing e-mail meeting notices and meeting minutes;
- c. Tracking Partnering Goal Measurements;
- d. Distributing Project Report Cards and compiling results; and
- e. Coordinating meetings and other sessions.

E. PROJECT MANAGEMENT SERVICES

The Successful Proposer(s) may be required to provide Project Management Services including, but not limited to the following:

- a. Meeting the County requirements related to the project intent, quality, schedule and budget;
- b. Selecting consultants;
- c. Performing conceptual studies including economic feasibility;
- d. Planning, scheduling, monitoring, controlling, estimating, budgeting and cash control for specific projects;
- e. Engineering and design;
- f. Procurement;
- g. Risk management;
- h. Construction management;
- i. Commissioning testing and start-up of new facilities;
- j. Quality assurance;
- k. Project closeout;
- l. Maintaining a document tracking and control system through the duration of the project; and
- m. **LEED** certification.

F. DETAILED DESIGN SERVICES

The successful Proposer(s) may be requested to perform Detailed Design Services (utilizing Fulton County's Standard Specifications and Details where applicable) based on previously established project requirements. These services may include, but not be limited to the following:

- a. Development and preparation of detailed calculations, engineering designs, drawings, cost estimates, technical specifications, and special conditions for use with the county standard contract documents;
- b. Resolving detailed problems;
- c. Developing specifications and selecting equipment;
- d. Coordinating engineers and/or other design service groups;
- e. Preparing, or collaborating with others responsible for preparing, estimates of the cost of the work;
- f. Providing assistance and advice to the county in bid evaluation and contract award immediately preceding construction;
- g. Developing additional standards for use in the project and for separate submittal

- to the County for incorporation into the County's standard specifications and details in the absence of such; and
- h. Maintaining a document tracking and control system.

G. CONTRACT ADMINISTRATION AND GENERAL REVIEW DURING CONSTRUCTION

The successful Proposer(s) may be requested to provide these services to assist the County in construction administration and engineering review following award of the contract and during construction of a specific project. These services may include, but not be limited to the following:

- a. Providing advice on the interpretation of contract documents to the County;
- b. Issuing supplementary details and instructions as required;
- c. Reviewing shop drawings for general compliance with design requirements and contract documents;
- d. Reviewing contractor's progress claims, including the validity of additions or deletions;
- e. Reviewing progress certificates and change orders for the client's acceptance;
- f. Making periodic site visits to assess progress generally and conformity of the of the work contract documents;
- g. Reporting to the County on the progress of construction;
- h. Arranging for, and attending, regular site meetings;
- i. Carrying out final review;
- j. Participating in the testing and start-up at the conclusion of the construction contract;
- k. Issuing a substantial performance and/or completion certificate to the County;
- l. Ensuring that the contractor's as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project; and
- m. Maintaining the document tracking and control system.

H. CONSTRUCTION MANAGEMENT SERVICES

The successful Proposer(s) may be requested to provide Construction Management Services that may include, but not be limited to the following:

- a. Contract strategy, administration and expediting;
- b. Construction logistics, planning, scheduling and personnel forecasts;
- c. Field office management;
- d. Construction facilities and equipment provisions;
- e. Progress monitoring, trending and reporting;
- f. Cost performance monitoring;
- g. Trending and claims processing;
- h. Safety program compliance; and
- i. Maintaining the document control and tracking system as required.

I. ADDITIONAL SERVICES

The County may request additional services from the A and E other than those specifically detailed in this RFP as "basic/services" and these requests will vary

according to the County needs any given time. These service requests may include, but are not limited to the following:

- a. Extended commissioning and start-up assistance for equipment or facilities;
- b. Preparing plant specific operating and maintenance manuals;
- c. Determining deficiencies during the warranty period;
- d. Preparing the final acceptance document at the end of the warranty period;
- e. Assisting with facility management and/or operations after commissioning and start-up;
- f. Providing assistance in as-built drawing verification;
- g. Facility requirements and utilization studies;
- h. Feasibility studies for new, renovation and alteration projects;
- i. Preparation of program documents;
- j. Preparation of schematic, preliminary, design development, contract documents, and specifications;
- k. Studies and audits for compliance with federal, state and local regulations;
- l. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural and civil engineering;
- m. Additional services which may be required or requested;
- n. Master Planning, building systems surveys;
- o. Facility programming;
- p. Construction administration;
- q. Development of design documents for the Fast Track Construction Project System (Job Order Contract); and
- r. Provide cost estimates.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

ARCHITECTURAL SERVICES

Position	Total Rate w/ OH&P
Principals, Licensed	\$ 203.21
Project Manager, Licensed	\$ 169.57
Project Architect, Licensed	\$ 144.09
Project Architect, Non-Licensed	\$ 104.45
Interior Designer	\$ 108.56
Intern Architect	\$ 81.43
Draftsman/CADD	\$ 85.93
Specification Writer	\$ 141.29
Cost Estimator	\$ 155.28
Administrative /Clerical	\$ 75.79

CIVIL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 202.65
Project Engineer, Registered	\$ 159.99
Project Engineer, E.I.T.	\$ 118.45
Designer	\$ 102.11
Draftsman/CADD	\$ 107.27
Administrative/Clerical	\$ 65.79

STRUCTURAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 217.20
Project Engineer, Registered	\$ 166.60
Project Engineer, E.I.T.	\$ 115.73
Designer	\$ 100.98
Draftsman/CADD	\$ 92.21
Administrative/Clerical	\$ 75.54

MECHANICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 164.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

ELECTRICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 196.55
Project Engineer, Registered	\$ 170.47
Project Engineer, E.I.T.	\$ 115.91
Designer	\$ 95.97
Draftsman/CADD	\$ 85.71
Administrative/Clerical	\$ 70.89

PLUMBING AND FIRE PROTECTION ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 161.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

EXHIBIT E

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Williams-Russell and Johnson, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

393799

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)
Williams-Russell and Johnson, Inc.

VP Information Technology & Business Development
Title of Authorized Officer or Agent of Contractor

Charles E. Johnson, II

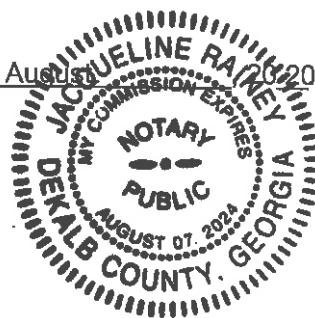
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 17th day of August, 2020

Notary Public: Jacqueline Rainey

County: Fulton

Commission Expires: August 7, 2024



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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] William Russell and Johnson Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

122329
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Principal, Cooper Carry
Title of Authorized Officer or Agent of Subcontractor

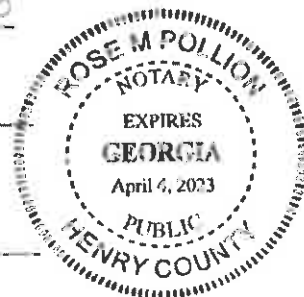
Sean McLendon, AIA
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 24th day of August, 2020

[Signature]
(Notary Public) (Seal)

Commission Expires: April 1, 2023
(Date)



¹O.C.G.A. § 13-10-90(b), as amended by Senate Bill 189, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFO, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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

20RFP124887K-BKJ

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Williams-Russell and Johnson, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1577578

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Subcontractor Name) GWP Properties LLC
Broker

Title of Authorized Officer or Agent of Subcontractor

Al Dotson

Printed Name of Authorized Officer or Agent

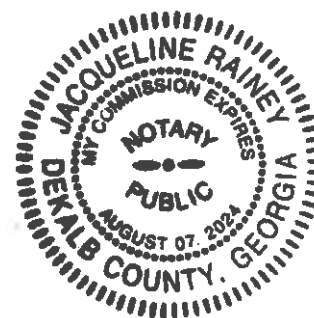
Sworn to and subscribed before me,

This 18th day of August, 2020

Jacqueline Rainey
(Notary Public)

(Seal)

Commission Expires: August 7, 2024
(Date)



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

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

20RFP124887K-BKJ

**Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services**

Page 5

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Williams, Russell, and Johnson behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

134749

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer of Agent Hammond & Associates, Inc (dba Hammond Engineering)
(Insert Subcontractor Name)

Vice President

Title of Authorized Officer or Agent of Subcontractor

Nathan Hammond

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 18 day of August, 2020

[Signature]
(Notary Public)

(Seal)

Commission Expires: 03/20/2022

(Date)

Cynthia Ruth Hardie
Notary Public, Forsyth County, Georgia
My Comm. Expires 03/20/2022

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 168, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., IFB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$249,999, except for those individuals licensed pursuant to title 36 or Title 43 or by the State Bar of Georgia and so in good standing when such contract is for services to be rendered by such individual.

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] WILLIAM RUSSELL AND JOHNSON INC behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1328244
EEV/Basic Pilot Program* User Identification Number

DEREK VANOVER GADL 058511096
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

PRESIDENT - LANDRAFT LLC
Title of Authorized Officer or Agent of Subcontractor

DEREK VANOVER
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 19th day of August, 2020

Trevor Kerr
(Notary Public) (Seal)

Commission Expires: 5/06/24
(Date)



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Williams-Russell and Johnson, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

615569

November 7, 2012

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent

(Insert Subcontractor Name) SMART BUILDING SYSTEMS, INC.

President

Title of Authorized Officer or Agent of Subcontractor

Christopher Richard, PhD, PE, CxA, CEM, LEED AP

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

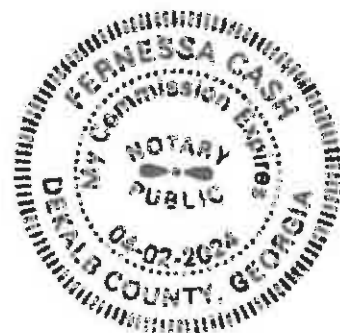
This 7th day of August, 2020

(Notary Public)

(Seal)

Commission Expires: April 2, 2024

(Date)



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

Page 5

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** WRJ Incorporated behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

95046
EEV/Basic Pilot Program* User Identification Number

Barry Coates Barry Coates
BY: Authorized Officer of Agent
(Insert Subcontractor Name) Southface

Chief Officer, Finance and Operations
Title of Authorized Officer or Agent of Subcontractor

Barry Coates
Printed Name of Authorized Officer or Agent

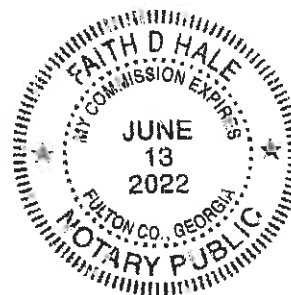
Sworn to and subscribed before me,

This 14 day of August, 2020

Faith Hale
(Notary Public)

(Seal)

Commission Expires: 04/13/2022
(Date)



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Williams-Russell and Johnson, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

360231

EEV/Basic Pilot Program* User Identification Number

Stanley, Love-Stanley, P.C.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Vice-President

Title of Authorized Officer or Agent of Subcontractor

William J. Stanley III, FAIA

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 18th day of AUGUST, 2020

Ivanue Lovestanley
(Notary Public)

(Seal) **Ivanue Lovestanley
Notary Public
Fulton County, Georgia
My Comm. Expires 05/15/2021**

Commission Expires: 05/15/2021
(Date)

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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

Page 5

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Williams-Russell and Johnson, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

329309

EEV/Basic Pilot Program* User Identification Number

S. A. Williams, Inc.

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Solomon A. Williams

Printed Name of Authorized Officer or Agent

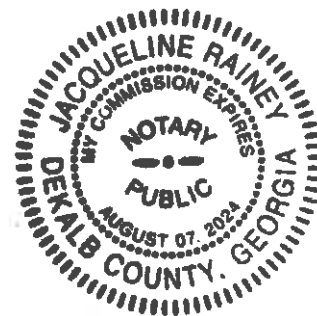
Sworn to and subscribed before me,

This 18th day of August, 2020

Jacqueline Rainey
(Notary Public)

(Seal)

Commission Expires: August 7, 2024
(Date)



O.C.G.A. § 13-10-91 (4), as amended by Senate Bill 100, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Charles E. Johnson, Sr., President & CEO - 86% Ownership / A founder of WRJ, his position is to oversee the day-to-day operations of the entire firm and to lend his experience and/or expertise where necessary, contract review/signature.

Soji Tinubu, Executive Vice President & COO - 0% Ownership / In charge of the firm's disciplines and adherence to contract laws, RFP response, monitoring project(s) assignments, contract review/signature.

Williams-Russell and Johnson, Inc. 260 Peachtree St. NW, Suite 2600, Atlanta, GA 30303

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Williams-Russell and Johnson, Inc. (WRJ) develops its business through sales of its architectural and engineering program and construction management (agency) services to municipal, commercial federal and private clients. Over the last five years the company has concentrated its efforts on its primary market. WRJ continues to adapt to the changing marketplace and is committed to excellent A/E services, and mentorship in the professional arena of engineering.

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

No WRJ employee, agent or representative of our firm is directly or indirectly involved in the subject project has or had within the last five (5) years directly or indirectly had a business relationship with Fulton County, directly or indirectly received revenues from Fulton County or directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 17th day of August, 2020


Williams-Russell and Johnson, Inc. 08/17/20
(Legal Name of Proponent) (Date)

 08/17/20
(Signature of Authorized Representative) (Date)

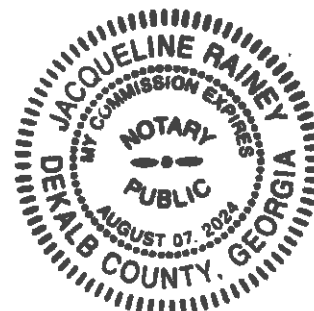
Executive Vice President & COO
(Title)

Sworn to and subscribed before me,

This 17th day of August, 2020

 (Seal)
(Notary Public)

Commission Expires August 7, 2024
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Al Edwards - Managing Director
 Diometra Aldridge - Director of Corporate Management
 Cliff Lambert - Operations Director
 Frank Lazaro - Client Services Director

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Since 1995, and as recent as within the last 5 years CERM has provided customized solutions to its energy, environmental, facilities, federal, transportation and water resource clients throughout the Southeastern United States. We are vested in helping our clients protect their interests through an interdisciplinary approach involving the management, design, engineering, and construction of their projects. We offer a collaborative approach to address our client's specific environmental, engineering and construction needs while supporting workforce and economic development. For example, we apply our experience in surveying to improve transportation in urban settings while utilizing our remediation experience to make schools safer for teachers and their students. CERM is staffed by a specialized team of full-time technical services and project management professionals including civil engineers, environmental scientists and surveyors possessing vast experience in managing and supporting construction, engineering, and environmental programs. Our company-wide services encompass six essential areas: Program Management, Environmental Management, Engineering and Testing, Construction Management, Remediation and Contracting, and Surveying and Mapping. Partnering with our clients, helps us commit to delivering first class service. Through our partnerships we're dedicated to serving the community that surrounds us. We have a proven track record you can trust, and we welcome the opportunity to deliver value in addressing your next project.

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

Not Applicable

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 25TH day of AUGUST, 2020

C.E.P.M.
(Legal Name of Proponent) (Date)

Ant M. SLP 8/25/20
(Signature of Authorized Representative) (Date)

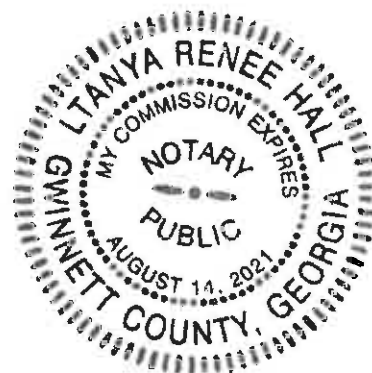
MANAGING DIRECTOR
(Title)

Sworn to and subscribed before me,

This 25th day of AUGUST, 2020

Tanya Renee Hall
(Notary Public) (Seal)

Commission Expires 8/14/21
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Please find our response on the following page.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Cooper Carry, Inc. is a Georgia corporation formed in 1960. We have a conservative, sixty-year financial management strategy that continues to serve the firm well. We match revenue projections with expense projections on an ongoing, monthly basis. Our policy is to build appropriate retained earnings during economic expansions in order to have adequate reserves during contractions. As a result, we have the ability to weather difficult economic conditions without adding long-term debt. The firm commits itself, for the duration required, to complete our professional services for your project.

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

No such relationship exists for each of the three items.

NAMES & BUSINESS ADDRESSES OF FIRM'S OFFICERS & PRINCIPALS

ATLANTA OFFICE - Headquarters
191 Peachtree Street NE
Suite 2400
Atlanta, Georgia 30303

NEW YORK CITY OFFICE
75 Broad Street
Suite 2210
New York, New York 10004

WASHINGTON, DC REGION OFFICE
625 North Washington Street
Suite 200
Alexandria, Virginia 22314

Jerome M. Cooper, FAIA, LEED AP,
Chairman of the Board

Alexandra Lopatynsky, AIA

Brent M. Amos, AIA, LEED AP, Secretary
& Treasurer

Kevin R. Cantley, AIA, President & CEO

Stephen M. Smith, AIA, Assistant
Secretary

Roger L. Miller, AIA, Vice President

Andrea M. Schaub, AIA

Sherry M. Wilson, Vice President,
Finance

Robert F. Uhrin, AIA

Mark G. Kill, AIA, LEED AP, Chief
Operating Officer & Assistant Secretary

E. Pope Bullock, AIA

A. Brian Campa, AIA, LEED AP

Angelo A. Carusi, AIA, LEED AP

Manny Dominguez, AIA, LEED AP

C. Timothy Fish, AIA, LEED AP

William R. Halter, AIA, LEED AP

Mark D. Jensen, AIA, LEED AP

Robert A. Just, AIA, LEED AP

David W. Kitchens, AIA

M. Sean McLendon, AIA

Gregory A. Miller, AIA

C. Robert Neal, AIA

Brian M. Parker, AIA, LEED AP

Kyle Reis, AICP, LEED AP

Keith A. Simmel, AIA, LEED AP

Anita M. Summers, AIA

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 24 day of August, 2020

Sean McLendon, AIA August 24, 2020
(Legal Name of Proponent) (Date)

 August 24, 2020
(Signature of Authorized Representative) (Date)

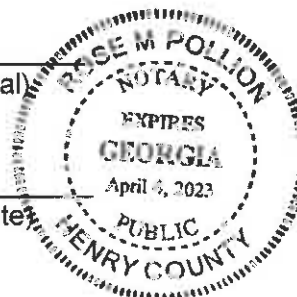
Principal, Cooper Carry
(Title)

Sworn to and subscribed before me,

This 24th day of August, 2020


(Notary Public) (Seal)

Commission Expires April 4, 2023
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Al Dotson
213 High Falls Road
Jackson, GA 30233

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Real Estate brokerage, property management and project management

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

Al Dotson is a former employee of Williams-Russell and Johnson, Inc.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One:

YES

☒ NO

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

Circle One:

YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 18th day of August, 20 20

GWP Properties LLC 08/18/2020
(Legal Name of Proponent) (Date)

Alfreda Holt 08/18/2020
(Signature of Authorized Representative) (Date)

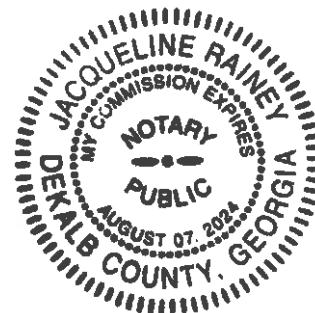
Broker
(Title)

Sworn to and subscribed before me,

This 18th day of August, 20 20

Jacqueline Rainey (Seal)
(Notary Public)

Commission Expires 08/18/2020
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

- a. Nathan Hammond – Vice President
6961 Peachtree Industrial Boulevard, Suite 208
Norcross GS, 30092
- b. Eric Hammond, PE President
6961 Peachtree Industrial Boulevard, Suite 208
Norcross, GA 30092

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Over the past five years Hammond & Associates, Inc. dba Hammond Engineering, Inc. have incorporated a number of strategies in order to increase business development and ultimately grow the firm. One such strategy is to hire a Marketing Personnel whose responsibility is to constantly seek new projects to team with other firms or as an Prime contractor to pursue new projects in the areas of Mechanical, Electrical, Plumbing and Fire Protection services. We have also hired additional professional engineering personnel to meet the growth demand.

