



City of Fairburn City Council Agenda

September 25, 2023
7:00 PM

The Honorable Mayor Mario Avery

The Honorable Mayor Pro-Tem Linda J. Davis
The Honorable Alex Heath
The Honorable Hattie Portis-Jones

Mr. Tony Phillips
Mr. Rory Starkey
Ms. Brenda B. James

The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood
The Honorable James Whitmore

City Administrator
City Attorney
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Invocation: Pastor Deris Coto, First Baptist Church of Fairburn
- IV. Pledge of Allegiance:
- V. Presentations and Proclamations:
- VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes. However, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further, in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided later.
- VII. Adoption of the City Council Agenda:
- VIII. Approval of the Minutes:
 - 1. Approval of the minutes: Council Meeting Minutes of September 11, 2023:
- IX. Public Hearings:
 - 2. Rezoning request from PD (Commercial) to PD (Residential), Durham Lakes - Development Area 5

Recommendation: The applicant is working on updates to the site plan and building elevations. Staff recommends the public hearing be continued until the next public meeting. **(Planning & Zoning)**

X. Consent Agenda:

3. On-Call Mechanical Services Contract Award

Recommendation: Request Mayor and Council approval to award ITB 23-019, On-Call Mechanical Services for the City of Fairburn, to 5 Seasons, ARS Mechanical, and Max Air Mechanical, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney. **(Buildings)**

4. On-Call Electrical Services Award

Recommendation: Request Mayor and Council approval to award ITB 23-020, On-Call Electrical Services for the City of Fairburn, to Face N Son's, Capital City Electrical Services and Brown Electrical, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney. **(Buildings)**

5. On-Call Plumbing Services Award

Recommendation: Request Mayor and Council Approval to award ITB 23-021, On-Call Plumbing Services for the City of Fairburn, to B&W Mechanical Contractors, Delta Plumbing and KEG Plumbing, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney. **(Buildings)**

6. On-Call Roofing Services Award

Recommendation: Request Mayor and Council approval to award ITB 23-022, On-Call Roofing Services for the City of Fairburn, to M. Mitchell Group, Roofing Services Technology Partners, and Rycars Construction, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney. **(Buildings)**

7. Music Education Group MOU

Recommendation: Request Mayor and Council approval of the 2023 - 2024 Music Education Group Memorandum of Understanding to provide music education programming to the youth of Fairburn. **(Parks & Recreation)**

XI. Regular Agenda Items:

8. Flock Safety 5-Year Contract

Recommendation: Request Mayor and Council approval of a 5-year contract with Flock Safety to lock in the rate of \$2,500 per camera and authorize the Mayor to execute the contract with such changes as are recommended by the City Attorney.

(Police)

9. Temporary Fire Station Apparatus Bay Overhead Doors

Recommendation: Request Mayor and Council approval for the purchase and installation of overhead doors for Temporary Fire Station Apparatus Bay located at 8563 Bohannon Road in an amount not to exceed \$57,731.00, utilizing GSA vendor DH Pace (Overhead Door of Atlanta). **(Buildings)**

10. Janitorial Services Contract

Recommendation: Request Mayor and Council approval to award RFP 23-011 for Janitorial Services (various buildings) to RZA Facility Services in an amount not to exceed \$107,136 and to authorize the Mayor to execute an agreement in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney. **(Buildings)**

11. Furniture for Education Campus Classroom Building # 2

Recommendation: Request Mayor and Council approval for the purchase and installation of furniture for classroom building 2 at the Fairburn Education Campus located at 314 NW Broad Street in an amount not to exceed \$112,212.90, utilizing Vari Sales Corporation. **(Buildings)**

12. Adoption of 2023 Millage Rate

Recommendation: Request Mayor and Council approval of a Resolution to adopt General Obligation (G.O.) Bonded Indebtedness Rate and a Millage Rate for the City of Fairburn for the 2023-2024 Fiscal Year. **(Finance)**

13. Adoption of the Fiscal Year 2023-2024 Budget

Recommendation: Request Mayor and Council approval of an Ordinance to establish the budget for Fiscal Year 2023-2024 to commence October 1, 2023, through September 30, 2024, and for other related purposes. **(Finance)**