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

Not Applicable

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 18th day of August, 2020

Nathan Hammond 08/18/2020
(Legal Name of Proponent) (Date)

[Signature] 08/18/2020
(Signature of Authorized Representative) (Date)

Vice-President
(Title)

Sworn to and subscribed before me,

This 18 day of August, 2020

[Signature]
(Notary Public) (Seal)

Commission Expires 03/20/2022
(Date)

Cynthia Ruth Hardie
Notary Public, Forsyth County, Georgia
My Comm. Expires 03/20/2022

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

DEREK VANOVER
OWNER / OPERATOR
LANDRAFT LLC
1419 ANDOVER CT.
EVANS, GA 30809

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

ACTIVE ROLE AS PRESIDENT OF COMPANY
HANDLING ALL DESIGN SERVICES

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

WILL CURRENTLY WORK DIRECTLY WITH
WILLIAM-RUSSELL AND JOHNSON INC. ON ANY
AND ALL PJTS.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 26 day of August, 2020

DEREK VANOVER 8/26/2020
(Legal Name of Proponent) (Date)

[Signature] 8/26/2020
(Signature of Authorized Representative) (Date)

PRESIDENT
(Title)

Sworn to and subscribed before me,

This 26 day of August, 2020

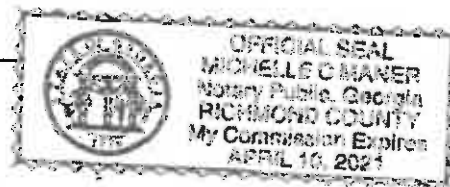
Michelle C. Maner
(Notary Public)

(Seal)

Commission Expires

April 10, 2021

(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Christopher Richard servers as the firm's sole officer and director

Christopher Richard, CEO, CFO & Secretary
Smart Building Systems, Inc.
1456 McLendon Dr, Suite C
Decatur, GA 30033

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

During the five past years, Smart Building Systems, has continued to grow and develop as a consulting MEP firm. In this period, the firm has completed numerous engineering projects across varied building type for both the public and private. Since 2015, the firm's revenue has grown by nearly 400%.

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

No employee, agent or representative of Smart Building Systems, has (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

Smart Building Systems, as a company, was a subconsultant to Williams-Russell & Johnson in 2019 and provided MEP engineering for Fulton County South Service

20RFP124887K-BKJ

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One:

☒ YES

NO

20RFP124887K-BKJ

LITIGATION DISCLOSURE SUPPLEMENT:

August 6, 2020

Smart Building Systems, Inc. answers in the affirmative to question #4:

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

In March of 2018, Smart Building Systems, Inc. filed a claim against D&N Electric and Philadelphia Indemnity Insurance Company, D&N's surety, for nonpayment for services rendered. This matter was settled prior to adjudication and the case is closed as of June 2019. This case was filed in the Fulton County Superior Court. Case #: 2018CV303074

In March of 2019 Smart Building Systems, Inc. filed a claim against Williams-Russell and Johnson for nonpayment for services rendered. This matter was settled prior to adjudication and the case is closed as of April 2019. This case was filed in the Fulton County Magistrate Court. Case #: 19MS117115

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

Circle One:

YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-
Architectural & Engineering Services

Page 6

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

On this 7th day of August, 2020

Smart Building Systems, Inc.

(Legal Name of Proponent)

(Date)



(Signature of Authorized Representative)

(Date)

President

(Title)

Sworn to and subscribed before me,

This 7th day of August, 2020

Fernessa Cash

(Notary Public)

(Seal)

Commission Expires April 2, 2024

(Date)



20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-
Architectural & Engineering Services

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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Please see attached list of Officers and Directors

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Please see attached description of Offeror's business

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

NA

Southface 2020 Board of Directors



CHRIS BOYLE

Board Chair

Associate Vice President, Financial
Planning and Analysis
Cox Automotive, Inc.



TYRONE RACHAL

Board Vice Chair

Principal
Red Rock Global Capital Partners



MAKARA RUMLEY

Board Secretary

Principal
Hummingbird



NEIL DESAI

Board Treasurer

Senior Quantitative Specialist
Federal Reserve Bank of Atlanta



LIZ YORK

Federal Liaison to the Board

Associate Director for Quality and
Sustainability and Chief
Sustainability Officer
Center for Disease Control and
Prevention



GEORGE BUCHANAN

Founder & CEO

2ND Energy Services



KEITH DOUGLAS

Executive Vice President

The Whiting-Turner Contracting
Company, Inc.



BARRY GOLDMAN

Senior Vice President & General

Counsel
Acuity Brands Lighting, Inc.



JOHN HINTON

Shareholder

Baker Donelson



JOHN LANIER

Executive Director

Ray C. Anderson Foundation



LAURA MARLOW

Vice President of Strategic

Partnerships
ConstructConnect



PAULA MCEVOY

Co-director

Perkins + Will

Southface 2020 Board of Directors



DAVE RADLMANN

CEO

Urban Eco Group



WILL SELLERS

Executive Director

Wholesome Wave Georgia



NIKKI WALKER

Franchise Leader, Innovation

The Coca-Cola Company

Southface Board of Directors - Bios

Chris Boyle, AVP, Financial Planning & Analysis, Cox Automotive

Chris has been with Cox Enterprises since 2002. His first ten years with Cox Communications were spent in Financial Planning and Analysis, Mergers and Acquisitions, Strategy, and Product Development Finance. Chris was also one of the founding members of Cox Conserves in 2007 and has been an active member ever since, including at Cox Automotive, where he transferred in 2013. Chris received his BA from the University of Notre Dame and MBA from the University of Texas.

George Buchanan, Founder & CEO, 2KB Energy Services

George has been working in the energy efficiency field for over 20 years and has been directly involved with over \$200M of energy and environmental solutions projects in the built environment. As the Founder and CEO of 2KB Energy Services, an energy management and sustainability consulting firm, he has had direct responsibility for coordinating and supporting diverse teams to ensure project results at all levels. He is active in the energy services community, serving as the private sector co-chair for the Energy Services Coalition-Georgia Chapter. George holds a Bachelor of Science in Electrical Engineering from Florida A&M University and an MBA from Georgia State University.

Neil Desai, Senior Quantitative Specialist, Federal Reserve Bank of Atlanta

Neil joined the Federal Reserve Bank of Atlanta in April 2011 as an Economic Research Analyst in the Research Department. His research projects were primarily focused on mortgage lending and understanding what went wrong leading up to the financial crisis, but he also kept pace with developments in labor markets. After doing that for three years, Neil moved to S&R to fill a growing need for quantitative specialists in the Federal Reserve's Stress-Testing program. Prior to joining the Federal Reserve Bank of Atlanta, Neil completed his master's degree in Applied Economics at the University of North Carolina at Greensboro. His focus was on econometrics and analytical techniques used in banking for risk management purposes.

Southface 2020 Board of Directors

Keith Douglas, Executive Vice President, The Whiting-Turner Contracting Company, Inc.

Keith has been with Whiting-Turner since 1983 when he graduated from the University of Virginia with a degree in Civil Engineering. Keith resides in Atlanta where he oversees the company's operations of the company's fifteen offices in the southeast. Whiting-Turner is a 111-year old employee-owned firm and is one of the five largest commercial builders in the United States. Keith has been very active in several trade associations over his 37-year career including AIA, CMAA, SCUP, AURP, and APPA. He currently serves on the Board of Directors at COAA (Construction Owners Association of America).

Barry Goldman, Senior Vice President, General Counsel, Acuity Brands Lighting

Barry is responsible for overseeing mergers and acquisitions, real estate transactions, environmental health and safety compliance, regulatory issues, litigation, international transactions, and other matters. As a member of the company's leadership team, he is also involved in strategic planning and strategy deployment and has led the company's sustainability initiatives. Barry graduated with Special Honors from the University of Texas at Austin, concentrating in Philosophy and English. He received his JD and MBA joint degree from the School of Law and Graduate School of Business of the University of Georgia, where he also was selected to serve on the Editorial Board of the Georgia Law Review.

John Hinton, Baker Donelson

John specializes in commercial litigation and works a broad range of disputes that businesses commonly encounter, such as contract disputes with customers and vendors, claims that a business has committed fraud or other business torts, disputes among owners of a business and insurance coverage disputes. John received his law degree from the University of Georgia and his bachelor's degree from Georgia Institute of Technology. He is listed in *Best Lawyers in America*® in Construction Litigation, 2015 – 2017 and is a member of the Atlanta Bar Association and Lawyers Club of Atlanta, among others.

John Lanier, Executive Director, Ray C. Anderson Foundation

Prior to the Ray C. Anderson Foundation, John was an Associate Attorney with the Atlanta office of Sutherland, Asbill and Brennan, LLP, specializing in U.S. Federal taxation. During his time with Sutherland, Lanier represented the interests of various Atlanta-based nonprofits, including the Ray C. Anderson Foundation. He has experience with nonprofit formations, compliance and applications for recognition of tax-exempt status. John is an active member in the Marist School Alumni Association, serving as Vice President for Service and Spirituality. John earned his Juris Doctor degree from the University of Virginia School of Law and holds bachelor's degrees in history and economics from the University of Virginia.

Laura Marlow, Independent Consultant

Laura Marlow is the former VP of Strategic Partnerships at ConstructConnect, a design/construction data provider. She was responsible for managing relationships with the AIA, AGC, USGBC and other industry partners and led the company's corporate sustainability strategy. Additionally, she is the Executive Director of AEC Cares, a non-profit that coordinates renovation projects in low-income communities throughout the United States. She sits on the

Southface 2020 Board of Directors

Board of Directors for the Design Futures Council and is active with Hands on Atlanta and the Tanzanian Children's Fund.

Paula McEvoy, Co-director, Perkins+Will

As Co-director of Perkins+Will's firmwide Sustainable Design Initiative (SDI), Paula assures that sustainable ideas are an integral part of the firm's projects and practices. She coordinates sustainability efforts across the international firm's offices, teaches sustainable design workshops and speaks frequently on sustainable construction, business practices and visioning. Paula is a Fellow of The American Institute of Architects, is the 2016 Chair of the AIA National Committee on the Environment (COTE) and immediate past co-chair of the AIA National Materials Knowledge Group. She is also a LEED Fellow and USGBC LEED Faculty member.

Dave Radlmann, CEO, Urban Eco Group

Dave has been a key player in the Atlanta real estate industry. He has more than 21 years of experience in real estate development and general contracting with projects totaling over \$400 million. Dave has been an advocate for sustainable design and construction projects. Since 2003 he has been involved with the development and construction of over \$300 Million Dollars of sustainable construction and design projects. Currently, Dave acts at the CEO at Urban Eco Group and his responsibilities include managing real estate development, design and construction of urban based projects. He has been in this role for the last 11 years. Many of the projects he has involvement in have been certified through the Earthcraft Certification Program, the US EPA's Energy Star Program, the USGBC "LEED" Program, the US DOE's Builder America Program and the US DOE's Net Zero Ready Program.

Tyrone Rachal, Principal, Red Rock Global and President, Red Rock Global Capital Partners

Tyrone has specific responsibility for directing all financial advisory services and private placement activity. Prior to re-joining Red Rock Global, he was Managing Director of Redevelopment at Invest Atlanta. Tyrone is a graduate of Dartmouth College with degrees in Economics and Government, as well as the University of Chicago Law School and Booth School of Business, where he received his Juris Doctor and Master of Business Administration degrees, respectively. He is past Chair of the Public-Private Partnership Council of the Urban Land Institute and was a participant in the Atlanta District Council's Inaugural Center for Regional Leadership Development. In addition, Tyrone is a graduate of the 2012 Class of Leadership Atlanta, the 2013 Class of Leadership Georgia and the 2013 Atlanta Regional Commission Leadership Institute.

MaKara Rumley, Principal, Hummingbird

MaKara is Founder and CEO of Hummingbird Firm, a management consulting firm specializing in strategic communications for the utility, infrastructure and environmental industries. MaKara was previously an Environmental Justice Attorney and Coordinator with GreenLaw where she focused on community organizing, fundraising, and environmental justice considerations in conjunction with clean air and water litigation. Her interest in the links between human rights and the environment began with her work with Amnesty International and The National Geographic Society. She continues to be committed to the right of all Georgians, regardless of background, to live in an environment free from disproportionate health burdens created by

Southface 2020 Board of Directors

pollution. Ms. Rumley earned her bachelor's degree from Spelman College and her Juris Doctorate from George Washington University Law School.

Will Sellers, Executive Director, Wholesome Wave Georgia

An experienced nonprofit leader with a strong advocacy background, Will is currently Executive Director of Wholesome Wave Georgia, an Atlanta-based nonprofit whose mission is to increase access to fresh, healthy, locally-grown food for all Georgians. Prior to joining Wholesome Wave Georgia, Will was Deputy Director of Food Well Alliance, a collaborative network of local leaders working together to build thriving community gardens and urban farms. Will is an active member of Georgia's local food movement, having served as a member of the Board of Directors of Global Growers Network and Wholesome Wave Georgia.

Nikki Walker, Regional Technical Manager, The Coca-Cola Company

Nikki has spent the last seven years with The Coca-Cola Company, where she co-led the Global Food Safety Initiative and drove technical performance through field engagement and program development in more than 200 countries and more than 800 sites. She has also partnered on delivering the company's sustainability goals and commitments. As Coca-Cola's Regional Technical Manager, she continues to partner in ensuring the company delivers product across North America, commercializes new product and ensures both internal and external compliance. Nikki has a Master of Science degree in Environmental Engineering from the Georgia Institute of Technology and a Bachelor of Science in Mechanical Engineering from Howard University.

Liz York (Federal Liaison to the Board), Associate Director for Quality and Sustainability and Chief Sustainability Officer, Center for Disease Control and Prevention

Liz, appointed as the first CSO for CDC in 2008, establishes sustainability in CDC policy and operations, implements healthy and sustainable work environments, and facilitates staff involvement in sustainability efforts. At CDC since 1999, she has served as a construction project manager, design architect, and design reviewer, working closely with laboratory, security and safety professionals on CDC's high containment labs and protocols. She has strengthened policy and understanding around the health impacts of the physical environment, gender issues in design, access to healthy food, and design effects on health equity. Liz is a registered architect and holds a Bachelor of Science and a Master of Architecture, both from the Georgia Institute of Technology.

Southface Officers



Andrea Pinabell

President
LEADERSHIP

Andrea Pinabell has served as the President of Southface since January 2017. Prior to joining Southface, she served as the Vice President of Sustainability, Global Citizenship at Starwood Hotels & Resorts Worldwide, Inc. where she led the strategy, operations and integration for Starwood's global sustainability programs and its related philanthropic efforts. Prior to that, she served as the Director of the Sustainable Cities Institute & Program Manager of Sustainable Community Development with The Home Depot Foundation.

Andrea earned BS in chemical engineering from Iowa State University and brings over 25 years of wide-ranging sustainable business and operations expertise. She serves on the boards of 2030 Districts, Institute for GA Environmental Leadership and Center for Responsible Travel. She has also been honored with multiple awards, including being among Georgia Trend magazine's 2020 Notable Georgians, Atlanta Magazine's Atlanta 500, a 2019 Energy Leader 75 and Smart CEO Magazine's 2019 Award honoring visionary leadership in the commercial real estate industry. An Iowa native, she is a proud mother to Anthony and dog mother to Cooper. Connect with her: LinkedIn: [linkedin.com/in/andrepinabell](https://www.linkedin.com/in/andrepinabell) and on Twitter @CraPinabell.



Barry Coates

Chief Officer
Finance & Operations
LEADERSHIP

As the Chief Executive, Finance & Operations, Barry helps coordinate campus and project operations, as well as oversees the accounting and finance functions for Southface.

Southface Officers



Elizabeth North

Chief Officer
Communications &
Outreach & Development
Leadership

Elizabeth leads the development and communications teams at Southface, ensuring we build strong, engaged partnerships with our donors, partners, and other stakeholders and use our platform to help communities imagine a future where regenerative economies are anchored by healthy, sustainable and equitable homes and workplaces. Elizabeth has over two decades of experience in the environmental and conservation community, raising transformational gifts by engaging donors as thought-partners in the work they support, building strong volunteer networks and helping to develop and communicate program visions that can command seven- and eight-figure philanthropic investments. She lives in Savannah with her husband and rescue dogs.



For nearly four decades, Southface has positioned itself to be a best in class nonprofit organization, committed to both mission-driven work and support for the well-being of employees, partners and the communities in which we work.

Southface has promoted sustainable development and green building through education, research, advocacy and technical assistance since 1978 under the governance of a board of directors. Over the years, the organization has been a leader throughout the southeast in sustainability. Each day, our staff and board continue to strive for a more sustainable future by educating the population and the market on resilient, resource conscious lifestyles, researching cutting-edge technologies, advocating for clean forms of energy and working directly on projects to improve building efficiency and reduce the overall carbon footprint of the built environment.

Southface staff has high level experience in the building science and performance field. Staff members have served on the board of directors of national and regional energy and construction organizations including Residential Energy Services Network (RESNET), the Building Performance Institute (BPI), Affordable Comfort (ACI), The Energy and Environmental Building Association (EEBA), the Southeast Energy Efficiency Alliance (SEEA), Georgia Building Energy Codes Advisory Panel, the Georgia Solar Energy Association (GSEA), the Georgia chapter of the US Green Building Council (USGBC) and Greater Atlanta Home Builders Association (GHBA). Southface has been recognized for excellence by the U.S. Department of Energy; the U.S. Environmental Protection Agency; the American Institute of Architects (AIA); the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE); National Association of Home Builders (NAHB); the Georgia Environmental Council; EarthShare of Georgia; and many other industry and community organizations.

With extensive experience in residential, commercial and community projects, Southface is well equipped to provide technical assistance. The quality work we achieve is possible not in spite of the mission-driven focus that defines us as a nonprofit but rather because of it. All Southface projects inform one another, making the expertise we gain from technical assistance projects vital to the development of our advocacy, research and educational efforts. Southface applies its technical acumen through the lens of mission-driven work in an effort to transform the design, engineering and construction industries. Engaging with Southface leverages a staff committed to promoting sustainable homes, workplaces and communities by creating market capacity to develop projects with a focus on performance, efficiency and sustainability.

Southface has been deeply committed to social equity and justice, recognizing the essential nature of these considerations in truly sustainable solutions. In an effort to demonstrate this commitment, Southface has entered an innovative transparency platform, the [JUST platform](#), administered by the [International Center for Future's Institute](#). JUST is a new approach to understanding organizational practices supporting employee and community health, safety, happiness and more. Southface is the only nonprofit organization in Georgia participating in this voluntary disclosure program. Southface has always taken a holistic, triple bottom line approach to our mission, clearly aligning with the areas of our intended outcomes: improved quality of life, shared prosperity and thriving natural systems.

LITIGATION DISCLOSURE:

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

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

Circle One: YES



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

Circle One: YES



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

Circle One: YES



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

Circle One: YES



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

Circle One: YES



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

Circle One: YES



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

Circle One: YES



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

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[SIGNATURES ON NEXT PAGE]

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

On this 14 day of AUGUST, 2020

Barry Coates 08/13/2020
(Legal Name of Proponent) Southface (Date)

Barry Coates
(Signature of Authorized Representative) (Date)

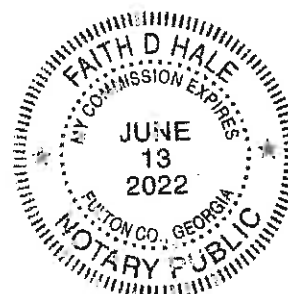
Chief Officer, Finance and Operations
(Title)

Sworn to and subscribed before me,

This 14 day of AUGUST, 2020

Faith Hale
(Notary Public) (Seal)

Commission Expires 08/13/2022
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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DEREK VANOVER
OWNER / OPERATOR
LANDRAFT LLC
1419 ANDOVER CT.
EVANS, GA 30809

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

ACTIVE ROLE AS PRESIDENT OF COMPANY
HANDLING ALL DESIGN SERVICES

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

WILL CURRENTLY WORK DIRECTLY WITH
WILLIAM-RUSSELL AND JOHNSON INC. ON ANY
AND ALL PJTS.

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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Name	Management Role	Location	Ownership Interest
Ivenue Love-Stanley	President/Managing Principal	1056 Spring Street NW Atlanta, GA 30309	51%
William J. Stanley III	Vice President Principal in Charge of Design	1056 Spring Street NW Atlanta, GA 30309	49%

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Stanley, Love-Stanley, P.C. has maintained a steady growth over the past five (5) years with repeat work in the field of architecture, interior design and project management from many of its clients including DeKalb County School District, Hartsfield-Jackson Atlanta International Airport, the Interdenominational Theological Center, Atlanta Public Schools and Grady Health System.

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

Stanley, Love-Stanley, P.C. was the Architect of Record for Louise Watley Library at Southeast.

LITIGATION DISCLOSURE:

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 18th day of August, 2020

Stanley, Love-Stanley, P.C. August 18, 2020
(Legal Name of Proponent) (Date)

[Signature] August 18, 2020
(Signature of Authorized Representative) (Date)

Vice President/Founding Principal
(Title)

Sworn to and subscribed before me,

This 18th day of August, 2020

[Signature]
(Notary Public) (Seal)

Ivenue Lovestanley
Notary Public
Fulton County, Georgia
My Comm. Expires 05/15/2021

Commission Expires 05/15/2021
(Date)

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Solomon A. Williams, President
S. A. Williams, Inc.
1874 Piedmont Avenue, NE
Suite 450-D
Atlanta, GA 30324

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

We have provided construction management, mulit-disciplinary cost estimating services, scheduling, construction claim services, feasibility studies, mediation and arbitration services.

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

None

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

20RFP124887K-BKJ

Circle One:

YES



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

Circle One:

YES



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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 18th day of August, 2020


Solomon A. Williams 08/18/2020
(Legal Name of Proponent) (Date)

 08/18/2020
(Signature of Authorized Representative) (Date)

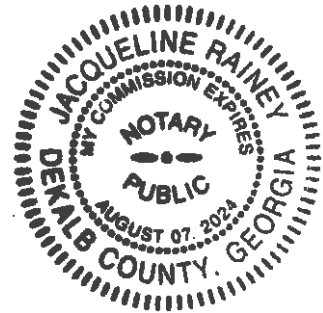
President
(Title)

Sworn to and subscribed before me,

This 18th day of August, 2020


(Notary Public) (Seal)

Commission Expires August 7, 2024
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Williams-Russell and Johnson, Inc.

Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

Professional License Type: Professional Engineer

Professional License Number: PEF000881

Expiration Date of License: 06/30/2022

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

Signed:



Date: August 17, 2020

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PEF000881
Williams-Russell And Johnson Inc.

44 Broad Street NW
Suite 400 The Grant Building
Atlanta GA 30303

Engineer Firm

EXP DATE - 06/30/2022 Status: Active
Issue Date: 11/03/1989

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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Williams-Russell And Johnson Inc.
44 Broad Street NW
Suite 400 The Grant Building
Atlanta GA 30303



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Registration for Professional Engineers and
Land Surveyors

License No. PEF000881
Williams-Russell And Johnson Inc.

44 Broad Street NW
Suite 400 The Grant Building
Atlanta GA 30303

Engineer Firm

EXP DATE - 06/30/2022 Status: Active
Issue Date: 11/03/1989

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Sean McLendon, AIA, Principal
Cooper Carry, Inc.

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant ☒

Professional License Type: Registered Architect

Professional License Number: RA007706

Expiration Date of License: Jun 30, 2021

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

Signed:



Date: August 24, 2020

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
Office of the Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA007706

Michael Sean McLendon

627 Haralson Drive SW
Lilburn GA 30047

Registered Architect

EXP DATE - 06/30/2021 Status: Active
Issue Date: 09/30/1991

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Hammond & Associates, Inc. (dba Hammond Engineering, Inc.)

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant ☒

Professional License Type: Professional Engineer-Mechanical

Professional License Number: a. Hammond Engineering, Inc. | PEF007361
b. Eric Hammond, PE | PE042812

Expiration Date of License: 06/30/2022

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

Signed: 

Date: 08/13/2020

(ATTACH COPY OF LICENSE)

Hammond & Associated, Inc.
PEF007361



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

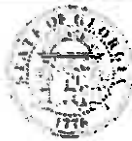
LICENSE NO. PEF007361
Hammond Engineering, Inc.

6961 Peachtree Industrial Blvd.
Peachtree Corners GA 30092

Engineer Firm

EXP DATE - 06/30/2022 Status: Active
Issue Date: 09/11/2018

Hammond & Associated, Inc.
PE042812



STATE OF GEORGIA
Office of the Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PE042812

Eric J Hammond
777 Triana Street
West Palm Beach FL 33413

Professional Engineer

EXP DATE - 12/31/2020 Status: Active
Issue Date: 12/20/2017

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**NOTE: Please complete this form for the work your firm will perform on this project.**Contractor's Name: LANDRAFT, LLC - DEREK VANOVERPerforming work as: Prime Contractor Subcontractor/Sub-Consultant ✓**Professional License Type:**GA. DEPT. OF AGRICULTURE - COMMERCIAL APPLICATOR LICENSE, PESTICIDE
GA. SOIL & WATER CONSERVATION COMM. - II CERTIFIED PLAN REVIEWER
INTERNATIONAL SOCIETY OF ARBORISTS - CERTIFIED ARBORIST**Professional License Number:**COMMERCIAL APPLICATOR LICENSE, PESTICIDE - # 04272
G.S.W.C.C. - II CERTIFIED PLAN REVIEWER - # 22179
CERTIFIED ARBORIST - SC-2501-A**Expiration Date of License:**COMMERCIAL APPLICATOR LICENSE, PESTICIDE - 8/26/2024
G.S.W.C.C. - II CERTIFIED PLAN REVIEWER - 8/25/2021
CERTIFIED ARBORIST - 12/31/2022

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

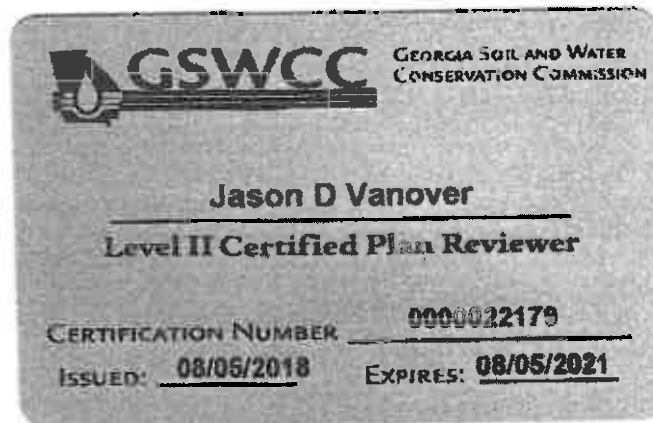
Signed:



Date:

8/18/2020

(ATTACH COPY OF LICENSE)

Georgia Department of Agriculture
19 Martin Luther King, Jr. Dr., S.W.
Atlanta, Georgia 30334Pesticide Applicator Licensing & Certification
Tele: (404) 656-4958 FAX: (404) 657-8378
agr.georgia.gov/pesticides.aspx

The American Society of Landscape Architects
636 Eye Street NW
Washington, D.C. 20001-3736
Phone: 202-898-2444
Fax: 202-898-1185
Email: info@asla.org



**American Society of
Landscape Architects**

ASLA MemberID	1096004
MemberType	Full Member
Paid Through	8/31/2021
First Name	J. Derek
Nickname	Derek
Last Name	Vanover
Designation	ASLA
Email	dvanover@landraft.com
Mobile Phone	706-414-5263
Title	President
Company	Landraft, LLC



MY MEMBERSHIPS

CSID: 98951

Current Memberships

ISA Professional Member Expires: 2/27/2021

Southern Chapter Membership Expires: 2/27/2021

MY CREDENTIALS

CERT ID: SO-2501A

Current Credentials

ISA Certified Arborist® Expires: 12/31/2022

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: SMART BUILDING SYSTEMS, INC.

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant x

Professional License Type: Professional Engineer Firm

Professional License Number: PEF0004614

Expiration Date of License: 06/30/2022

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

Signed:



Date: August 7, 2020

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. **PEF006416**
Smart Building Systems, Inc.

1456 McLendon Dr Ste C
Dacula GA 30033

Engineer Firm

EXP DATE - 06/30/2022 Status: Active
Issue Date: 07/11/2013

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Stanley, Love-Stanley, P.C.

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

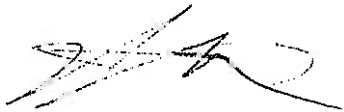
Professional License Type: Registered Architect

Professional License Number: RA002920

Expiration Date of License: June 30, 2021

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

Signed:



Date: August 18, 2020

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Board of Architects and Interior Designers
LICENSE NO. RA002920
William Johnson Stanley, III

1056 Spring Street NW
Atlanta GA 30309

Registered Architect

EXP DATE - 06/30/2021 Status: Active
Issue Date: 02/14/1975


S. A. WILLIAMS, INC.

August 21, 2020

Our File: **RFP-20RFP124887K-BKJ**

Mr. Franklin C. Dean, AIA
Manager Architectural Services
Williams-Russell and Johnson, Inc.
260 Peachtree Street
Suite 2600
Atlanta, GA 30303

**RE: Fulton County Standby Standby A_E Services RFP
Professional License - RFP-20RFP124887K-BKJ**

Dear Mr. Dean:

There are no Governmental or State requirements for professional license construction cost estimating. I am the past president (President 99/00) of the American Society of estimators (ASPE) and we participate with various construction organizations such as American Arbitration Association (AAA), SAVE, American Society of estimators (ASPE), Institute for Mediation and Conflict Resolution International and other architect and engineering organizations.

Sincerely,
S. A. WILLIAMS, INC.


Solomon A. Williams

File: L WRJ-E Dean-RFP Fulton Co.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Williams-Russell and Johnson, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

Williams-Russell and Johnson, Inc.
(BUSINESS NAME)

260 Peachtree Street, NW, Suite 2600, Atlanta, GA 30303
(FULTON COUNTY BUSINESS ADDRESS)

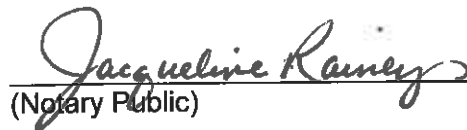
Executive Vice President & COO
(OFFICIAL TITLE OF AFFIANT)

Soji Tinubu
(NAME OF AFFIANT)

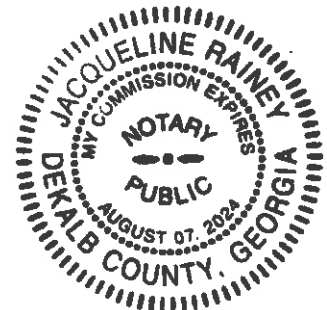

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 17th day of August, 2020


(Notary Public) (Seal)

Commission Expires: August 7, 2024
(Date)



N/A**STATE OF GEORGIA
COUNTY OF FULTON****FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Williams-Russell and Johnson, Inc.
(BUSINESS NAME)

260 Peachtree Street, NW, Suite 2600, Atlanta, GA 30303
(FULTON COUNTY BUSINESS ADDRESS)

Executive Vice President & COO
(OFFICIAL TITLE OF AFFIANT)

Soji Tinubu
(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)



williams-russell and johnson, inc.
engineers • architects • planners

Equal Employment Opportunity (EEO) Policy and Equal Business Opportunity (EBO) Plan

Williams-Russell and Johnson, Inc. is committed to the principles of equal employment opportunity and continues a comprehensive program to keep these beliefs in practice. Williams-Russell and Johnson, Inc. is committed to continuing good faith efforts to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity and are not subjected to discrimination on the basis of age, ancestry, color, gender, gender identity, gender expression, genetic information, marital status, medical condition, national origin, parental status, pregnancy, physical disability, race, religion, sexual orientation, or veteran status, military status or on the basis of these perceived characteristics.

Williams-Russell and Johnson, Inc. strives to achieve a workforce that is welcoming to all individuals, including individuals in legally protected categories to ensure that Williams-Russell and Johnson, Inc. provides an inclusive environment for training, education, promotion, and recreation.

Further, Williams-Russell and Johnson, Inc. continues to make good faith efforts to comply with all the requirements of its Plans and Federal and State laws.

Williams-Russell and Johnson, Inc. has designated the Director of Office Administration, Human Resources, Business Development Support as its Equal Employment Opportunity Officer, responsible for the day-to-day implementation of the Plans.

Currently, our office is responding to the Covid-19 pandemic with the awareness that our path forward is uncharted. Our firm is ever more committed to following the mandates outlined herein with an extra emphasis on exceeding minority, historically underutilized and female inclusiveness and participation in our work assignments. Our continued efforts, including but not limited to the following steps will be followed:

- Take special efforts to locate qualified, historically under-utilized, businesses and/or staff to fill any future vacancies using government databases, organizations, local and/or affiliated community businesses/centers.

Williams-Russell and Johnson, Inc.

EEO Policy and EBO Plan

Page 2

- Make reviews of all applicants and employees to ensure that qualified individuals are rated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur.
- Review job performances of each employee to assess whether personnel action is justified based on the employee's performance of his or her duties and responsibilities.
- Noncompliance in the form of false M/FBE status reporting will initiate the process of exclusion of said business from further participation.
- Contact professional organizations to apprise them of vacancies.

Williams-Russell and Johnson, Inc., a minority firm founded more than 43 years ago, understands the challenges faced by such firms, in gaining work. It is for this reason; it is proposed and been accepted by the participating sub-consultants that more than 17% of the project work is to be completed by minority owned firms. The composition of the group consists of companies with AABE and FBE Equal Business Opportunity status.

During the term of this work effort, should the opportunity occur, the original percentages of participation will be increased.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2020

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

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

PRODUCER
R.D. WOOD INSURANCE ASSOC., INC
1515 RIVERDALE ROAD-SUITE D
COLLEGE PARK, GA 30349
Ronald D Wood

770-991-6787

CONTACT **Ronald Wood**

PHONE (A/C, No, Ext): 770-991-6787

FAX (A/C, No): 770-996-2361

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Southern Ins. Underwriters**INSURER B: **Appalachian Underwriters**INSURER C: **Mercury Ins**INSURER D: **NCCI - Assigned Risk**

INSURER E:

INSURER F:

INSURED
William-Russell & Johnson, INC
Charles Johnson
60 Peachtree Street Ste 2600
Atlanta, GA 30303

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

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

ISR TR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SIU-NPP20157	08/19/2020	08/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		B00000503534	08/26/2020	08/19/2021	COMBINED SINGLE LIMIT (Per accident) \$ 350,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION	<input type="checkbox"/> CLAIMS-MADE	EX-203489	08/19/2020	08/19/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	50513503	08/19/2020	08/19/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		SIU-NPP20157	08/19/2020	08/19/2021	Inland \$ 100,000
B	Professional Liab		N2521Q52	08/19/2020	08/19/2021	Profess \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ronald D Wood



williams-russell and johnson, inc.
engineers • architects • planners

260 Peachtree Street NW
Suite 2600
Atlanta, GA 30303
T: 404 853-6800
F: 678 783-7533
www.wrjinc.com

Statement of Bankruptcy

Since its inception in 1976 the firm of Williams-Russell and Johnson, Inc. has not, in its 43-year history, filed for bankruptcy.

Williams-Russell and Johnson, Inc.

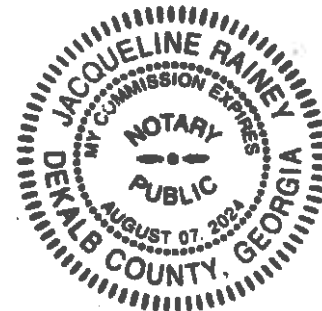
Linda C. Allen Miranda,
Chief Executive Officer

Date: August 26, 2020

Sworn to and subscribed before me,

This 26th day of, August, 2020.

Notary Public



(Seal)

My Commission Expires:

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Soji Tinubu),
Name

Executive Vice President & COO

Williams-Russell and Johnson, Inc.

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Soji Tinubu

TITLE: Executive Vice President & COO

SIGNATURE: 

ADDRESS: 260 Peachtree Street, NW, Suite 2600, Atlanta, GA 30303

PHONE NUMBER: 404-983-1076

EMAIL: stinubu@wrjinc.com

EXHIBIT F

CONTRACT COMPLIANCE FORMS

4/3/2019

B. G. NOW



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Interim Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountygov.gov

Main: (404) 612-6300

April 1, 2019

Mr. Christopher Richards
Smart Building Systems, Inc. DBA n/a
1456 McLendon Drive
Suite C
Decatur, GA 30033

Dear Mr. Richards:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery
Interim Contract Compliance Administrator



CITY OF ATLANTA

SUITE 5100

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

Keisha Lance Bottoms
Mayor

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke

Interim Director

www.atlantaga.gov

October 8, 2019

Mr. Christopher Richard
Smart Building Systems, Inc.
1456 McLendon Drive, Ste. C
Decatur, GA 30033

ANNIVERSARY DATE: October 8

Dear Mr. Richard:

Your firm has been certified as a(n) **African American Business Enterprise (AABE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years. You will receive a notice to submit a **Biennial Affidavit of No Change** form approximately four (4) weeks prior to your anniversary date. **The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE.** Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your certification expiration date.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Clarke".

Martin Clarke, Interim Director
Mayor's Office of Contract Compliance

MC/mp

Certification #: 2019-24-191

Supplier ID #: 1205492

Phone #: (404) 474-1628

Fax #: (404) 474-2747

Business: Engineering services; low voltage electrical contractor; administrative management and management consulting services



**DeKalb County Government
DeKalb First – Local Small Business Enterprise Program
Maloof Center 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030
404-371-4770**

August 28, 2017

Mr. Christopher Richard - CFO
Smart Building Systems Inc.
1456 McLendon Drive
Suite C
Decatur, GA 30033

Re: DeKalb LSBE CERTIFICATION:

LSBE – DEKALB

EXPIRES: August 31, 2020

Dear Mr. Richard:

Congratulations. Your company meets the requirements for certification as indicated above. This letter will serve as proof of your certification status. **Please attach a copy of this certification letter with each bid or proposal that you submit as a prime or sub-contractor.** Please take note of the expiration date above. To apply for certification again, you must seek recertification within ninety (90) days prior to expiration date in this letter.

Please be advised, DeKalb First – LSBE Staff reserves the right to schedule on-site inspections of any business certified under this program. Any change in ownership or control of your business, address or telephone listing(s) during the certification period must be promptly reported to email address applications@dekalblsbe.info. Failure to keep this office notified will result in your company's removal from our list of certified vendors.