XII. Reports:

14. Finance Director Monthly Report:

15. City Administrator's Monthly Report:

XIII. Council Comments:

XIV. Adjournment:

When an Executive Session is required, one will be called for the following Issues:

(1) Personnel (2) Real Estate or (3) Litigation



**City of Fairburn
Council Meeting Minutes
September 11, 2023
7:00 pm**

I. Roll Call by City Clerk, Brenda James found the following members present:

The Honorable Mayor Pro-Tem Linda J. Davis	The Honorable Hattie Portis-Jones
The Honorable Alex Heath	The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood	The Honorable James Whitmore

II. The meeting was called to order by the Honorable Mayor Avery.

Also present was City Administrator Tony Phillips, Assistant City Administrator Jamila Criss, City Attorney RK Starkey, Assistant City Attorney Serena Nowell, City Attorney Valerie Ross, and City Clerk Brenda James.

III. The invocation was provided by Pastor Carnetta Frazier, Love Deliverance Outreach.

IV. Pledge of Allegiance was in Unison.

V. Presentations and Proclamations: N/A

VI. Public Comments:

Jonathan Hall said he was the proud principal of Global Impact Academy. He is from North Carolina and graduated from Morehouse College and taught previously at Creekside High School and was Assistant Principal at Fayette County High School. He lives in Fairburn and is excited to be a Fairburnite and wants to get to know the Mayor and Council.

VII. Adoption of the City Council Agenda:

Councilman Whitmore made a motion to adopt the agenda as presented, with Councilman Heath providing the second. **The motion carried unanimously.**

VIII. Approval of the Minutes:

1. Approval of the minutes Regular Council Meeting Minutes of August 28, 2023

Councilman Whitmore made a motion to approve the minutes as written, the second was provided by Mayor Pro Tem Davis. **The motion carried unanimously.**

IX. Public Hearing:

2. Rezoning request from PD (Commercial) to PD (Residential), Durham Lakes – Development Area 5

Planning and Zoning Director, Denise Brookins presented this item and said the applicant requested a continuance of the public hearing for the rezoning request.

Councilman Heath made a motion to continue this rezoning request until the next regular meeting of September 25, 2023. The second was provided by Mayor Pro Tem Davis. **The motion carried unanimously.**

3. Fairway Foodies – Swing Golf Mobile Food Truck

Planning and Zoning Director, Denise Brookins presented this item and said the subject parcels are located along Senoia Road, between Milam and Landrum Roads. The applicant is a local business owner that has provided a new miniature golf site and they initially wanted to expand to provide dining establishments. Per our city ordinance, they are required to get a use permit approved before having food trucks on-site full time. Staff is recommending approval of the request.

Mayor Pro Tem Davis made a motion to open the public hearing, with Councilman Heath providing the second. **The motion carried unanimously.**

In Favor:

Nakedra Taylor
Richard Taylor

In Opposition: None

Councilwoman Portis-Jones made a motion to close the public hearing, with Mayor Pro Tem Davis providing the second. **The motion carried unanimously.**

Councilman Whitmore made a motion to approve the Ordinance to permit a use permit to allow mobile food trucks, with Mayor Pro Tem Davis providing the second. **The motion carried unanimously.**

Councilwoman Portis-Jones asked how many food trucks allowed given the property size. Ms. Brookins stated there are limitations in the supplemental regulations that the applicant would have to adhere to, there is not a certain number but there is a limit to the amount of space and options they could provide. The purpose of the supplemental regulations is to make sure that we allow food trucks but to also balance that with all the restaurants that are brick and mortar establishments.

Councilwoman Portis-Jones had questions regarding parking. Ms. Brookins replied and said they would have to come into the driveway and park, the food trucks would be primarily parked in the front.

Councilman Whitmore asked the owners if they had future plans on expanding their parking lot. Mr. Taylor said it's been expanded already, and we can accommodate about thirty-five vehicles including two ADA handicap parking spaces along with the food trucks. They will only allow two or three food trucks on the property at a time. Councilman Whitmore said it was great attending the ribbon cutting and to see the excitement in adults and children. Having a variety of food trucks is a plus and will help increase the ability to draw people in.

Councilman Smallwood asked who was responsible for paving the parking lot and what was the plan for paving the parking lot. Ms. Brookins said the applicant would be responsible for any on-site conditions. Mr. Taylor said they plan to continuously perform maintenance and update the experience for everyone. They just opened on June 10th with Phase I and as they generate revenue, they plan to enhance things like the parking lot.