Certification does not guarantee any present or future contracts with DeKalb County. All registered vendors must take the necessary steps to become a part of the County's procurement process and bid competitively for business.

We wish you continued success in your business endeavors. If you have any questions or require further assistance, please do not hesitate to contact our office by telephone at (404) 371-4770 or by email at applications@dekalblsbe.info.

Sincerely,

A handwritten signature in black ink, appearing to read 'Felton B. Williams'.

Felton B. Williams
Procurement Projects Manager



CITY OF ATLANTA

SUITE 5150

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 638-7359

Internet Home Page: www.atlantaga.gov

Keisha Lance Bottoms
Mayor

OFFICE OF CONTRACT COMPLIANCE

Larry Scott
Director
larry.scott@atlantaga.gov

Mr. Eric Hammond
Hammond Engineering, Inc. dba Hammond & Associates, Inc.
6961 Peachtree Industrial Blvd
Suite 208
Norcross, GA 30092

ANNIVERSARY DATE: October 31

Dear Mr. Hammond:

Your firm has been certified as a(n) **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years through this office. You will receive a notice to submit an Affidavit of No Change approximately six (6) weeks prior to the deadline for submission. **The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an SBE.**

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Larry Scott, Director
Mayor's Office of Contract Compliance

LS/aa

Certification #: 2018-23-147

Supplier ID #: 1900091

Phone #: (678) 292-6937

Fax #: (770) 696-2699

Business: Engineering consulting services; engineering design services



CITY OF ATLANTA

SUITE 5100

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 559-7359

Internet Home Page: www.atlantaga.gov

Keisha Lance Bottoms
Mayor

OFFICE OF CONTRACT COMPLIANCE

Larry Scott

Director

larry.scott@atlantaga.gov

October 31, 2018

Mr. Eric Hammond
Hammond Engineering, Inc. dba Hammond & Associates, Inc.
6961 Peachtree Industrial Blvd
Suite 208
Norcross, GA 30092

ANNIVERSARY DATE: October 31

Dear Mr. Hammond:

Your firm has been certified as a(n) **African American Business Enterprise (AABE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years through this office. You will receive a notice to submit an **Affidavit of No Change** approximately six (6) weeks prior to the deadline for submission. The **Affidavit of No Change** must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE and FBE.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

Larry Scott, Director

Mayor's Office of Contract Compliance

LS/aa

Certification #: 2018-23-110

Supplier ID #: 1900091

Phone #: (678) 292-6937

Fax #: (770) 696-2699

Business: Engineering consulting services; engineering design services



File

Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

November 5, 2013

Eric Hammond, President/CEO
HAMMOND ASSOCIATES, INC (dba Hammond Engineering, Inc)
6961 Peachtree Industrial Boulevard, Suite 208
Norcross GA 30092

ANNIVERSARY DATE: Annually on November 2

Dear Eric Hammond:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your Vendor ID Code is: 13967

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

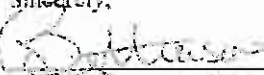
NAICS Codes: 541330: Engineering Services

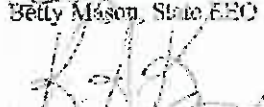
It is your obligation to notify GDOT of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, the scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm.

Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with 49 CFR Part 26, Section 26.83 (j) of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,


Betty Mason, State EEO Assistant Administrator


Kimberly A. King, EEO Director

SAX/atu

GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
CUSTOMER FOCUSED, PERFORMANCE DRIVEN

Minority Business Enterprise

Certification for

HAMMOND ASSOCIATES, INC. dba, Hammond Engineering, Inc.

The company is hereby certified as: Minority Business Enterprise and Minority Subcontractor

Certification Date: 11/09/18
(Must file annual Affidavit with GDOT)
Certification Number: 181220-000242

Lisa Eason

Deputy Commissioner, State Purchasing Division



CITY OF ATLANTA

SUITE 1700

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE

Larry Scott

Director

lscott@atlantaga.gov

Kasim Reed
Mayor

May 5, 2017

Mrs. Ivenue Love-Stanley
Stanley, Love-Stanley, PC
1056 Spring Street
Atlanta, GA 30309

Dear Mrs. Love-Stanley:

Your firm has been certified as a(n) **African American Business Enterprise (AABE) and Female Business Enterprise (FBE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years through this office. You will receive a notice to submit an **Affidavit of No Change** approximately six (6) weeks prior to the deadline for submission. **The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE and FBE.**

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

Larry Scott, Director
Mayor's Office of Contract Compliance

LS/mp

Certification #: 2017-22-057

Supplier ID #: P100000-01

Phone #: (404) 876-3055

Fax #: (404) 876-6841

Business: Architectural services; other management consulting services; interior design services



CITY OF ATLANTA

SUITE 5100

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

Keisha Lance Bottoms
Mayor

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke

Director

~~MHClerke@AtlantaGa.Gov~~

May 5, 2020

Mr. Charles Johnson
William-Russell and Johnson, Inc.
260 Peachtree Street, 26th Floor
Atlanta, GA. 30303

ANNIVERSARY DATE: May 5

Dear Mr. Johnson:

Your firm has been certified as a(n) African American Business Enterprise (AABE) with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years. You will receive a notice to submit a Biennial Affidavit of No Change form approximately four (4) weeks prior to your anniversary date. The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an AABE. Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your certification expiration date.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

Martin Clarke, Director
Mayor's Office of Contract Compliance

MC/mp

Certification #: 2020-25-060

Supplier ID #: A741200-01

Phone #: (404) 853-6800

Business: Engineering services; architectural services; drafting services; other management consulting services



CITY OF ATLANTA

SUITE 5100

68 MITCHELL STREET, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: www.atlantaga.gov

Keisha Lance Bottoms
Mayor

OFFICE OF CONTRACT COMPLIANCE

Martin Clarke

Director

MHCClarke@AtlantaGa.Gov

May 5, 2020

Mr. Charles Johnson
William-Russell and Johnson, Inc.
260 Peachtree Street, 26th Floor
Atlanta, GA. 30303

ANNIVERSARY DATE: May 5

Dear Mr. Johnson:

Your firm has been certified as a(n) Small Business Enterprise (SBE) with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

Your company's certification lasts five (5) years; however, it is contingent upon the company maintaining its eligibility every two years. You will receive a notice to submit a Biennial Affidavit of No Change form approximately four (4) weeks prior to your anniversary date. The Affidavit of No Change must be completed, signed, and returned to our office before your anniversary date in order to continue your company's eligibility as an SBE. Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your certification expiration date.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Martin Clarke, Director
Mayor's Office of Contract Compliance

MC/mp

Certification #: 2020-25-072

Supplier ID #: A741200-01

Phone #: (404) 853-6800

Business: Engineering services; architectural services; drafting services; other management consulting services

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Soji Tinubu),
Name

Executive Vice President & COO

Williams-Russell and Johnson, Inc.

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Soji Tinubu TITLE: Executive Vice President & COO

SIGNATURE: 

ADDRESS: 260 Peachtree Street, NW, Suite 2600, Atlanta, GA 30303

PHONE NUMBER: 404-983-1076 EMAIL: stinubu@wrjinc.com

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Alfredo Dotson),
Name

Real Estate Broker

GWP Properties, LLC

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Al Dotson TITLE: Broker

SIGNATURE: 

ADDRESS: 213 High Falls Road

Jackson, GA 30233

PHONE NUMBER: 404-940-7749 EMAIL: a_dotson@yahoo.com

EXHIBIT A -- PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (DEREK VANOVER),
Name

PRESIDENT

Title

LANDRAFT LLC.

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: DEREK VANOVER TITLE: PRESIDENT

SIGNATURE: 

ADDRESS: 1719 ANDOVER CT

EVANS GA 30809

PHONE NUMBER: 706.869.3019 EMAIL: DVANOVER@LANDRAFT.COM

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Christopher Richard, PhD, PE, CxA, CEM, LEED AP),
Name

President

Smart Building Systems, Inc.

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Christopher Richard, PhD, PE, CxA, CEM, LEED AP **TITLE:** President

SIGNATURE: 

ADDRESS: 1456 McClendon Drive, Suite C

Decatur, GA 30033

PHONE NUMBER: (404) 474-1628 **EMAIL:** chris.richard@smartbldgs.com

EXHIBIT A -- PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Barry Coates),
Name

Chief Officer, Finance and Operations

Southface Institute

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Barry Coates TITLE: Chief Officer

SIGNATURE: Barry Coates

ADDRESS: 241 Pine St NE Atlanta, Ga 30308

PHONE NUMBER: 404-271-6925 EMAIL: bcoates@Southface.org

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Solomon A. Williams),
Name

President

S. A. Williams, Inc.

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Solomon A. Williams TITLE: President

SIGNATURE: 

ADDRESS: 1874 Piedmont Avenue, NE, - Suite 450-D
Atlanta, GA 30324

PHONE NUMBER: (404) 897-1386 EMAIL: sawilliamsinc@att.net

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Williams-Russell and Johnson, Inc.

20RFP124887K-BKJ, Standby Professional Services for Facilities Related Planning, Design

ITB/RFP Name & Number: Engineering and Assessments-Architectural & Engineering Services

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, is ☒ a minority or female owned and controlled business enterprise. ☒ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification. (Check the appropriate box/es)**

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

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: Stanley Love-Stanley, PC

ADDRESS: 1056 Spring Street, NW

Atlanta, Georgia 30309

EMAIL ADDRESS: ilove-stanley@stanleylove-stanley.com **PHONE:** 404-876-3055

CONTACT PERSON: Ivenue Love-Stanley, FAIA

ETHNIC GROUP*: AABE **COUNTY CERTIFIED**** AABE / FBE

WORK TO BE PERFORMED: Architectural Design / Quality Control/ Quality Assurance

DOLLAR VALUE OF WORK: \$ 75,000.00 **PERCENTAGE VALUE:** 15 %

SUBCONTRACTOR NAME: Hammond & Associates, Inc. Consulting Engineerings
 ADDRESS: 6961 Peachtree Industrial Blvd, Suite 208
Norcross, Georgia 30092
 EMAIL ADDRESS: nathanh@hammondengineers.com PHONE: 404-769-6636
 CONTACT PERSON: Nathan Hammond
 ETHNIC GROUP*: African American COUNTY CERTIFIED** MBE
 WORK TO BE PERFORMED: Mechanical, Plumbing, Fire Protection, Electrical, Security/Fire Alarm Engineering
 DOLLAR VALUE OF WORK: \$ 75,000 PERCENTAGE VALUE: 15 %

SUBCONTRACTOR NAME: Smart Building Systems
 ADDRESS: 1456 McLendon Drive, Suite C
Decatur, Georgia 30033
 EMAIL ADDRESS: chris.richard@smartbldgs.com PHONE: 404-474-1628
 CONTACT PERSON: Christopher Richard
 ETHNIC GROUP*: African American COUNTY CERTIFIED** MBE
 WORK TO BE PERFORMED: Commissioning Agent
 DOLLAR VALUE OF WORK: \$ 10,000 PERCENTAGE VALUE: 2 %

SUBCONTRACTOR NAME: LanDraft-Landscape Studios
 ADDRESS: 1419 Andover Court
Evans, Georgia 30809
 EMAIL ADDRESS: DVanover@LanDraft.com PHONE: 706-869-8019
 CONTACT PERSON: Derek Vanover ASLA, ISA
 ETHNIC GROUP*: N/A COUNTY CERTIFIED** N/A
 WORK TO BE PERFORMED: Landscape Architecture
 DOLLAR VALUE OF WORK: \$ 10,000 PERCENTAGE VALUE: 2 %

SUBCONTRACTOR NAME: Cooper Carry
 ADDRESS: 191 Peachtree Street, NE, Suite 2400
Atlanta, Georgia 30303
 EMAIL ADDRESS: seanmclendon@coopercarry.com PHONE: 404-240-9537
 CONTACT PERSON: Sean McLendon
 ETHNIC GROUP*: N/A COUNTY CERTIFIED** N/A
 WORK TO BE PERFORMED: Furnishings Space Planning & FF&E Specifications
 DOLLAR VALUE OF WORK: \$ 50,000 PERCENTAGE VALUE: 10 %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)

SUBCONTRACTOR NAME: S A. Williams, Inc
 ADDRESS: 1874 Piedmont Avenue, N.E., Suite 450-D
Atlanta, Georgia 30324
 EMAIL ADDRESS: sawilliams@att.net PHONE: 770-527-7147
 CONTACT PERSON: Solomon Williams
 ETHNIC GROUP*: African American COUNTY CERTIFIED** N/A
 WORK TO BE PERFORMED: Cost Estimating and Scheduling
 DOLLAR VALUE OF WORK: \$ 10,000 PERCENTAGE VALUE: 2 %

SUBCONTRACTOR NAME: Southface
 ADDRESS: 241 Pine Street, N.E.
Atlanta, Georgia 30308
 EMAIL ADDRESS: lcase@southface.org PHONE: 404-872-3549
 CONTACT PERSON: Laura Case
 ETHNIC GROUP*: N/A COUNTY CERTIFIED** N/A
 WORK TO BE PERFORMED: LEED
 DOLLAR VALUE OF WORK: \$ 10,000 PERCENTAGE VALUE: 2 %

SUBCONTRACTOR NAME: CERM/Corporate Environmental Risk Management
 ADDRESS: 2296 Henderson Mill Road, Suite 200
Atlanta, Georgia 30345
 EMAIL ADDRESS: lartis@cerm.com PHONE: 678-999-0173
 CONTACT PERSON: Lamonte Artis
 ETHNIC GROUP*: AABE COUNTY CERTIFIED** MBE
 WORK TO BE PERFORMED: Surveying Services and Geotechnical
 DOLLAR VALUE OF WORK: \$ 15,000 PERCENTAGE VALUE: 3 %

SUBCONTRACTOR NAME: GWP Properties, LLC
 ADDRESS: 2807 Alameda Trail
Decatur, Georgia 30034
 EMAIL ADDRESS: .com PHONE: 404-312-4374
 CONTACT PERSON: Al Dotson
 ETHNIC GROUP*: AABE COUNTY CERTIFIED** MBE / Pending
 WORK TO BE PERFORMED: Furnishings Space Planning & FF&E Specifications
 DOLLAR VALUE OF WORK: \$ 5,000 PERCENTAGE VALUE: 1 %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$) 255,000.0

Total Percentage of Subcontractor Value: (%) 51% (Assumed Contract Value of \$500,000.00)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** Executive VP/COO

Business or Corporate Name: Williams-Russell and Johnson, Inc.

Address: 260 Peachtree Street, NW, Suite 2600

Atlanta, Georgia 30303

Telephone: (404) 983-1076

Fax Number: (678) 783-7533

Email Address: stinubu@wrjinc.com

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Insurance and Risk Management Provisions

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

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

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

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
4. UMBRELLA LIABILITY Per Occurrence/Aggregate		
		\$2,000,000/\$2,000,000
5. PROFESSIONAL LIABILITY Per Occurrence or Claim/Aggregate -		
		\$1,000,000/\$2,000,000

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor (s) in this contract with coverage for liability under a contract of professional services. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. IF coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full Extended Reporting Period (ERP) coverage.

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 2010 (11/85) version), its' equivalent or on a blanket basis.

In order to make sure that the County and Contractor are provided with protection and to verify the availability of insurance the Additional Insured Box must be marked "Y" for Commercial General Liability, Automobile Liability and Umbrella and the Subrogation Waiver Box must be marked "Y" for Workers Compensation and Employer's Liability.

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

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

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

Such certificates and notices shall be sent to:

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.

Effective 03/31/2020dp

Section 7- Risk Management and Insurance Requirements - Standby Professional Services - Architects and Engineers

Suite 1168
Atlanta, GA 30303-3459

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

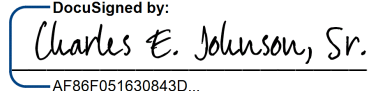
Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

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

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

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

COMPANY: Williams-Russell and Johnson, Inc.

SIGNATURE: 

NAME: Charles E. Johnson, Sr.

TITLE: President and CEO

DATE: 04/15/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2020

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

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

PRODUCER D. WOOD INSURANCE ASSOC., INC 615 RIVERDALE ROAD-SUITE D COLLEGE PARK, GA 30349 Ronald D Wood	770-991-6787	CONTACT NAME Ronald Wood PHONE (A/C, No, Ext): 770-991-6787 FAX (A/C, No): 770-996-2361 E-MAIL ADDRESS:
INSURED William-Russell & Johnson, INC Charles Johnson 60 Peachtree Street Ste 2600 Atlanta, GA 30303		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Ins. Underwriters INSURER B: Appalachian Underwriters INSURER C: Mercury Ins INSURER D: NCCI - Assigned Risk INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

JSR TR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		3IU-NPP20157	08/19/2020	08/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		B00000583534	08/26/2020	08/19/2021	COMBINED SINGLE LIMIT (Per accident) \$ 350,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EX-203489	08/19/2020	08/19/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	50513503	08/19/2020	08/19/2021	PER STATE/OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		SIU-NPP20157	08/19/2020	08/19/2021	Inland 100,000
B	Professional Liab		N2521Q52	08/19/2020	08/19/2021	Profess 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ronald D Wood

EXHIBIT H

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Deliverables may be requested at 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with each task order that is issued. All applicable Federal, State laws; and County ordinances, codes, rules and regulations of all authorities having jurisdiction over the construction of the project shall be followed.

The Prosper shall utilize CADD; object based drawing formats for the preparation of drawings. This format will be used for architectural and engineering disciplines.

Drawings for each task order/scope of work, shall be printed on 30 inch x 42 inch paper drawing sheets for full size documents, to an appropriate scale. Additionally, drawings must be transmitted electronically in PDF file format when requested by the County. Specifications and reports required in each task order/scope of work shall be 8 1/2" inches X 11 inches except as indicated otherwise and must be transmitted in PDF file format when requested by the County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2021

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

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

PRODUCER 770-991-6787 R.D. WOOD INSURANCE ASSOC., INC 5515 RIVERDALE ROAD-SUITE D COLLEGE PARK, GA 30349 Kimberley Ponder	CONTACT NAME: Ronald Wood PHONE (A/C, No, Ext): 770-991-6787 FAX (A/C, No): 770-996-2361 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : HISCOX INSURANCE CO.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C : Mercury Ins</td> <td></td> </tr> <tr> <td>INSURER D : NCCI - Assigned Risk</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : HISCOX INSURANCE CO.		INSURER B :		INSURER C : Mercury Ins		INSURER D : NCCI - Assigned Risk		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : HISCOX INSURANCE CO.															
INSURER B :															
INSURER C : Mercury Ins															
INSURER D : NCCI - Assigned Risk															
INSURER E :															
INSURER F :															
INSURED William-Russell&Johnson, INC Charles Johnson 260 Peachtree Street Ste 2600 Atlanta, GA 30303															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-4653800-BOP-20	11/09/2020	11/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			B00000583534	08/26/2020	08/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EX-203489	08/19/2020	08/19/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	50513503	08/19/2020	08/19/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			UDC-4653800-BOP-20	08/19/2020	08/19/2021	Inland 100,000
B	Professional			UDC-4653800-EO-20	08/19/2020	08/19/2021	Profess 2,000,000

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

#20RFP124887K-BKJ
Standby Professional Services For Facilities Related Planning, Design,
Engineering Service For
Department of Real Estate and Asset Management

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Department Of Purchasing And Contract Compliance 130 Peachtree Street, SW 1168 Atlanta, GA 30303	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Kimberley Ponder</p>
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CONTRACT DOCUMENTS FOR

20RFP124887K-BKJ (C)

**STANDBY PROFESSIONAL SERVICES FOR
FACILITIES RELATED PLANNING, DESIGN,
ENGINEERING AND ASSESSMENTS -
ARCHITECTURAL & ENGINEERING SERVICES**

For

**DEPARTMENT OF REAL ESTATE AND
ASSET MANAGEMENT**

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CONTRACT AGREEMENT

Contractor: **CBRE | Heery + Russell**

Contract No.: **20RFP124887K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural & Engineering Services**

Address: **3550 Lenox Road, Suite 2300**
City, State **Atlanta, GA 30326**

Telephone: **678-427-9722**

Email: Heather.McKeen@cbre.com

Contact: **Heather McKeen**
Managing Director

This Agreement made and entered into effective the 8th day of April, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **CBRE | HEERY + RUSSELL** hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced vendor to provide Standby Professional Services for Architectural and Engineering Services in support of the Department of Real Estate and Asset Management (DREAM) on an "as needed-task assignment" basis for professional services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **March 3, 2021, BOC Item # 21-0165.**

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to perform Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural & Engineering Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

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

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to

the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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

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

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

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

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this

warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
141 Pryor Street, S.W., suite 6001
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: Joseph.Davis@fultoncountyga.gov
Attention: Joseph Davis, Director

With a copy to:

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

Notices to Contractor shall be addressed as follows:

CBRE | Heery + Russell
3550 Lenox Road, Suite 2300
Atlanta, GA 30326
Telephone: 678-427-9722
Email: Heather.McKeen@cbre.com
Attention: Heather McKeen

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the

County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

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

ARTICLE 34. **TAXES**

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

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

CBRE | HEERY + RUSSELL

DocuSigned by:

Rob Chomiak

Rob Chomiak
Sr. Managing Director

ATTEST: Please select Attest or Notary from checkbox ☒ Attest ☐ Notary

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate and Asset
Management

Wade Purcell

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

X

RM

ITEM#: _____	RCS: _____	ITEM#: 2021-0165c	RM: 3/3/2021
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached



ADDENDA



Date: August 10, 2020

Project Number: 20RFP124887K-BKJ

Project Title: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

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

ADDENDUM NO. 1 & 2

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1&2, 14 day of August, 2020.