Mayor Avery asked if they were planning an event this Friday and if they have considered an agreement with neighboring locations for parking. Mr. Taylor said yes, they have made an agreement with the car lot next door to use their front lawn for overflow parking if needed.

4. Public Hearing on the Proposed Fiscal year 2023 – 2024 Annual Budget

Finance Director, Bryan Stephens presented this item and said he brings the Proposed FY 2023 2024 annual budget to Mayor and Council to provide citizen discussion. The General Fund budget is \$29,167,090, and other funds proposed budget is \$43,609,960, for a grand total of \$72,777,050. He highlighted a couple of items to include a 3% COLA for all employees and said we have a new pay scale for Public Safety, which includes Fire and Police. We are making our initial investment in Architectural Design for our new Public Safety center. The Blight Abatement Program is in this budget as well as street sweeping services and the construction on Fire Station #23, we anticipate groundbreaking before the end of the year.

Councilman Whitmore made a motion to open the public hearing, with Mayor Pro Tem Davis providing the second. **The motion carried unanimously.**

In Favor: None

In Opposition: None

Councilman Smallwood made a motion to close the public hearing, with Councilwoman Portis-Jones providing the second. **The motion carried unanimously.**

Councilwoman Portis-Jones said we've done exhaustive review and had numerous meetings regarding the budget and appreciates all the efforts put forth by the departments and city administration. She appreciates Mr. Stephens sharing with the public the status of some lingering projects that have been put off for a long time, like the fire station.

X. Regular Agenda Items:

5. Georgia Recreation and Park Association (GRPA) BOOST Grant Memorandum of Understanding

Parks and Recreation Supervisor, Jada Berry presented this item and said they are requesting approval of the 2023–2024 Georgia Recreation and Park Association Afterschool Memorandum of Understanding for the BOOST Program. The Fairburn Parks and Recreation Department received an award of \$20,000 from GRPA Building Opportunities Out-of-School Time (BOOST) Afterschool Program Grant. The department developed an after-school program designed to support students in building a stronger academic foundation. We aim to bridge the educational gap through literacy enrichment, health and wellness, and STEAM programming. The BRIDGE Afterschool program will include the following focus areas: academic reinforcement, learning acceleration, health and wellness, character, and leadership development, exposure, and innovation. The program will follow the Fulton County Schools academic calendar that starts October 2023 and runs through May 2024.

Councilwoman Portis-Jones made a motion to approve the 2023–2024 Georgia Recreation and Park Association Afterschool Memorandum of Understanding for the BOOST Program. The second was provided by Councilman Whitmore. **The motion carried unanimously.**

XIII. Council Comments:

Councilman Whitmore said staff is doing what they do, and the budget process was good with great information. He is happy about the 3% COLA and is glad it was included in the budget. Since the pandemic, there are a lot of families out there suffering and we must consider our employees as well. This is letting our employees know that this government and administration cares and we are working to ensure that we do the right thing for our employees. He was very excited about the street sweeping services and congratulated Principal Hall with Global Impact Academy and looks forward to future dialogue with him.

Councilwoman Portis-Jones congratulated Principal Hall, it's fantastic he is with Global Impact Academy and looks forward to a continued relationship. She thanked Dana Smith and Jamila Criss for thinking outside the box, the 3D rendering of Fire Station #23 has taken Fairburn to another level.

Councilman Heath said today is the 22nd Anniversary of 9/11. He asked we keep all the

families that were affected in our prayers. He sent kudos to city administration, our police officers and firemen, our street department workers that keep our city looking nice.

Councilman Pallend thanked Councilman Heath for commenting on today's date, 9/11 as he has emotional connection to that building. It sent his son off to war twice with the first Marine Division because of that. Let's not forget the importance of that day and what it means to so many families.

Mayor Pro Tem Davis said she dittoed her colleagues and their comments in reference to our staff. It is absolutely amazing the standard of excellence that has increased, improved and consistency in a year and a half. We just can't give enough kudos to our staff, our administrators, and department directors. We are lifting up our employees with the appropriate pay scale and showing how important they are to the city because without them, we cannot do our vision, or our 3 R's. She thanked the mayor and administration for a lot of ribbon cuttings in the last year and a half for our small businesses and feels that is critical in assisting them in getting started.

Councilman Smallwood said Fulton County schools, that's beautiful. He applauded and saluted Principal Hall for what he is about to do with Global Impact Academy. He shouted out to all our departments. He lives and serves here and knows they are doing everything possible to make sure our city is situated to succeed. We have standards, ordinances, and services in place.

City Administrator Tony Phillips said we still have Utility Assistance available for residents of Fairburn. We will be at the City Annex Building tomorrow on Washington Street from 9 to 5 tomorrow. We encourage anyone who may need utility assistance who are delinquent or in arrears on your utility bills, there is up to \$250 available and \$350 for our seniors.

Mr. Phillips acknowledged we had the homegoing services for one of our own, Mr. Randy Allen, on Saturday. It was a beautiful service, he touched a lot of our employees and staff. He thanked the Mayor and Ms. Criss for being there to support the family. Our prayers and thoughts are still with his family.

Mayor Avery thanked all employees that attended the wake for Mr. Allen, as he was part of our family. He publicly acknowledged Mr. Eldrin Bell, former Chair, for attending tonight's meeting. Mayor Avery discussed the Park and Recreation Master Plan and advised citizens that their input is needed. The information we are acquiring from these in-person meetings will go into a plan, and it will be based off the results we get.

Mr. Phillips encouraged all residents who couldn't attend the initial session to attend the next in-person meeting. We are working on the date, it will be advertised on the City's website under Parks and Recreation, you can participate in an online survey. This Park's Master Plan is designed from square one to be collaborative, we need the voice of our residents, our communities, our neighborhoods. Your input is going to help craft

a roadmap that we're building in the next decade. We're looking not only in our Flagship Park at Duncan Park, but a Parks system across Fairburn. We've grown a lot and we need additional parks. We need different types of parks, we need different types of programming and the way we figure those answers out is by talking to our residents. You can also participate online, please give us your feedback.

Mayor Avery emphasized on how we need citizens input on the Parks Master Plan. He announced that on Third Friday, we celebrate Hispanic Heritage month and said we need your support. The Fairburn Fall Festival is four Saturday's away, please bring your children and your parents, we will have a lot of guests in our city that day. Our goal is to max what we did in 2017 where we brought over 30,000 people to this city. He thanked Principal Hall and looked forward to him being in the parade as we celebrate Educators. The budget process was lots and lots of hours and thanked every department head that played a role in the process, for the level of excellence. We want to remain competitive as we maintain our workforce.

XIV. Adjournment:

Mayor Pro Tem Davis made motion to adjourn the meeting at 7:45 pm, with Councilman Heath providing the second. **The motion carried unanimously.**

Brenda James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Rezoning request from PD (Commercial) to PD (Residential), Durham Lakes - Development Area 5

ITEM TYPE: Ordinance

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and City Council to consider the request to amend and rezone the Master Plan Planned Development (PD-02) zoning district of Durham Lakes Golf and Country Club, Development Area 5, to permit 108 townhomes.

HISTORY:

The Durham Lakes Golf and Country Club rezoning was approved in 2003 as a planned, mixed-use development consisting of 570.45 acres. The approved uses included single-family detached residential, retail and office commercial and an 18-hole golf course. The first public hearing was held on August 14, 2023.

FACTS AND ISSUES:

Rezoning of 13.356 acres, from PD-02 to PD. The applicant is requesting approval to amend and rezone the Master Plan Planned Development (PD-02) zoning district of Durham Lakes Golf and Country Club, Development Area 5 to permit 108 townhomes.

Parcel ID: 07 270001681935

Location: (Development Area 5) - Intersection of John Rivers Rd & Roosevelt Hwy

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

The applicant is working on updates to the site plan and building elevations. Staff recommends the public hearing be continued until the next public meeting.