CBRE | Heery + Russell, a Joint Venture

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Heather McKeen, Managing Director, CBRE Heery, Inc.

Title



Date: August 17, 2020

Project Number: 20RFP124887K-BKJ

Project Title: *Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services*

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

ADDENDUM NO. 3

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.3, 17 day of August, 2020.

CBRE | Heery + Russell, a Joint Venture

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Heather McKeen, Managing Director, CBRE Heery, Inc.

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

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

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the various and diverse technical, professional, architectural and engineering planning projects, and related projects for the County on an as needed basis. Whenever services are requested by the County the Successful Proposer(s) will submit a written proposal for the specific project based on the scope of services requested by the County. The County may accept or reject the proposal, or decline such services when it is in the best interest of the County to do so. If the Successful Proposer(s)'s proposal is accepted, the County may issue a Work Authorization and Notice to Proceed that specifies the "not-to-exceed" dollar amount of the Work Authorization (WA) with the begin and completion date. After having received the Notice to Proceed (NTP), including a written approval of the scope of services and estimate of fees for a specific project, the Successful Proposer(s) shall provide the services required for the specific project in accordance with the contract and scope of service. The County may rescind a NTP or WA at any time at the County's convenience if it is in the best interest of Fulton County. When a Notice to Proceed is rescinded, the County will pay the Successful Proposer(s) for any authorized work that has been satisfactorily performed up to, and through the date of cancellation. In the event of cancellation, the Successful Proposer(s) will not be entitled to any additional compensation for unauthorized work or anticipated lost profits due to such cancellation. All work products for which compensation is received by the Successful Proposer(s) from the County shall be submitted to the County. Further, all authorized work shall be submitted to the County before final payment is approved by the County.

It is understood and agreed by the Successful Proposer(s) that services performed under the Scope of Services as stated in this RFP shall include, but not be limited to those services described below and to the extent desired by Fulton County. Basic Services shall include the provision of various professional services as hereinafter stated that include civil, mechanical, electrical, architectural, geotechnical and structural engineering, contract administration, prequalification, bidding, and construction inspection services incidental thereto. Services also include preparation of engineering studies, modeling process and hydraulics, and assistance with regulatory requirements, citizen participation involvement, predesign and pre-construction support and partnering. The County may request all, some, any combination of or none of the services identified in this Scope of Services. When the County desires any services contemplated under this RFP, the County will contact the Successful Proposer(s) and request a written proposal, estimate of costs and preliminary schedule for the work to be performed on each specific project based on the Scope of Services desired by the County.

A. ENGINEERING STUDIES

Certain projects may be assigned to the Successful Proposer(s) that requires the only deliverable to be technical memorandums and/or a final report. Such projects will usually be for planning purposes or consist of an environmental study. These projects will not require additional design, bid and construction services as outlined elsewhere in this document. Engineering studies will require the use of engineering and scientific specialists proficient in the subject area of the project. These specialists will be considered local for billing purposes with no reimbursement for travel and lodging expenses. The Successful Proposer(s) will be required to maintain a project schedule

and budget for each engineering study assigned. A minimum of two (2) weeks shall be provided in the project schedule for County review of each deliverable unless otherwise directed by the County.

Services may include, but not be limited to the following:

- a. A kick-off meeting;
- b. Progress meetings as determined by the county;
- c. Information gathering;
- d. Preparation of draft technical memorandums on specific subject areas of the project;
- e. Review meetings and coordination of review comments;
- f. Preparation of the final report; and
- g. Presentation of the results at private and public forums when requested and directed by the County.

B. CONSULTATIVE, ADVISORY, INVESTIGATIVE AND PRE-DESIGN SERVICES

The Successful Proposer(s) may be requested to provide various services including, but not limited to, the following:

- a. Expert testimony;
- b. Utility rate structure and tariff studies;
- c. Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- d. Feasibility studies on proposed projects, including studies of clients' needs, analysis of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
- e. Development of preliminary design reports, including outline specifications, preliminary cost estimates; and
- f. Schematic design and design development for building projects.

C. PRE-DESIGN AND PRE-CONSTRUCTION ACTIVITIES

The Successful Proposer(s) may be requested by the County form various Land Acquisition functions and to provide scheduling and coordination on all Pre-Design and Pre-Construction activities including, but not limited to the following:

- a. Land Acquisition:
 1. Title research and survey;
 2. Appraisals, legal descriptions and plats.
- b. Scheduling and Coordination
 1. Site disturbance and building permits;
 2. Geotechnical, archeological and environmental permits and surveys;
 3. Storm water and NPDES permits;
 4. EPNEPD; Corps of Engineers, Georgia DOT, railroad or other permitting agencies; and
 5. Easement documentation, negotiation and support of "on time" acquisition.

D. PARTNERING

The Successful Proposer(s) will be required to support partnering requirements of this RFP and any other related contracts. The Successful Proposer(s) will be responsible for, but not limited to the following:

- a. Partnering scheduling and reports;
- b. Providing e-mail meeting notices and meeting minutes;
- c. Tracking Partnering Goal Measurements;
- d. Distributing Project Report Cards and compiling results; and
- e. Coordinating meetings and other sessions.

E. PROJECT MANAGEMENT SERVICES

The Successful Proposer(s) may be required to provide Project Management Services including, but not limited to the following:

- a. Meeting the County requirements related to the project intent, quality, schedule and budget;
- b. Selecting consultants;
- c. Performing conceptual studies including economic feasibility;
- d. Planning, scheduling, monitoring, controlling, estimating, budgeting and cash control for specific projects;
- e. Engineering and design;
- f. Procurement;
- g. Risk management;
- h. Construction management;
- i. Commissioning testing and start-up of new facilities;
- j. Quality assurance;
- k. Project closeout;
- l. Maintaining a document tracking and control system through the duration of the project; and
- m. **LEED** certification.

F. DETAILED DESIGN SERVICES

The successful Proposer(s) may be requested to perform Detailed Design Services (utilizing Fulton County's Standard Specifications and Details where applicable) based on previously established project requirements. These services may include, but not be limited to the following:

- a. Development and preparation of detailed calculations, engineering designs, drawings, cost estimates, technical specifications, and special conditions for use with the county standard contract documents;
- b. Resolving detailed problems;
- c. Developing specifications and selecting equipment;
- d. Coordinating engineers and/or other design service groups;
- e. Preparing, or collaborating with others responsible for preparing, estimates of the cost of the work;
- f. Providing assistance and advice to the county in bid evaluation and contract award immediately preceding construction;
- g. Developing additional standards for use in the project and for separate submittal

- to the County for incorporation into the County's standard specifications and details in the absence of such; and
- h. Maintaining a document tracking and control system.

G. CONTRACT ADMINISTRATION AND GENERAL REVIEW DURING CONSTRUCTION

The successful Proposer(s) may be requested to provide these services to assist the County in construction administration and engineering review following award of the contract and during construction of a specific project. These services may include, but not be limited to the following:

- a. Providing advice on the interpretation of contract documents to the County;
- b. Issuing supplementary details and instructions as required;
- c. Reviewing shop drawings for general compliance with design requirements and contract documents;
- d. Reviewing contractor's progress claims, including the validity of additions or deletions;
- e. Reviewing progress certificates and change orders for the client's acceptance;
- f. Making periodic site visits to assess progress generally and conformity of the of the work contract documents;
- g. Reporting to the County on the progress of construction;
- h. Arranging for, and attending, regular site meetings;
- i. Carrying out final review;
- j. Participating in the testing and start-up at the conclusion of the construction contract;
- k. Issuing a substantial performance and/or completion certificate to the County;
- l. Ensuring that the contractor's as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project; and
- m. Maintaining the document tracking and control system.

H. CONSTRUCTION MANAGEMENT SERVICES

The successful Proposer(s) may be requested to provide Construction Management Services that may include, but not be limited to the following:

- a. Contract strategy, administration and expediting;
- b. Construction logistics, planning, scheduling and personnel forecasts;
- c. Field office management;
- d. Construction facilities and equipment provisions;
- e. Progress monitoring, trending and reporting;
- f. Cost performance monitoring;
- g. Trending and claims processing;
- h. Safety program compliance; and
- i. Maintaining the document control and tracking system as required.

I. ADDITIONAL SERVICES

The County may request additional services from the A and E other than those specifically detailed in this RFP as "basic/services" and these requests will vary

according to the County needs any given time. These service requests may include, but are not limited to the following:

- a. Extended commissioning and start-up assistance for equipment or facilities;
- b. Preparing plant specific operating and maintenance manuals;
- c. Determining deficiencies during the warranty period;
- d. Preparing the final acceptance document at the end of the warranty period;
- e. Assisting with facility management and/or operations after commissioning and start-up;
- f. Providing assistance in as-built drawing verification;
- g. Facility requirements and utilization studies;
- h. Feasibility studies for new, renovation and alteration projects;
- i. Preparation of program documents;
- j. Preparation of schematic, preliminary, design development, contract documents, and specifications;
- k. Studies and audits for compliance with federal, state and local regulations;
- l. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural and civil engineering;
- m. Additional services which may be required or requested;
- n. Master Planning, building systems surveys;
- o. Facility programming;
- p. Construction administration;
- q. Development of design documents for the Fast Track Construction Project System (Job Order Contract); and
- r. Provide cost estimates.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

ARCHITECTURAL SERVICES

Position	Total Rate w/ OH&P
Principals, Licensed	\$ 203.21
Project Manager, Licensed	\$ 169.57
Project Architect, Licensed	\$ 144.09
Project Architect, Non-Licensed	\$ 104.45
Interior Designer	\$ 108.56
Intern Architect	\$ 81.43
Draftsman/CADD	\$ 85.93
Specification Writer	\$ 141.29
Cost Estimator	\$ 155.28
Administrative /Clerical	\$ 75.79

CIVIL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 202.65
Project Engineer, Registered	\$ 159.99
Project Engineer, E.I.T.	\$ 118.45
Designer	\$ 102.11
Draftsman/CADD	\$ 107.27
Administrative/Clerical	\$ 65.79

STRUCTURAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 217.20
Project Engineer, Registered	\$ 166.60
Project Engineer, E.I.T.	\$ 115.73
Designer	\$ 100.98
Draftsman/CADD	\$ 92.21
Administrative/Clerical	\$ 75.54

MECHANICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 164.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

ELECTRICAL ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 196.55
Project Engineer, Registered	\$ 170.47
Project Engineer, E.I.T.	\$ 115.91
Designer	\$ 95.97
Draftsman/CADD	\$ 85.71
Administrative/Clerical	\$ 70.89

PLUMBING AND FIRE PROTECTION ENGINEERING SERVICES

Position	Total Rate w/ OH&P
Principals, Registered	\$ 193.68
Project Engineer, Registered	\$ 161.10
Project Engineer, E.I.T.	\$ 124.39
Designer	\$ 101.50
Draftsman/CADD	\$ 90.46
Administrative/Clerical	\$ 73.01

EXHIBIT E

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** CBRE | Heery + Russell, a Joint Venture on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

250598

EEV/Basic Pilot Program* User Identification Number

[Signature] CBRE Heery, Inc.
BY: Authorized Officer of Agent (Insert Contractor Name)

Managing Director

Title of Authorized Officer or Agent of Contractor

Heather McKeen

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25 day of August, 2020

Notary Public: [Signature]

County: Cherokee

Commission Expires: Dec 05/2020



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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services

Page 3

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** H. J. RUSSELL & COMPANY on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

134476
EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Program Management
Title of Authorized Officer or Agent of Contractor

Bryan Jackson
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 24th day of August, 2020

Notary Public: Pamela Riggins

County: Fulton

Commission Expires: January 8, 2024



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

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

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

CBRE Heery, Inc. is a wholly-owned subsidiary of CBRE Group, Inc., a publicly traded company. CBRE Heery, Inc.'s Officers do not hold any ownership interest in CBRE Heery, Inc. The Officers named below are responsible for the executive day-to-day management and oversight of CBRE Heery Inc.'s day-to-day operation, and describes their anticipated role of said Offeror to the best of our knowledge. Business Address for CBRE Heery Inc.'s Officers: 3550 Lenox Road | Suite 2300, Atlanta, GA 30326

Theodore Sak: President / CEO
 Glenn Jardine: COO
 Sabrina Crawley: CFO
 Wade Purcell: Secretary
 Fernando Gavarrete, Sole Board Member

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

CBRE Heery has been in business for over 60 years. Previously named Heery International, Inc., Heery was purchased in 2017 by CBRE Inc. and is now a wholly owned subsidiary of CBRE.

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

CBRE Heery Inc. has been hired directly by Fulton County as Program Managers for the following 2 projects. These are the only relationships with the County in the past 5 years.

CBRE | Heery – Russell, a Joint Venture:

Atlanta-Fulton County Library Capital Improvement Program

- o Program Management Services
- o Phase I: 2010 – 2015 / Program Cost: \$167 Million
- o Phase II: 2017 – Ongoing / Program Cost: \$108 Million

Fulton County Urban Redevelopment Program

- o Program Management Services
- o 2017 – Ongoing
- o Program Cost: \$90 Million

CBRE | Heery – McAfee3 Architects, a Joint Venture:

We have performed under past iterations of the same contract terms for Fulton County; however, there are 2 areas we would like to discuss if chosen for the program:

Adding a Consequential Damages clause.

Clarifying that when acting as a project manager, we are not responsible for design or construction means and methods.

20RFP124887K-BKJ
**Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
 Architectural & Engineering Services**
 Page 6

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 25 day of August, 2020

Heather L. McKeen 8-25-2020
(Legal Name of Proponent) (Date)

[Signature] 8-25-2020
(Signature of Authorized Representative) (Date)

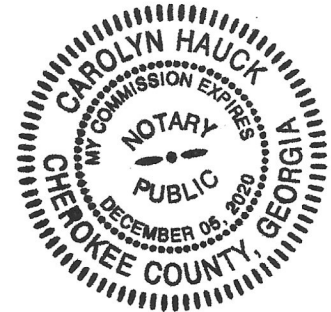
Managing Director
(Title)

Sworn to and subscribed before me,

This 25 day of August, 2020

[Signature]
(Notary Public) (Seal)

Commission Expires Dec 05 2020
(Date)



Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

SEE ATTACHED

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

During the past five years, H. J. Russell & Company has maintained a steady, and unified Leadership team. The most significant developments have been the transition of the CEO role from Mr. Herman J. Russell, to his son and current CEO, Michael Russell. In addition, H. J. Russell and Company's Vice President of Construction, Barry Compton, retired in 2019 and our current Vice President of Operations, Michael Swick, has assumed his responsibilities.

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

Greg Dixon – Project Manager on North Fulton Maintenance Facility. No direct or indirect revenues received.

Greg Dixon - Project Manager on the Hemphill Tunnel project. No direct or indirect revenues have been received.

Phillip Guthrie – Superintendent on the RM Clayton UV Facility. No direct or indirect revenues have been received

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One:

☒ YES

☐ NO

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

Circle One:

☐ YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

H. J. Russell & Company 2019 Officers

Title	Name	Address
CEO	Michael Russell	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
President	H. Jerome Russell	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
CFO	Mitchell Powell	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
Executive VP, General Counsel & Corporate Secretary	Yasmine Murray	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
Vice President – Program Management	Bryan Jackson	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
Vice President - HR	Elaine Ubakanma	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
Vice President – Operations	Michael Swick	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
Vice President – Compliance IT, & Office Services	Tiffanie Lewis	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363
Assistant Corporate Secretary	Rhonda S. Peace	171 17 th Street, NW, Suite 1600, Atlanta, GA 30363

Construction Claims / Litigation – 2015 to Present

Date Opened	MATTER	Allegation	Status
7/8/16	Joaquin Luna-Reyes v. RFI Construction, Rupert Burrows, Skanska USA Building, H.J. Russell & Company, and Met-Con	Violation of Fair Labor Standard Act; 2 nd Tier Employee of sub-contractor filed suit against 1 st Tier sub -contractor, Russell, and others associated with the project	Resolved
7/26/17	Sky Lofts Assoc. v. Russell Green Pastures	Breach of Duty Construction Defects	Resolved
7/26/17	Westside Venture LLC v. PC/Russell & H.J. Russell & Company; PC Construction & Guy F. Atkinson Construction	Violation of the City of Atlanta's noise ordinance & Nuisance per se 2 nd Tier Employee of sub-contractor filed suit against 1 st Tier sub -contractor, Russell, and others associated with the project	Resolved

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

On this 24 day of August, 2020

H. J. Russell & Company 8/24/2020
(Legal Name of Proponent) (Date)



(Signature of Authorized Representative) (Date)

Bryan Jackson, VP, Program Management
(Title)

Sworn to and subscribed before me,

This 24th day of August, 2020

Pamela Riggins
(Notary Public)

(Seal)

Commission Expires January 8, 2024
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: CBRE Heery, Inc.

Performing work as: Prime Contractor x Subcontractor/Sub-Consultant

Professional License Type:

Registered Professional Engineer Firm, State of Georgia

Registered Professional General Contractor Company, State of Georgia

Professional License Number:

Registered Professional Engineer Firm: PEF000816

Registered Professional General Contractor Company: GCC0000945

Expiration Date of License:

Registered Professional Engineer Firm: 6/30/2022

Registered Professional General Contractor Company: 6/30/2022

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

Signed: 

Date: 8/17/2020

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PEF000816

CBRE Heery, Inc.

999 Peachtree St, Ne
Atlanta GA 30309-3953

Engineer Firm

EXP DATE - 06/30/2022 Status: Active

Issue Date: 11/03/1989



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCCO000945

CBRE Heery, Inc.