ATTACHMENTS:

1. Durham Lakes Staff Report_Final_MCC (2)
2. Draft_Durham Lakes_ Ordinance and Conditions (1)
3. Application Materials and Narrative_Durham Lakes
4. Site Plan_JHJ (2)
5. Attorney Agent Form
6. Buffer Update_Durham Lakes_
7. Traffic Statement_Durham Lakes_Area 5
8. 2003_Original _Zoning Ordinance and Conditions (1)
9. Original_Durham Lakes Development Site Plan

**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

To: Planning and Zoning Commission

From: Denise Brookins

Date: August 8, 2023, Planning and Zoning Commission

Agenda Item: PZ23011 - Rezoning: from PD to PD - Durham Lakes (Development Area 5) - Intersection of John Rivers Rd & Roosevelt Hwy

APPLICANT/PETITIONER INFORMATION

Property Owner	Petitioner
10364 JHJ LLC	John Hardy Jones (10364 JHJ LLC)

PROPERTY INFORMATION

Address, Parcel Number	0 John Rivers Rd, Parcel No. 07 270001681935
Frontage:	John Rivers Rd
Area of Property:	Development Area 5 (13.35 acres)
Existing Zoning and Use:	Planned Development Commercial Land Use and Undeveloped
Overlay District:	N/A
Prior Zoning Cases/History:	Rezoning Approved August 12, 2003, PD-02, Durham Lakes Golf and Country Club
2035 Comprehensive Future Land Use Map Designation:	Medium Density Residential – this residential character area is meant to promote a tight knit, more walkable community with lots that are one fourth of an acre or smaller.
Proposed Zoning:	Planned Development – Single Family Attached Dwelling Residential Land Use

INTENT

Rezoning of 13.356 acres, from PD (Commercial) to PD (Residential). The applicant is requesting approval to amend and rezone the Master Plan Planned Development (PD) zoning district of Durham Lakes Golf and Country Club, Development Area 5 to permit 108 townhomes.

EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

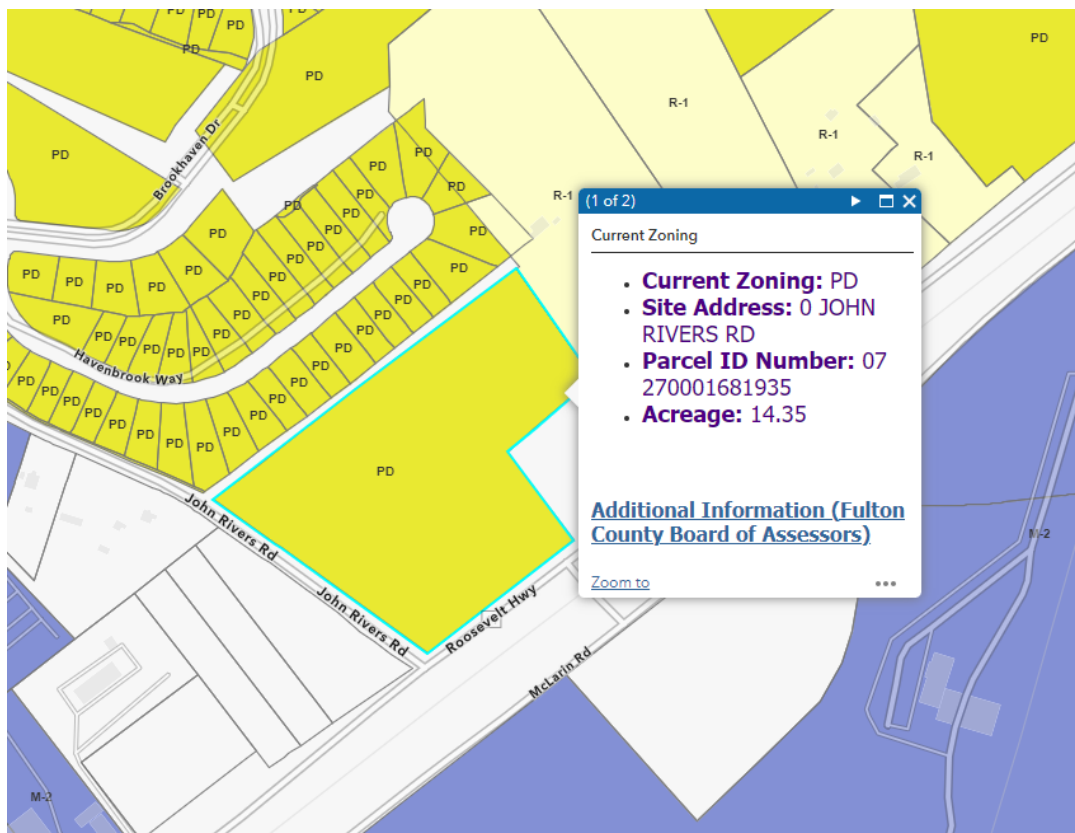
North: PD (Planned Development)

East: R-1 (Single-Family Residential District)

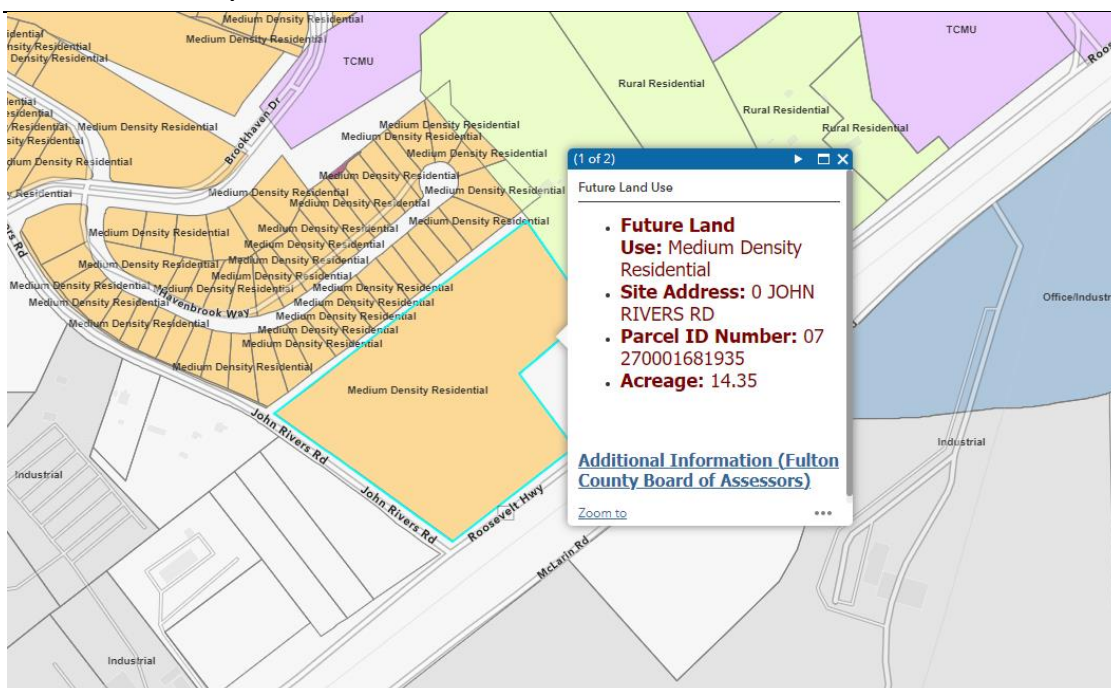
South: M-2 (Heavy Industrial)

West: Outside of the city limits

Zoning Map:



Future Land Use Map:



Site Pictures:



BACKGROUND

The subject parcel is located in development area 5 of the Durham Lake Golf and Country Club master planned community. When this development was originally annexed into the city, it was known as the Bear Claw Golf and Country Club, and it covered approximately 700 acres. Subsequently two major projects were split off from the original development, the Harbor Lakes Apartment, and the Parks at Durham Lakes Subdivision. The Durham Lake Golf and Country Club rezoning was approved on August 11, 2003, as a planned, mixed-use development consisting of 570.45 acres. The approved uses included single-family detached residential, retail and office commercial and an 18-hole golf course.

Summary of the master plan amendment and rezoning request:

II -Previously Permitted Uses

Single-Family Detached Residential Dwellings

Retail and Office Commercial

18-hole Golf Course

Accessory Buildings and Uses Incidental to the Above Use

Home Occupations

Amenity Buildings, Facilities and Lands

Publicly Owned Building, Facility and Lands

II -Proposed Permitted Use

- Single Family Attached Residential Dwellings

III-Previously Approved Development Standards

Area 5:

- 5-A. Development Area 5 is the retail/office commercial and single family attached residential component of this mixed-use Development project. It is comprised of 71.4 acres.
- 5-B. The total floor area of commercial space shall not exceed 714,000 square feet.
- 5-C. All the developments within this commercial area shall be in accordance with the requirements of Section 4.16 C-2 Highway Commercial District-