999 Peachtree St, NE
Atlanta GA 30309

Qualifying Agent: Linda Joy Haake Smith
Qualifying Agent License NO: GCQA000458

General Contractor Company

EXP DATE - 06/30/2022 Status: Active

Issue Date: 04/25/2008

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: H. J. Russell & Company

Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

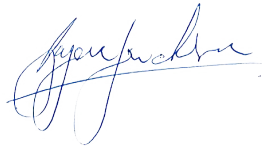
Professional License Type: Georgia General Contractor

Professional License Number: GCCO003739

Expiration Date of License: 6/30/2022

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

Signed:



Bryan Jackson, VP, Program Management

Date: 8/20/2020

(ATTACH COPY OF LICENSE)

8/24/2020

Details



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: H J Russell & Company

Owner: Michael Brent Russell

Address: 171 17th Street N.W. Suite 1600
Atlanta GA 30363

Primary Source License Information

Lic #: GCCO003739	Profession: Residential/General Contractor	Type: General Contractor Company
Secondary:	Method: Application	Status: Active
Issued: 10/22/2012	Expires: 6/30/2022	Last Renewal Date: 5/12/2020

Associated Licenses

Relationship: Supervisor

Licensee: Russell, Michael Brent

License Type: General Contractor Qualifying Agent

License #: GCQA003747

License Status: Active

Established: 10/22/2012

Association Date: 2/23/2012

Expiry:

Type: Prerequisite User

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: August 24, 2020 8:19:58

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

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror CBRE | Heery + Russell, a Joint Venture is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

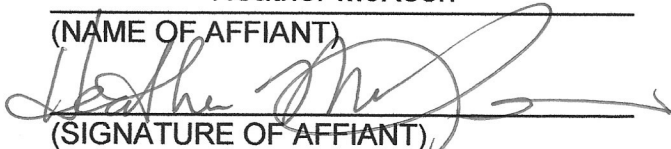
Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

CBRE Heery, Inc.
(BUSINESS NAME)

3550 Lenox Road | Suite 2300, Atlanta, GA 30326
(FULTON COUNTY BUSINESS ADDRESS)

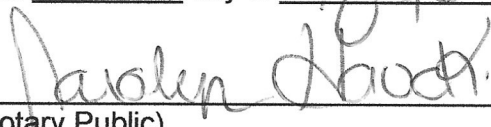
Managing Director
(OFFICIAL TITLE OF AFFIANT)

Heather McKeen
(NAME OF AFFIANT)

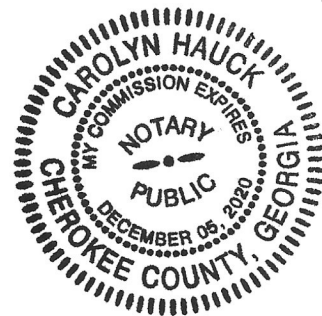

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 25 day of August, 2020


(Notary Public) (Seal)

Commission Expires: Dec 5 / 2020
(Date)



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror H. J. Russell & Company is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

H. J. Russell & COMPANY
(BUSINESS NAME)
171 17th Street N.W. Suite 1600

Atlanta GA 30363
(FULTON COUNTY BUSINESS ADDRESS)

Vice President, Program
Management
(OFFICIAL TITLE OF AFFIANT)

Bryan Jackson
(NAME OF AFFIANT)



(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 24th day of August, 2020

Pamela Riggins
(Notary Public)

(Date)
(Seal)



Commission Expires: January 8, 2024

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments- Architectural & Engineering Services
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**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** CBRE | Heery + Russell, a Joint Venture _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

221935

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Principal, Stevens & Wilkinson, GA, Inc.

Title of Authorized Officer or Agent of Subcontractor

William H. Clark

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 18th day of August, 2020

Eric D. Keens
(Notary Public) (Seal)

Commission Expires: 04/30/2022
(Date)



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

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

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Stevens & Wilkinson, GA, Inc.

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

Professional License Type: Professional Business License

Professional License Number: 136606LPR

Expiration Date of License: 12-31-2020

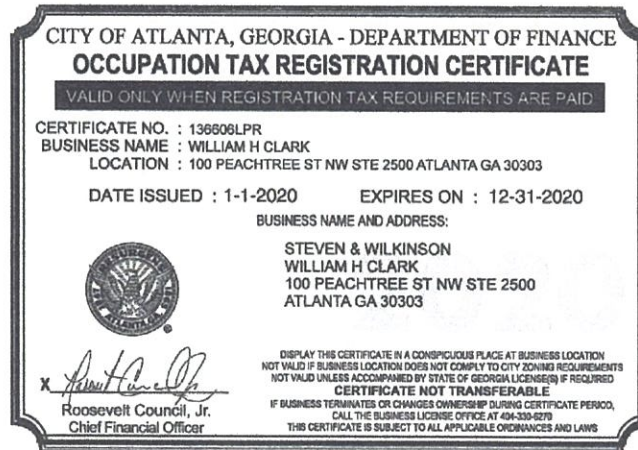
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: 8/18/2020

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Stevens & Wilkinson, GA, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

Stevens & Wilkinson, GA, Inc.
(BUSINESS NAME)

100 Peachtree Street, NW, Atlanta, GA 30303
(FULTON COUNTY BUSINESS ADDRESS)

Principal
(OFFICIAL TITLE OF AFFIANT)

William H. Clark
(NAME OF AFFIANT)

William H. Clark
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 13th day of August, 2020

Eric Keens
(Notary Public) (Seal)

Commission Expires: 04/30/2022
(Date)



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** CBRE | Heery + Russell, a Joint Venture behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

69324

EEV/Basic Pilot Program* User Identification Number

Breedlove Land Planning, Inc.
BY: Authorized Officer or Agent
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Hugh O. Brown

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 18th day of August, 2020

(Notary Public)

Commission Expires: May 16, 2021



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

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

20RFP124887K-BKJ

**Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services
Page 5**

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Breedlove Land Planning, Inc.

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

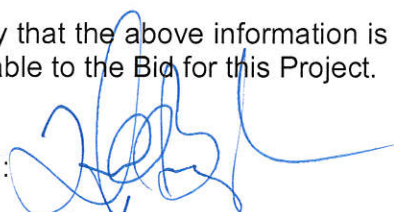
Professional License Type: Registered Professional Landscape Architect, State of Georgia

Professional License Number: LA001062

Expiration Date of License: 12/31/2020

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

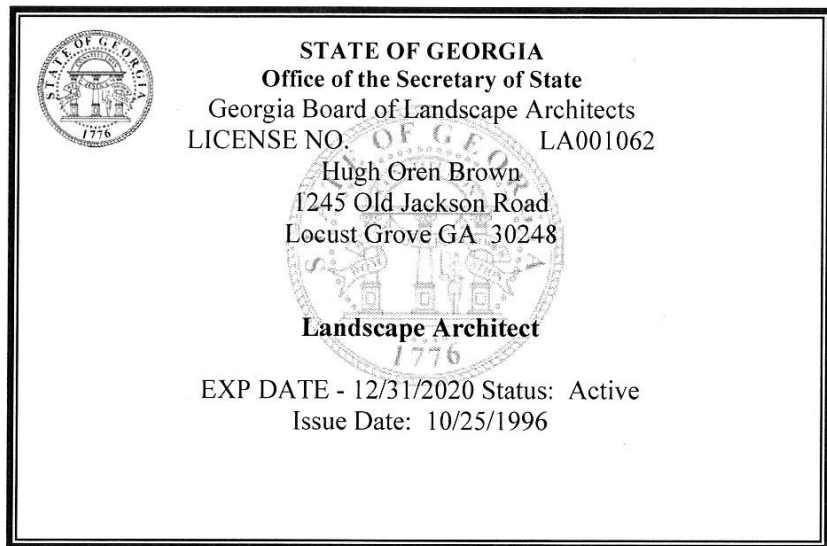
Signed:



Date:

8/13/2020

(ATTACH COPY OF LICENSE)



Above is your wall certificate license. A pocket-sized license card is below.

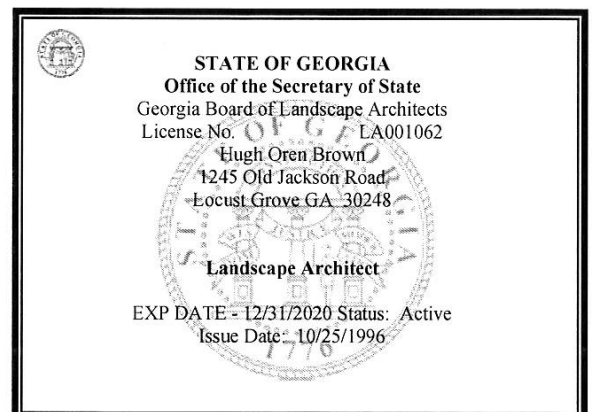
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Hugh Oren Brown
1245 Old Jackson Road
Locust Grove GA 30248



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Breedlove Land Planning, Inc.

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

Professional License Type: Licensed Professional Engineer

Professional License Number: PE036701

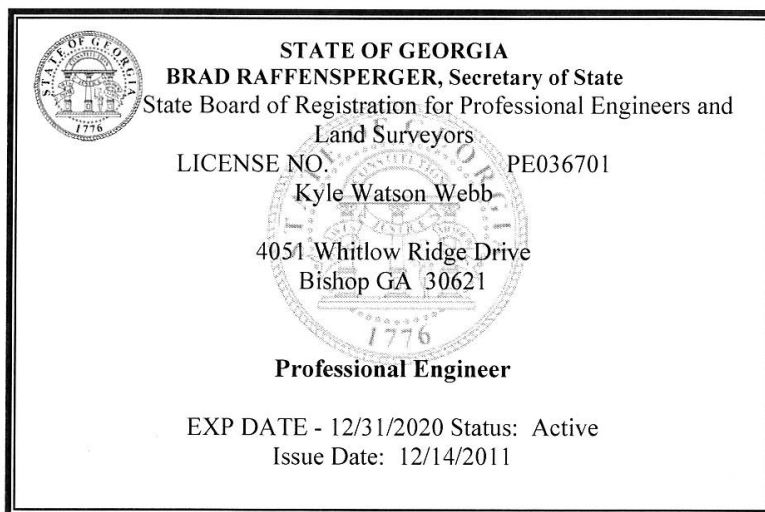
Expiration Date of License: 12/31/2020

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

Signed: 

Date: 8/13/2020

(ATTACH COPY OF LICENSE)



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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

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237 Coliseum Drive
Macon GA 31217
Phone: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Kyle Watson Webb
4051 Whitlow Ridge Drive
Bishop GA 30621



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Breedlove Land Planning, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

Breedlove Land Planning, Inc.
(BUSINESS NAME)

15 Simpson Street NW Atlanta, GA 30308
(FULTON COUNTY BUSINESS ADDRESS)

President
(OFFICIAL TITLE OF AFFIANT)

Hugh O. Brown
(NAME OF AFFIANT)

[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 17th day of August

[Signature]
(Notary Public)



Commission Expires: May 16, 2021
(Date)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Fitzgerald Collaborative Group, LLC behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

#557855

EEV/Basic Pilot Program* User Identification Number

Darrell A. Fitzgerald

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Principal-In-Charge

Title of Authorized Officer or Agent of Subcontractor

Darrell A. Fitzgerald

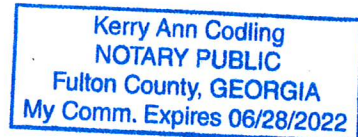
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 20 day of August, 2020

Kerry-Ann Codling
(Notary Public)

(Seal)



Commission Expires: 06/28/2022
(Date)

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

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

20RFP124887K-BKJ

Standby Professional Services for Facilities Related Planning, Design Engineering and Assessments-
Architectural & Engineering Services
Page 5

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Darrell Fitzgerald of Fitzgerald Collaborative Group, LLC

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

Professional License Type: Architecture

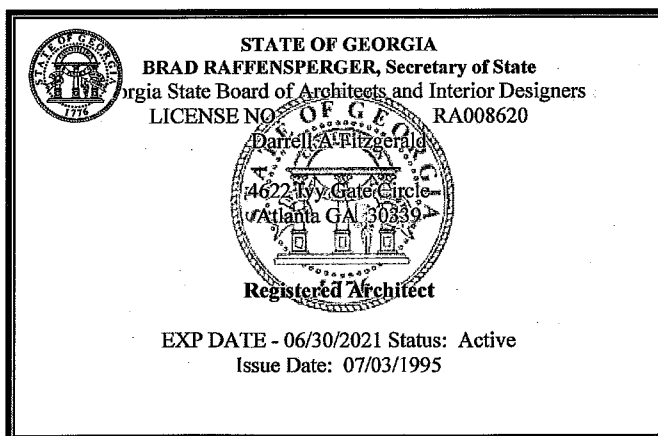
Professional License Number: RA008620

Expiration Date of License: 06/30/2021

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

Signed: _____

Date: 08/20/2020



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Fitzgerald Collaborative Group, LLC is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

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

Fitzgerald Collaborative Group, LLC
(BUSINESS NAME)

1201 West Peachtree Street, NE Suite 630, Atlanta, GA 30309
(FULTON COUNTY BUSINESS ADDRESS)

Principal-In-Charge
(OFFICIAL TITLE OF AFFIANT)

Darrell A. Fitzgerald
(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 20 day of August, 2020


(Notary Public)

(Seal)

Kerry Ann Codling
NOTARY PUBLIC
Fulton County, GEORGIA
My Comm. Expires 06/28/2022

Commission Expires: 06/28/2022
(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Heather McKeen),
Name

Managing Director, CBRE Heery, Inc.

CBRE | Heery + Russell, a Joint Venture

Title

Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Heather McKeen TITLE: Managing Director, CBRE Heery, Inc.

SIGNATURE: 

ADDRESS: 3550 Lenox Road | Suite 2300

Atlanta, GA 30326

PHONE NUMBER: 678.427.9722 EMAIL: heather.mckeen@cbre.com



EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name CBRE | Heery + Russell, a Joint Venture

ITB/RFP Name & Number: Standby Professional Services for Facilities Related Planning, Design, Engineering, and Assessments- Architectural & Engineering Services for Department of Real Estate and Asset Management; RFP124887K-BKJ

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, **is** ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)** ☐; **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBF)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es) ***The Joint Venture partner, H.J. Russell & Company Inc., is a registered MFBE with Fulton County and the State of Georgia, certification follows this form.**

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

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.) CBRE Heery, Inc.		(b.) H.J. Russell & Company, Inc.		(c.)	
% of JV	50%	% of JV	50%	% of JV	
Ethnicity	Caucasian	Ethnicity	African American	Ethnicity	
Gender	Male & Female	Gender	Female	Gender	
Phone#	678.427.9722	Phone#	404.330.1000	Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: Fitzgerald Collaborative Group, LLC

ADDRESS: 1201 W. Peachtree Street NW | Suite 630

Atlanta, GA 30309

EMAIL ADDRESS: darrell@fc-groupllc.com

PHONE: 404.964.4742

CONTACT PERSON: Darrell Fitzgerald

ETHNIC GROUP*: African American (AABE)

COUNTY CERTIFIED** Yes, certification attached.

WORK TO BE PERFORMED: Architecture Design, ADA Compliance, Space Planning & Programming Services

DOLLAR VALUE OF WORK: \$ To be determined upon assignments **PERCENTAGE VALUE:** TBD %

SUBCONTRACTOR NAME: Stevens & Wilkinson, GA, Inc.

ADDRESS: 100 Peachtree Stree | Suite 2500

Atlanta, GA 30303

EMAIL ADDRESS: bclark@stevens-wilkinson.com

PHONE: 404.522.8888

CONTACT PERSON: Bill Clark

ETHNIC GROUP*: Caucasian

COUNTY CERTIFIED** N/A

WORK TO BE PERFORMED: Architecture Design, ADA Compliance, Space Planning, Programming, and Interior Design Services

DOLLAR VALUE OF WORK: \$ To be determined upon assignments PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: Breedlove Land Planning, Inc.

ADDRESS: 15 Simpson Street NW

Atlanta, GA 30308

EMAIL ADDRESS: alanw@landplanning.net

PHONE: 770.483.1173

CONTACT PERSON: Alan Wieczynski

ETHNIC GROUP*: Caucasian

COUNTY CERTIFIED** N/A

WORK TO BE PERFORMED: Landscape Design, and Civil Engineering Services

DOLLAR VALUE OF WORK: \$ To be determined upon assignments PERCENTAGE VALUE: TBD %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____

COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____

COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Understanding this is a Standby Services Contract, this is to be determined upon assignments

Total Percentage of Subcontractor Value: (%)	Understanding this is a Standby Services Contract, this is to be determined upon assignments
---	--

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:  **Title:** Managing Director

Business or Corporate Name: CBRE Heery, Inc.

Address: 3550 Lenox Road | Suite 2300

Atlanta, GA 30326

Telephone: () 678.427.9722

Fax Number: () N/A

Email Address: heather.mckeen@cbre.com

JOINT VENTURE AGREEMENT

AGREEMENT made as of the 27th day of August, 2020

BETWEEN

CBRE Heery Inc.
(A Georgia Corporation)

AND

H.J. Russell & Company, Inc.
(A Georgia Corporation)

ARTICLE 1 THE JOINT VENTURE

- 1.1 THE JOINT VENTURE. CBRE Heery Inc. (hereinafter called CBRE | Heery) and H.J. Russell & Company, Inc. (hereinafter called Russell) hereby form a Joint Venture (the "Joint Venture") for the purpose of pursuing and performing Construction Management Services in the State of Georgia for the Fulton County Standby Professional Services Request for Proposal (hereinafter sometimes referred to as "Project", or "Work"), said Work being performed for Fulton County, Georgia (hereinafter sometimes referred to as "Owner"). The parties hereto shall hereinafter sometimes be referred to collectively as "Venturers" or individually as "Venturer".
- 1.2 THE NAME. "CBRE | Heery + Russell, a Joint Venture" (hereinafter the "Name") will be the firm name by which the Joint Venture will be known. The Name will appear on all documents, publications, signs and press releases identifying or describing the Joint Venture. All assets, agreements and transactions of the Joint Venture shall be taken, executed and performed in the Name of the Joint Venture.
- 1.3 EXECUTIVE COMMITTEE. Management of the Joint Venture shall be vested in an Executive Committee which shall consist of four members, two appointed by CBRE | Heery and two appointed by Russell.

Appointed by CBRE | Heery: Rob Chomiak, Heather McKeen
Appointed by Russell: Michael Russell, Bryan Jackson
Chairman: Rob Chomiak

- 1.3.1 Each Venturer at its own discretion may change or replace its representative(s) on the Executive Committee by giving written notice to the other Venturer. The primary representative of CBRE | Heery shall serve as Chairman of the Executive Committee. The Executive Committee shall meet on call by the Chairman, who shall give a minimum of seven (7) days prior notice in writing, stating the time, place and purposes of the meeting. In the event a member of the Executive Committee is unable to attend an officially called meeting, the Venturer represented by that member may designate

an alternate for purposes of attending the meeting and/or taking all actions which a designated Executive Committee member could take. A quorum of two is required for Executive Committee meetings. A representative of each Joint Venturer is required for Executive Committee meetings and voting.