III-Proposed Rezoning Development Standards:

Area 5:

- Proposed 5.D. Single-Family Attached Dwelling Units
- Proposed 5-E. Maximum Number of Residential Lots = 108
- Proposed 5-F. Minimum Land Area Per Dwelling =1,200 square feet.
- Proposed 5-G. Minimum Heated Floor Area = 1,000 square feet
- Proposed 5-H. Minimum Dwelling Unit Width= 22 feet.
- Proposed 5-I. Minimum Front Yard= 15' Local/25' Collector
- Proposed 5-J. Minimum Side Yard= 10 feet (20 ft Building Separation)
- Proposed 5-K. Proposed Max Lot Coverage = 65%

BEAR CLAW
Golf and Country Club

Public Participation:

The applicant held two community meetings. The first meeting was completed on Thursday, May 22, 2023, at 6:00 p.m. at the Durham Lakes Club House [156 Durham Lake Pkwy, Fairburn], and the second meeting was virtual on June 22, 2023. Eleven property owners were at the first meeting, and attendance was significantly higher during the virtual meeting. The meeting attendees expressed concerns about the following issues:

1. Rental Restrictions/Short-Term Rentals
2. Define Medium Density
3. Parking Spaces, Noise, and Traffic Congestion
4. The request might encourage more commercial developments
5. Price point and property values
6. Fencing/Buffers
7. Demographic shift from families
8. HOA Control and Amenities
9. Neighborhood Character/Elevations/Design

STAFF COMMENTS**A. Fire Department:****THE CODE OF ORDINANCES OF FAIRBURN, GEORGIA**

Sec. 29-2. - International Fire Code amendments.

(a)Modify the International Fire Code to include:

(1)Appendix B, Fire-Flow Requirements for Buildings.

(2)Appendix C, Fire Hydrant Locations and Distributions.

(3)Appendix D, Fire Apparatus Access Roads.

International Fire Code (IFC)

Appendix D, Fire Apparatus Access Roads.

Section D107 One- or Two-Family Residential Developments

- D107.1 Developments of one- or two-family dwellings where the number of dwelling units exceed 30 shall be provided with two separate and approved fire apparatus access roads.
- Only see one entrance into this section of houses.

B. Traffic Review:

In accordance with Fairburn Municipal Code Section 71-40, ADT volume along John Rivers Rd, as well as distribution of daily traffic volumes, is needed to demonstrate that the volume along the facility with the generated traffic is lower than 2,000 vehicles per day.

If this cannot be demonstrated, an acceleration lane is required at the site access point in addition to the deceleration lane in the current site plan.

C. Community Development/Public Works Comments:

1. Every developer of lands within the City of Fairburn shall provide the public improvements included in this chapter 71 of the City of Fairburn Code of Ordinance and other pertinent ordinances, codes, and regulations of the city. These public improvements, together with associated rights-of-way, easements, and other lands, shall be provided at no cost to the city and shall be dedicated or otherwise transferred, as required, to the public in perpetuity and without covenant or reservation. [Sec. 71-4]

2. When property fronting on a city street is to be developed or when the property is to be accessed from a city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required along the existing road across the entire property frontage at no cost to the city. [Sec. 71-37 (a)]

Show the installation of roadway improvements (curb & gutter, drainage, etc.) along John Rivers Road and Roosevelt Highway/SR 14 on the Concept Plan.

3. Additional Street right-of-way width may be required to be dedicated at intersections or other locations fronting the property where turning lanes, storage lanes, medians, islands, or realignments are required for traffic safety and minimum right-of-way standards would be inadequate to accommodate the improvements. [Sec. 71-36 (c)]

4. The developer shall be responsible for the cost of relocation and/or modifications of public and/or private utilities as necessitated by the required street improvements. [Sec. 71-37 (c)]

5. Turning lanes may be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer.

When provided, turning lanes shall meet the following criteria:

- Provide not less than 150 feet of storage length for arterial roadways.
- Provide not less than 100 feet of storage length for collector roadways.
- Provide taper lengths of not less than 100 feet.

o Longer storage and taper lengths may be required when traffic projections indicate they are justified.

[Sec. 71-38(4)]

The concept plan should be revised to show a minimum 100-foot taper length.