- 1.3.2 At a minimum there shall be one Quarterly Executive Committee meeting which shall typically be held in the Joint Venture offices. The agenda shall be as ordered by the Executive Committee members and should be prepared and distributed to the members by the Project Manager at least (4) four days before the date of the meeting. A Statement of Operations and Financial Statement shall be prepared by the Financial Officer and Project Manager and reviewed by the Executive Committee during the meeting.
- 1.3.3 The Executive Committee shall establish policies for the Joint Venture and conduct all business and decide all matters not otherwise provided for in this Joint Venture Agreement. Except as herein specifically provided, the Executive Committee shall act by majority vote of the full committee. Decisions made by the Executive Committee shall bind both Venturers.
- 1.3.4 No member of the Executive Committee shall be liable to the other Venturer by reason of his actions as such, except in the case of his gross negligence, willful misconduct, or actual fraudulent or dishonest conduct.
- 1.3.5 Neither Venturer shall, without the prior written approval of the Executive Committee:
 - 1.3.5.1 Lend Joint Venture funds or borrow any money for the Joint Venture;
 - 1.3.5.2 Make expenditures for the Joint Venture in excess of \$1,000.00 for each transaction or group of similar transactions;
 - 1.3.5.3 Obligate the Joint Venture as a surety, guarantor or accommodation party to any obligation or grant any security interest in or otherwise encumber any Joint Venture Property (as hereinafter defined);
 - 1.3.5.4 Admit any error or omissions made by such party or any other party to the Joint Venture in any drawings, specifications or other documents in connection with the Project or Services rendered in connection with the Project;
 - 1.3.5.5 Sell, assign, mortgage, pledge, encumber, grant a security interest in, lease or otherwise transfer or dispose of its interest under this Agreement or its interest in or to any monies or property of the Joint Venture or its interest in or to any monies due or claimed to be due or to become due to or from the Joint Venture, and any such sale, assignment, mortgage, pledge, encumbrance, grant of security interests, lease or other transfer or disposition made with such prior written approval of the other Venturer shall be subject to any existing financial arrangement with and/or obligations to lending institutions which either of the Venturers may now have;
 - 1.3.5.6 Enter into any contract, commitment, or obligation on behalf of the Joint Venture.

ARTICLE 2 SCOPE OF SERVICES

- 2.1 **SCOPE OF SERVICES.** Services provided to the Joint Venture from each Venturer shall be in accordance with the following:
 - 2.1.1 **CBRE | Heery:** Will provide staff to the project in proportion to its percentage interest in the Joint Venture. Heery will also provide accounting and bookkeeping services to the Joint Venture, inclusive of client billing, receivables, payables and financial reporting.
 - 2.1.2 **Russell:** Will provide staff to the Project in proportion to its percentage interest in the Joint Venture
 - 2.1.3 Both Venturers are expected to provide the above services to the degree and in the manner as described in the Joint Venture contract with the Owner.
- 2.2 All Services performed by either Venturer in connection with the Project shall be performed by and in the Name of the Joint Venture pursuant to this Agreement. Other projects may be undertaken by the Joint Venture by majority vote of the Executive Committee and written amendment to this Agreement.

ARTICLE 3 STAFFING

- 3.1 **STAFFING.** Staffing shall be provided to the Joint Venture from each Venturer shall be in accordance with the following:
 - 3.1.1 **PRINCIPAL-IN-CHARGE.** The Principal-in-Charge shall be supplied and chosen by CBRE | Heery. Michael Rometo of CBRE | Heery will serve as Principal-in-Charge of the work. CBRE | Heery may replace the Principal-in-Charge. The Joint Venture Principal-in-Charge will work with the Project Manager in the development of appropriate staffing plans and manhour budgets for each Venturer.
 - 3.1.2 **PROJECT MANAGER.** The Project Manager shall be supplied and chosen by CBRE | Heery. CBRE | Heery may replace the Project Manager. The Project Manager will serve as overall manager and coordinator for daily operations during the performance of all work on the Project. The Project Manager shall work within the basic policies and guidelines set forth by the Executive Committee and will be responsible for services to be furnished by the Joint Venture. These responsibilities include, but are not limited to, project management, client relationship and work assignments. The Project Manager shall be responsible for collecting appropriate data as defined by the Executive Committee, reviewing client invoices for the Joint Venture and updating the Manhour and Direct Cost Budget. The Project Manager's time shall be

compensated as per the Manhour and Direct Cost Budget attached hereto as Attachment "A" and the provisions contained in 4.3.1 and 4.3.2 hereof.

- 3.1.3 **FINANCIAL OFFICER.** The Financial Officer shall be supplied and chosen by CBRE | Heery. CBRE | Heery may replace the Financial Officer. The Financial Officer will be responsible for preparing the Statement of Operations and Financial Statement in addition to other financial statements as directed by the Executive Committee. All books, records and financial statements shall be developed and maintained based upon generally accepted accounting principles and all findings and determinations of the Financial Officer shall be conclusive. He will certify and issue all the accounting and financial reports for the Joint Venture. The Financial Officer shall be responsible for preparing all Federal, State and local income tax forms for the Joint Venture and shall retain and store all financial and accounting records of the Joint Venture, with all costs associated with the storage of records to be paid by the Joint Venture. Additionally, the Financial Officer shall establish procedures for invoicing all work performed by the Joint Venture and shall be responsible for all such invoicing. The Financial Officer's time shall be compensated as per the Manhour and Direct Cost Budget attached hereto as Attachment "A" and the provisions contained in 4.3.1 and 4.3.2 hereof.
- 3.5 **PROJECT POSITIONS.** Responsibility for Project Positions for each Venturer shall be per the allocations indicated in Attachment "A", Manhour and Direct Cost Schedule.

ARTICLE 4 ACCOUNTING

- 4.1 **DIVISION OF REVENUES PROFITS AND LOSSES.** Each Venturer shall bill the Joint Venture monthly. The Percentage of total billings by both Venturers to the Joint Venture over the course of the Project shall be as close to the following as is practical:
- CBRE | Heery: Fifty-five percent (55%)
- Russell: Forty-five percent (45%)
- Joint Venture profits and losses will be apportioned according to the same percentages.
- 4.2 **PERSONNEL ASSIGNMENTS.** Personnel required in performing Joint Venture work will be assigned in accordance with Attachment "A", Manhour and Direct Cost Schedule which displays budgeted costs and hours by named individuals or titles, and time periods, as approved by the Executive Committee. The Manhour Schedule may be updated as required, but not less frequently than each calendar quarter. New personnel required for work on the Project as a result of a Change Order to the Owner/Joint Venture Agreement will be employed by one of the Venturers and shall

be distributed between the Venturers by the Executive Committee so as to create a Division of Revenues as closely as feasible to the percentages stated in paragraph 4.1.

A good faith effort will be made by the Joint Venture to assign tasks to each Party such that are reflected in Attachment "A", Manhour and Direct Cost Schedule. However, each Party expressly agrees that such revenues received may vary without penalty, or recourse upon the other parties.

- 4.3 **MANNING OBLIGATIONS.** Should either Venturer fail to meet its manning obligations, the other Venturer may given written notice of their intent to fill the position. If the failing Venturer has not fulfilled its manning obligations within fourteen (14) days of said written notice the other Venturer may fill the position. All revenues and costs associated with the position remain as indicated in Attachment "A", Manhour and Direct Cost Schedule.
- 4.4 **REIMBURSABLE DIRECT COSTS.** Reimbursable direct costs are those costs incurred by the Joint Venture and reimbursed by the Owner in addition to the labor fee amount. Reimbursable Direct Costs incurred by each Venturer shall be reviewed and approved as required by the Executive Committee. Monthly billings to the Joint Venture by each Venturer shall include reimbursable direct cost amounts for items as included in the Owner/Joint Venture Contract.
- 4.5 **JOINT VENTURE DIRECT COSTS.** Direct Costs incurred by the Joint Venture shall be paid out of the Joint Venture Account. Estimated total amount shall be indicated on Attachment "A". Balance of estimated Joint Venture Direct Costs not expended, or shortfall due to actual Joint Venture Direct Costs exceeding estimated amount, shall be divided in accordance with the percentage in Article 4.1. As used herein, Joint Venture Direct Costs include those expenses set forth in the Agreement with the Owner and may include:
 - 4.5.1 Fees for professional consultants' services by firms other than the Venturers, who are subconsultants to the Joint Venture.
 - 4.5.2 Cost of equipment and supplies purchase by the Joint Venture for use in the Project which are included in the Owner/Joint Venture Contract amount.
 - 4.5.3 Costs incurred by the Joint Venture in conjunction with Joint Venture meetings, excluding travel costs incurred by Venturers.
 - 4.5.4 Expenses for the Financial Officer, bank fees, and accounting fees to support the Joint Venture financial services.
- 4.6 **REIMBURSABLE EXPENSES.** When reimbursable direct costs are paid by the JV and such costs are subsequently determined by the Owner as not eligible for reimbursement under the Contract, then those costs may be invoiced to the JV and

will be determined for payment from the financial gains of the JV, if any, by the Executive Committee.

- 4.7 **ACCOUNTING RECORDS.** Each Venturer shall keep, in accordance with the accounting practice and procedure then being used by it, detailed and accurate records of the direct payroll expense and other reimbursable expenses incurred by it in performance of the Work. The records kept by each Venturer shall be available for inspection by the other Venturer at all times upon reasonable prior written notice up until the time the Joint Venture is required to retain records under the contract between the Joint Venture and the Owner.
- 4.8 **BUDGET CONTROL.** The Manhour and Direct Cost Schedule and included herein as Attachment "A" to this Agreement is the approved basis of the staffing, labor expenses and direct costs of the Project by the Venturers. This Manhour and Direct Cost Schedule shall be reviewed and updated at the beginning of each project phase. Any revisions to the Manhour and Direct Cost Schedule shall be submitted for approval to the Executive Committee.
 - 4.8.1 Each party shall be responsible for performing all services designated to be performed by them in Article 2 within the Manhour and Direct Cost Schedule. The amounts budgeted in the Manhour and Direct Cost Schedule represent the maximum amount of compensation to be paid by the Joint Venture to each Venturer. In the event any Venturer shall exceed any limit set forth in the Manhour and Direct Cost Schedule, the Venturer exceeding the limit shall (i) continue to be responsible for completing all services with respect to that aspect of the Work, (ii) not be paid or reimbursed for the amount of the excess and (iii) the excess amount shall be a loss to the Venturer who exceeded the budget and not a loss or cost to the Joint Venture.
- 4.9 **BANK ACCOUNT.** All receipts paid to or received by the Joint Venture shall be deposited in a special depository bank account which will be in the name of CBRE | Heery + Russell, a Joint Venture. All invoices received by the Joint Venture shall be paid by draft drawn against the Joint Venture account. All drafts drawn on the account of the Joint Venture shall carry two signatures of members of the Executive Committee, one from each Venturer.
- 4.10 **DISTRIBUTIONS.** Invoices submitted for the Joint Venture shall be paid with reasonable promptness, monies on hand permitting.
- 4.11 **CAPITAL CONTRIBUTIONS (WORKING FUNDS).** Should the executive Committee of the Joint Venture determine that capital is required (hereinafter the "Required Capital"), each Venturer shall contribute that percentage of Required Capital equal to the percentage set forth opposite each Venturer's name in paragraph 4.1. After the determination by the Executive Committee of the need for capital contributions is made, should either Venturer upon fourteen (14) days prior written notice from the Financial Officer be unable or refuse to provide the required capital within such fourteen (14) day period, the other Venturer may provide such capital. In the event a Venturer shall default in the payment of Required Capital, until the defaulting Venturer's capital account is rendered current, the Division of Revenues percentages

stated in paragraph 4.1 will be adjusted to provide a proportionate increase in the contributing Venturer's distributive share of Revenues in accordance with the percentage of total capital provided by each Venturer, and provided further that there shall be no corresponding increase of the obligations of the contributing Venturer for any loss or liability of the Joint Venture. In addition, the contributing Venturer's Manhour and Direct Cost Budget will be adjusted to the extent necessary to prevent the contributing venturer from being penalized by virtue of its contribution under this paragraph. No Venturer may voluntarily contribute capital to the Joint Venture without the Executive Committee approval unless said contribution is made with the written consent of the other Venturer. No interest shall accrue on capital contributions to the Joint Venture.

4.12 The Joint Venture shall operate on a calendar year basis. The books and records of the Joint Venture shall be maintained on an accrual basis method.

4.13 WITHDRAWALS AND DISTRIBUTIONS.

4.13.1 Except as provided for elsewhere in this Agreement, no funds shall be withdrawn from the JV except with the written consent of the Executive Committee.

4.13.2 Each Party's share of the of the net financial gain (Profit) as determined in accordance with Article 4 shall be distributed annually or at such other more frequent times as the Executive Committee may decide.

4.13.3 All Parties shall be entitled to be reimbursed from JV for any ordinary and necessary expenses actually incurred in the furtherance of the JV's business. It is contemplated that such expenses shall be approved for payment in advance by the Executive Committee pursuant to a request for reimbursement, which shall include a reasonably detailed statement setting forth the amount and nature of the such expenses. However, such approval shall not be required for the expenses which are clearly reimbursable from the Client and which do not exceed One Hundred Dollars (\$100.00).

4.13.4 No Party shall be entitled to reimbursement for legal fees incurred by it incident to the preparation and negotiation of any of the various agreements involving the contractual relationship between and among the Parties, or for any other legal fees not incurred on behalf of the JV and approved in advance by the Executive Committee.

4.13.5 Withdrawals and Distributions may occur only after:

- (1) completion of the improvements contemplated for the Project;
- (2) paying or providing for the payment of all known costs and expense of the JV;
- (3) setting aside such reserves for unsettled claims and demands and contingencies as the Executive Committee deems proper and advisable; and
- (4) repayment of all loans and return or redistribution of capital contributions and/or loans advanced by the Parties shall the remaining financial gain or loss of the JV with respect to the completion of the Project shall be determined and allocated among the Parties in accordance with their respective Interests.

- 4.13.6 Repayment of loans to the JV shall be made to the Parties in reverse order in which the monies were received by the JV so that the latest monies received will be the first reimbursed. If and when the monies set aside as reserves for the payment of unsettled claims and demands and other contingencies are no longer required, then such monies shall be similarly distributed among the Parties. Notwithstanding the preceding, the Executive Committee may from time to time authorize the reimbursement of monies received by the JV from the Parties in accordance with the respective Interests of the Parties, taking into account and ensuring that reserves exist to meet the outstanding obligations of the JV.
- 4.13.7 If performance of the Contract results in a loss, the Parties shall be obligated for that loss pursuant to each Party's Interests. The liability of the Parties for bearing any loss shall continue with respect to any claims which at any time shall be made against the JV or any of the Parties by reason or carrying out the business of the JV for any matter or thing, in connection therewith.
- 4.13.8 If any Party's share of the loss exceeds the amount of its loans to the JV, such Party shall forthwith pay to the JV the amount of such excess together with the interest due, if any. If any Party fails to pay the amount of such excess, the other Party shall bear the loss and such Party shall be obligated to reimburse the other Party on demand, the amount of the loss or expense incurred by reason of such failure together with interest thereon at the Prime Rate plus two percent (2%).
- 4.13.9 No Party may loan, assign, hypothecate, pledge or otherwise encumber in any way its withdrawals or distributions and anticipated withdrawals and distributions referenced herein without the written consent of each of the other Party to this Agreement with the exception of financial commitments to pay wages and salaries to employees, make payment to normal and necessary vendors providing goods and services in the normal course of the Party's business, make payment of taxes, and to pay invoices of subconsultants whose subconsultant agreements pursuant to the Contract have been approved by One Hundred Percent (100%) of the Executive Committee. Any such unapproved or unauthorized assignment by a Party shall be construed for all purposes as a WITHDRAWAL from the JV by the Party.

ARTICLE 5

TERMINATION AND INDEMNIFICATION

5.1 TERMINATION OF AGREEMENT.

- 5.1.1 **TERMINATION DATE.** This Agreement shall remain in full force and effect until (i) terminated by written agreement of the Venturers hereto or (ii) until all of the purposes for which this Joint Venture has been undertaken and the Project has been accomplished and completed, in which event this Agreement will terminate ninety (90) days after the Joint Venture receives the final payment due from the Owner for the Project. In no event shall this Joint Venture be terminated until all rights and liabilities of this Agreement have been determined and satisfied.
- 5.1.2 **DISSOLUTION OF A VENTURER ("DISSOLVED VENTURER").** If a Venturer ceases business, surrenders its charter, files a petition in Bankruptcy, becomes insolvent or otherwise ceases to perform the Work, then the Joint Venture shall be terminated with respect to such Venturer and determinations of the Executive Committee shall be made by the representative Executive Committee members of the Venturer completing the Project. The other Venturer will complete the Project in process on such date ("Termination Date"). The Venturer completing the Project ("Surviving Venturer") will cause an accrual Basis Balance Sheet to be prepared as of the Termination Date showing a valuation of the Dissolved Venturer's interest in the Joint Venture. The valuation will be made under generally accepted accrual accounting principles. Payment for the Dissolved Venturer's interest will be made as collections are received by the Surviving Venturer. If the aforesaid valuation results in a deficit net worth, then the Dissolved Venturer will be liable for its share of the deficit. Upon the occurrence of one of the above described events, all voting and approval rights will shift and repose exclusively in the surviving Venturer.
- 5.1.3 **SURVIVAL.** Notwithstanding any termination of this Agreement, the provisions of Paragraphs 1.2, 3.4, 5.2, 6.5, and 6.11 shall survive.
- 5.2 **INDEMNIFICATION.** Each Venturer assumes liability and responsibility for its actions, and the actions of its agents or employees and each Venturer expressly agrees to indemnify and hold harmless the other Venturer, and its employees, from any liability, loss, expense, claim, judgment or damage of any kind or nature (including the cost of litigation, reasonable attorneys fees and fees of other experts) to the extent arising or resulting from or attributable to (i) a Venturer's or its employees' negligent or willful acts or omissions, including any fraudulent acts or misrepresentations in the performance or non-performance of its duties and obligations under this agreement and in the performance of the Work; (ii) any breach of this Agreement by the Venturer or (iii) any warranty or representation of a Venturer being incorrect or misleading in any material respect. Additionally, each Venturer agrees that if any Venturer suffers or is held liable for any loss or liability of the Joint Venture which is in excess of that agreed upon hereunder, said Venturer shall be indemnified and held harmless by the other Venturer(s), to the extent of their respective interest in the losses of the Joint Venture specified in Paragraph 4.1 hereof.

ARTICLE 6 ADDITIONAL PROVISIONS

- 6.1 **INSURANCE.** Each Venturer will obtain the insurance with such minimum limits as required by any agreement with the Owner and shall maintain such coverage in force throughout the performance of work on the Project. The cost of such coverage shall not be treated as a Direct Cost or an expense to the Joint Venture. Evidence of the required coverage obtained by each Joint Venture party will be made available to the other Joint Venture party, prior to the execution of this agreement. Each Joint Venture party's coverage will specifically cover their participation in Joint Ventures in general or this Joint Venture in particular.
- 6.2 **PROPERTY.** Property obtained with funds of the Joint Venture shall be designed as Joint Venture Property. Joint Venture Property shall be so recorded in the Joint Venture accounts. Upon termination of the Agreement, the Joint Venture Property shall be disposed of as determined by the Executive Committee.
- 6.2.1 A schedule of property contributed to by each Venturer to the Joint Venture and thereby made Joint Venture Property is attached hereto and incorporated herein by reference as Attachment "B".
- 6.2.2 Property loaned to the Joint Venture for Joint Venture use shall remain the property of the contributing Venturer. Upon termination of this Agreement, or at such other time as the Executive Committee may determine, this property shall be returned to the contributing Venturer.
- 6.2.2.1 A schedule of property made available for Joint Venture use by each Venturer is attached hereto and incorporated herein as Attachment "C".
- 6.3 **DISPUTE RESOLUTIONS.** If a dispute arises out of or relates to this Agreement, or its alleged breach, and if that dispute has not been settled through direct discussions within a reasonable period, the parties to this Agreement agree to first endeavor to settle the dispute in an amicable manner by submitting the dispute to a mutually acceptable mediator under the Construction Industry Mediation Rules, before having recourse to a judicial forum.
- 6.3.1 Should it be determined through litigation proceeding that a party hereto has committed a breach of this Agreement for which the other party is entitled to damages, the other party, as prevailing party, shall be entitled to reasonable attorney's fees, expenses of litigation and all expenses required to recover said damages.
- 6.4 **SCOPE OF AGREEMENT.** The relationship between the Venturers shall be limited to the performance of the Work under the terms and provisions of this Agreement,

which shall be construed and be deemed to be a Joint Venture for the performance only of such Work.

Nothing herein contained shall be construed to constitute the Venturers as partners or to constitute either Venturer the agent (general or otherwise) of the other except to the extent necessary to carry out the specific purpose of the Joint Venture, or in any manner to limit the Venturers, or either of them, in the conduct of their respective business activities in the making of other contracts except as provided for under Paragraph 1.3 or the performance of other work or services on other projects for their own exclusive benefit, or impose any liability upon them except that of performance of the terms and provisions of this Agreement. No Venturer shall have any interest in any business activity conducted by the other Venturer, which is unrelated to the Project.

- 6.4.1 All Work under this Agreement shall be done in a professional manner, and shall be subject to the review and acceptance of the Executive Committee. No work is to be conducted until all required licenses, permits and certificates are obtained. The Venturers represent and agree that they will comply with the Code of Conduct policies located at www.CBRE.com | Heery.com.
- 6.4.2 The Venturers mutually agree to provide qualified personnel required to perform services related to this Agreement subject to the review and acceptance of the Executive Committee and the provisions hereof concerning replacement and removal of personnel.
- 6.5 **CONFIDENTIAL NATURE OF AGREEMENT.** The terms and provisions of this Agreement are confidential and, except as hereinafter provided or as required by law, will not be disclosed to any parties other than the Venturers, and their respective personnel and counsel. If the Owner requires submission of this Agreement, the Venturers agree that this Agreement will be submitted to the Owner with the requirement that the contents hereof shall remain confidential.
- 6.6 **CLAIMS OF CREDITORS, RECEIVERS, TRUSTEES, ETC.** The right of any person, firm or corporation claiming by, through or under either Venturer hereto (including, but not limited to, judgment or other creditors, receivers, trustees, assignees, garnishees, etc.) to assert any claim against the right, title, or interest of either Venturer hereto shall be limited solely to the right to claim or receive, after completion of the Work and after the closing of the accounts of the Venturers, the distributive share, if any, of such Venturer in the net proceeds payable hereunder, whether consisting of the return of any advances of working funds hereunder, profits, earnings or other assets of any kind or nature to which such Venturer is legally entitled subject to the equities of the other Venturer hereto.
- 6.7 **NOTICES.** All notices required to be given or which may be given under any of the provisions of this Agreement by either Venturer hereto to the other shall be given by sending such notice in writing to the Venturer entitled thereto by mail addressed to

the office of such Venturer given below. All notices shall be effective upon hand delivery or five (5) days after deposit with the United States Post Office, postage prepaid certified mail, return receipt requested. Either party hereto shall have the right to specify new and/or one additional address for the delivery of notices pursuant to this paragraph by giving the other Venturer ten (10) days prior written notice in accordance herewith.

CBRE Heery Inc.: Rob Chomiak, 3550 Lenox Road, Suite 2300, Atlanta, GA 30326

H.J. Russell & Company, Inc.: Michael Russell, 171 17th Street, NW, Suite 1600, Atlanta GA 30363

- 6.8 ENTIRE AGREEMENT AND AMENDMENTS. This Agreement constitutes the entire and integrated agreement between the Venturers and supersedes all prior negotiations, representations and agreements between them, either written or oral, relating to this undertaking. This Agreement may not be changed, amended or modified except by written agreement of the Venturers.
- 6.9 SUCCESSORS AND ASSIGNS. This Agreement and all of the terms and provisions hereof shall bind and inure to the benefit of the Venturers hereto and their respective legal representatives, successors and assigns. Neither this Agreement nor any rights hereunder may be assigned, sublet or otherwise transferred in any manner by either Venturer without the prior written consent of the other, which consent shall not be unreasonably withheld, and any such assignment, subletting or other transfer without such prior written consent shall be null, void and of no force and effect whatsoever. Additionally, no Venturer shall subcontract, sublet or assign all or any portion of the Work without the written approval of the Executive Committee. Notwithstanding the foregoing, a Venturer may affect a corporate name change under applicable state law without the consent of the other Venturer and the parties shall work to rename the Joint Venture, if necessary, and otherwise amend the Joint Venture Agreement to the extent so required.
- 6.10 WARRANTIES AND REPRESENTATIONS OF VENTURES.
- 6.10.1 If any Venturer is a partnership, or limited partnership, said Venturer hereby warrants and represents to the other Venturer that (i) said Venturer is a duly formed and validly existing partnership or limited partnership which is qualified to transact business in Georgia, and said Venturer has the right, legal power and authority to enter into this Agreement, (ii) the partnership agreement of said Venturer does not prohibit and expressly permits the partnership and partners to enter into this Joint Venture Agreement, (iii) the execution and performance of this Joint Venture will not constitute a breach of any agreement or restriction, if any, to which the partnership is a party or by which it may be bound, (iv) all requisite partnership action, including action by the partners, if necessary, has been taken by said Venturer to authorize the execution and performance of this Agreement and the consummation of the transaction contemplated hereby, and (v) that the partner executing this Agreement

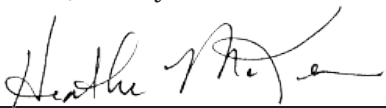
on behalf of the said Venturer has the right, legal power and actual authority to bind said Venturer to the terms and conditions of this Agreement and is the general partner he purports to be.

- 6.10.2 In the event any Venturer who is a party to this Agreement is a corporation, said Venturer warrants and represents to the other Venturer that (i) said Venturer is a duly incorporated and validly existing corporation, which is qualified to transact business in Georgia, and also in the state in which such entity is incorporated, and that said Venturer has the right, legal power and authority to enter into this Agreement, (ii) all requisite corporate action, including action by the Board of Directors of said Venturer, has been taken by said Venturer to authorize the execution and performance of this Agreement and the consummation of the transaction contemplated hereby, (iii) this Joint Venture Agreement will not constitute a breach of any agreement or restriction, if any, to which the corporation is a party or by which it may be bound, and (iv) the individual executing this Agreement on behalf of said Venturer has the right, legal power and actual authority to bind said Venturer to the terms and conditions of this Agreement and is the officer he purports to be.
- 6.10.3 With the exception of those warranties expressly set forth in this Agreement, the parties hereto make no warranties of any kind or nature, express or implied.
- 6.11 **OWNERSHIP AND USE OF WORK PRODUCT.** All reports, schedules, evaluations, and other documentation of any kind or nature (hereinafter "Work Product") produced by any one Venturer for any Project shall be owned by the Venturer who drafted and produced such Work Product and such Work Product may thereafter be used or transferred by the Venturer who drafted and produced such Work Product in any manner without the prior consent of the other Venturer. All Work Product drafted and/or produced jointly by the Venturers, shall be owned jointly by the Venturers with each Venturer owning an equal undivided interest in such Work Product and no Venturer may thereafter use such Work Product without the prior written consent of the other Venturer. All jointly owned Work Product shall be stored by CBRE | Heery and all costs associated with the storage and retention of such materials shall be paid for by the Joint Venture.
- 6.12 **MISCELLANEOUS.**
- 6.12.1 **TIME.** Time is of the essence of this Agreement.
- 6.12.2 **CHANGES TO TERMS OF AGREEMENT.** Venturers agree to review, negotiate, and modify any current terms or additional considerations of this agreement to comply with the Owner contract or individual company requirements subsequent to the date of execution of the Joint Venture Agreement.
- 6.13 **FURTHER ASSURANCES.** The Venturers agree that each will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

- 6.14 **SEVERABILITY OF PROVISIONS.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If, for any reason, any provision of this Agreement shall be declared void and unenforceable by any court of law or equity, the deletion shall only affect such particular portion or paragraph of this Agreement, and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- 6.15 **WAIVER.** No failure of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- 6.16 **CHOICE OF LAWS.** This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
- 6.17 **PUBLIC RELATIONS.** Public relations efforts shall be carried out through policies established by the Executive Committee. Wherever possible, the Name (see 1.2) shall be accompanied by the phrase "A Joint Venture." Each individual firm may use the Joint Venture Project in private brochures and presentations not relative to the Joint Venture Project. An example of the type of identification in such material is "The Joint Venture of CBRE | Heery and Russell."
- 6.18 **CONTRACTS.** All agreements, including all amendments, changes, offers, acceptances or counteroffers, entered into or made by the Joint Venture with the Owner, consultants and other contracts concerning professional services, shall require two signatures consisting of the signature of one representative Executive Committee member from each Venturer. Any agreement, amendment, change, offer, acceptance or counteroffer which is not so executed shall be void and unenforceable against the Joint Venture.
- 6.19 **PLACE OF BUSINESS.** 3550 Lenox Road, Suite 2300, Atlanta, Georgia 30326 shall be the official business address for the Joint Venture. Each Venturer will secure all necessary licenses and permits to permit its employees and agents to perform services under this Agreement and under any Agreement of the Joint Venture with the Owner. Other offices may be designated for the Joint Venture from time to time by majority vote of the Executive Committee.
- 6.20 **AUDIT.** If the Joint Venture Executive Committee elects to require a certified independent audit, the expense of the audit will be an expense of the Joint Venture.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED TO BE EFFECTIVE THE
DAY AND YEAR FIRST WRITTEN:

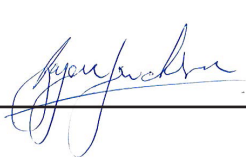
FOR CBRE | Heery

By: 

(Print Name) Heather McKeen

(Title) Managing Director

FOR: Russell

By: 

(Print Name) Bryan Jackson

(Title) VP of Program Management

ATTACHMENT A
MANHOUR AND DIRECT COST BUDGET

As this is a Standby Professional Services Contract, Project Positions, Personnel Assignments, and Direct Costs are to be determined based on the project assignments from the Owner.

ATTACHMENT B

SCHEDULE OF PROPERTY CONTRIBUTED TO THE JOINT VENTURE

As this is a Standby Professional Services Contract, Property contributions are to be determined based on the project assignments from the Owner.

ATTACHMENT C

SCHEDULE OF PROPERTY LOANED TO THE JOINT VENTURE

As this is a Standby Professional Services Contract, loaned Property is to be determined based on the project assignments from the Owner



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountygga.gov

Main: (404) 612-6300

December 9, 2019

Mr. Michael B. Russell
H.J. Russell & Company, Inc
171 17th Street NW
Suite 1600
Atlanta, GA 30363

Dear Mr. Russell:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery
Contract Compliance Administrator

THIS CERTIFIES THAT

H. J. Russell & Company



* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 926110; 531311; 236220; 236210; 236116

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

06/30/2020

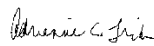
Issued Date

AT01377

Certificate Number

06/30/2021

Expiration Date


Adrienne Trimble



Stacey Key, President and CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountygga.gov

Main: (404) 612-6300

January 10, 2020

Mr. Donald Gray
Fitzgerald Collaborative Group, LLC
1201 W. Peachtree Street
Suite 630
Atlanta, GA 30309

Dear Mr. Gray:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery
Contract Compliance Administrator

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
10/30/2018

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

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

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 8003630105	
	E-MAIL ADDRESS:	
INSURED CBRE Group, Inc. and Subsidiaries 400 S Hope Street Los Angeles CA 90071 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIG Europe Limited	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
		NAIC #

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570073725268

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			PSDEF1800558 Errors & Omissions SIR applies per policy terms & conditions	11/01/2018	11/01/2019	Per Claim/Aggregate SIR	\$5,000,000 \$5,000,000

Certificate No : 570073725268

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

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

CBRE Group, Inc. and Subsidiaries 400 S Hope Street Los Angeles CA 90071 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2019

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

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

PRODUCER Aon Risk Services of the Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C, NO. EXT): (866) 283-7122 PHONE (A/C, NO.): (800) 363-0105 E-MAIL ADDRESS: 														
INSURED CBRE Group, Inc., and Subsidiaries 400 S. Hope Street Los Angeles, CA 90071	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER C: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D: Factory Mutual Insurance Company</td> <td>21482</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: ACE Property & Casualty Insurance Co.	20699	INSURER C: American Zurich Insurance Company	40142	INSURER D: Factory Mutual Insurance Company	21482	INSURER E:		INSURER F:	
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INSURER A: Zurich American Insurance Company	16535														
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INSURER C: American Zurich Insurance Company	40142														
INSURER D: Factory Mutual Insurance Company	21482														
INSURER E:															
INSURER F:															

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLO838419917	3/1/2019	3/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$2,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000																		
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PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> _____ <input type="checkbox"/> _____						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)																			
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			G27952501004	3/1/2019	3/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$8,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$8,000,000</td></tr> </table>	EACH OCCURRENCE	\$8,000,000	AGGREGATE	\$8,000,000								
EACH OCCURRENCE	\$8,000,000																		
AGGREGATE	\$8,000,000																		
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC914176313 WC838419520	3/1/2019	3/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td> <td><input type="checkbox"/> OTH - ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH - ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH - ER																		
E.L. EACH ACCIDENT		\$1,000,000																	
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																	
E.L. DISEASE-POLICY LIMIT		\$1,000,000																	
D	BUSINESS PERSONAL PROP & TENANT IMPROVEMENTS			1047851	3/1/2019	3/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>All Risk Form, \$10,000 Deductible, Replacement Cost</td><td style="text-align: right;">\$1,000,000</td></tr> </table>	All Risk Form, \$10,000 Deductible, Replacement Cost	\$1,000,000										
All Risk Form, \$10,000 Deductible, Replacement Cost	\$1,000,000																		

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

Certificate Holder is an Additional Insured on the Commercial General Liability policy when agreed to in a written agreement with the Insured.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.



CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)

9/4/2019

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

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PRODUCER	Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED 1432859	H.J. Russell & Company 171 17th Street NW Suite 1600 Atlanta GA 30363	INSURER A : Liberty Mutual Fire Insurance Company	
		INSURER B : American Guarantee and Liab. Ins. Co.	
		INSURER C : Employers Insurance Company of Wausau	
		INSURER D : The First Liberty Insurance Corporation	
		INSURER E :	
		INSURER F :	

COVERAGES 1188311

CERTIFICATE NUMBER: 14166794

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	TBC-Z91-464544-039	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS2 -Z91-464544-019	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$0	N	N	TH7-Z91-464544-09 AEC 0183567-04	9/1/2019 9/1/2019	9/1/2020 9/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCC-Z91-464544-029	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

14166794

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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EXHIBIT H

PROJECT DELIVERABLES

PROJECT DELIVERABLES

Deliverables may be requested at 30%, 60%, 90%, 95% and 100% milestones of deliverables associated with each task order that is issued. All applicable Federal, State laws; and County ordinances, codes, rules and regulations of all authorities having jurisdiction over the construction of the project shall be followed.

The Prosper shall utilize CADD; object based drawing formats for the preparation of drawings. This format will be used for architectural and engineering disciplines.

Drawings for each task order/scope of work, shall be printed on 30 inch x 42 inch paper drawing sheets for full size documents, to an appropriate scale. Additionally, drawings must be transmitted electronically in PDF file format when requested by the County. Specifications and reports required in each task order/scope of work shall be 8 1/2" inches X 11 inches except as indicated otherwise and must be transmitted in PDF file format when requested by the County.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
04/08/2021

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PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 8003630105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="795 462 1380 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 462 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="795 514 1380 546">INSURER A: American International Group UK Ltd</td> <td data-bbox="1380 514 1520 546">AA1120187</td> </tr> <tr> <td data-bbox="795 546 1380 577">INSURER B:</td> <td data-bbox="1380 546 1520 577"></td> </tr> <tr> <td data-bbox="795 577 1380 609">INSURER C:</td> <td data-bbox="1380 577 1520 609"></td> </tr> <tr> <td data-bbox="795 609 1380 640">INSURER D:</td> <td data-bbox="1380 609 1520 640"></td> </tr> <tr> <td data-bbox="795 640 1380 672">INSURER E:</td> <td data-bbox="1380 640 1520 672"></td> </tr> <tr> <td data-bbox="795 672 1380 686">INSURER F:</td> <td data-bbox="1380 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American International Group UK Ltd	AA1120187	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: American International Group UK Ltd	AA1120187														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED CBRE Group, Inc. and Subsidiaries 2100 McKinney Avenue Suite 1250 Dallas TX 75201 USA															

COVERAGES **CERTIFICATE NUMBER:** 570086955763 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			PSDEF2000558 Errors & Omissions SIR applies per policy terms & conditions	11/01/2020	11/01/2021	Per Claim/Aggregate SIR \$5,000,000 \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract No. 20RFP124887K-BKJ.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Attn: Purchasing Department 130 Peachtree Street SW, Suite 1168 Atlanta GA 30303-3459 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/08/2021

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

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 50%;">PHONE (A/C. No. Ext): (866) 283-7122</td> <td style="width: 50%;">FAX (A/C. No.): 800-363-0105</td> </tr> </table> E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000034452	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105												
PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105														
INSURED CBRE Group, Inc. and Subsidiaries 2100 McKinney Avenue Suite 1250 Dallas TX 75201 USA	<table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Factory Mutual Insurance Co.</td> <td>21482</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Factory Mutual Insurance Co.	21482	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Factory Mutual Insurance Co.	21482														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570086955767 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract No. 20RFP124887K-BKJ.

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	1077900	03/01/2021	03/01/2022	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
		BASIC				BUSINESS INCOME	
		BROAD				EXTRA EXPENSE	
		SPECIAL				RENTAL VALUE	
		EARTHQUAKE				BLANKET BUILDING	
		WIND				<input checked="" type="checkbox"/> BLANKET PERS PROP	\$1,000,000
		FLOOD				BLANKET BLDG & PP	
	<input checked="" type="checkbox"/>	ALL RISK-Subject to Exclusions				<input checked="" type="checkbox"/> Business Income & Ex	Included
	<input checked="" type="checkbox"/>	Blkt PP Ded					
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
		NAMED PERILS					
	<input type="checkbox"/>	CRIME					
		TYPE OF POLICY					
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

570086955767

CERTIFICATE NUMBER:

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is evidence only of property insurance covering CBRE owned personal property and improvements and betterments in CBRE offices in the United States.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street SW, Suite 1168
Atlanta GA 30303-3459 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
04/08/2021

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

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

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED CBRE Group, Inc. and Subsidiaries 2100 McKinney Avenue Suite 1250 Dallas TX 75201 USA	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Zurich Ins Co</td> <td>40142</td> </tr> <tr> <td>INSURER C: ACE Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER D: Navigators Insurance Co</td> <td>42307</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C: ACE Property & Casualty Insurance Co.	20699	INSURER D: Navigators Insurance Co	42307	INSURER E:		INSURER F:	
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COVERAGES
CERTIFICATE NUMBER: 570086955765

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL0838419919	03/01/2021	03/01/2022	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
							MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			G27952501006	03/01/2021	03/01/2022	EACH OCCURRENCE \$8,000,000
	<input checked="" type="checkbox"/> RETENTION \$10,000						AGGREGATE \$8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			wc838419522	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: Contract No. 20RFP124887K-BKJ. Fulton County Government is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government Attn: Purchasing Department 130 Peachtree Street SW, Suite 1168 Atlanta GA 30303-3459 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Holder Identifier : E

Certificate No : 570086955765



CBRE Group, Inc.
GLO 8384199-19
Eff 03-01-2021

POLICY NUMBER: GLO 8384199-19

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that the insured has agreed by written contract or written agreement to name as an additional insured and executed prior to the occurrence of any loss.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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