6. Acceleration and deceleration lanes shall be provided at proposed driveway connection unless a traffic study demonstrates that the total traffic on the existing roadway is less than 2,000 vehicles per day including traffic projected as a result of the proposed development (count of existing traffic must have been made within one year of the development plan submittal date). [Sec. 71-40]

7. The City of Fairburn defers to the most recent edition of the GDOT Regulations for Driveway and Encroachment Control to determine driveway/entrance spacing & placement requirements, minimum requirements for left turn lanes at proposed entrances, minimum design elements for left turn lanes, and other traffic safety and design elements not specifically captured in the City of Fairburn's Code of Ordinances, rules, regulations, standards, and/or specifications. In instances where there is conflict between the GDOT requirements and City of Fairburn requirements, the most restrictive or that imposing the highest standards shall govern. That said, if it is anticipated that left turn volumes into the proposed development will exceed the GDOT threshold, a left turn lane will be required.

The GDOT threshold is 300 left turning vehicles for a two-lane roadway with a speed limit of 35 MPH and an AADT less than 6,000 VPD.

Show installation of a left-turn at the proposed entrance unless deemed unwarranted by a traffic study.

The Trip Generation/Turn Lane Analysis provided should be updated to demonstrate that the proposed entrance does not exceed this threshold to substantiate a left-turn lane is unwarranted.

8. John Rivers Road must be overlaid with 1" of 9.5mm A.C in accordance with City of Fairburn Detail No. R012/Roadway Widening Sections. **Show 1" overlay at the widening section across the entire roadway.**

9. In the event that a development has access to a substandard street and if that substandard street provides the primary means of access to the development, the substandard street shall be fully upgraded, and the full width of the roadway overlaid with asphaltic concrete surface course along the entire property frontage and continuing to the nearest standard paved road along the route of primary access. [Sec. 71-39]

10. All of the materials, methods of construction, and workmanship for street construction shall conform to the latest edition of the state department of transportation Standard Specifications for Road and Bridge Construction, including all amendments. [Sec. 71-42]

11. All future driveway connections on Bohannon Road are subject to the GDOT Regulations for Driveway and Encroachment Control.

12. All new streets or street widening sections shall be provided with curb and gutter. [Sec. 71-45]

13. Sidewalks are required along the entire project frontage from property line to property line and on both side of all internal streets. All sidewalks shall have a minimum width of five feet and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards, city's development standards. [Sec. 71-46]

The installation of sidewalk should be shown along Roosevelt Highway/SR 14 unless deemed unwarranted by the Georgia Department of Transportation. This requirement should be reflected on the proposed Concept Plan.

14. Commercial Driveway are required at all commercial entrances to delineate public from private. Commercial drives need to extend a minimum of 12 feet from the edge of pavement or to the right-of-way.

Show commercial driveway at the proposed entrance on the Concept Plan if the internal streets are to be private.

15. All pavement markings installed on asphalt within the public right-of-way shall be thermoplastic material; 1.5-inch black contract tape shall be installed for crosswalks on concrete.

16. Traffic control devices consisting of street name signs, traffic control signs, traffic markings and traffic signals shall be provided by the developer as appropriate to serve each development. All traffic control devices and installation thereof shall conform to the specifications of the Federal Highway Administration publication, Manual on Uniform Traffic Control Devices, current edition and ANSI D6.1e. [Sec. 71-47]

17. The developer shall provide all necessary street lighting in accordance with the standards of the American National Standard Practice for Roadway Lighting, current edition, but in no case less restrictive than one fixture at each street intersection and at an interval not exceeding one fixture for every 400 feet of roadway. The developer shall provide such lighting at no cost to the city. [Sec. 71-48]

18. Site utilities serving the site shall be placed underground.[Sec. 71-72]

19. If existing water mains and/or sanitary sewers must be extended to serve a development, the developer shall install or have installed the necessary extensions at no cost to the city under the existing city policy and procedures at plan approval time. [Sec. 71-74]

20. All stormwater runoff generated from a site shall be adequately treated before discharge. [Sec. 71-1003]

21. Dry detention ponds shall be designed to provide positive drainage on the pond floor to the outlet of the pond. Side slopes shall be designed to have a maximum of three feet horizontal to one-foot vertical (3:1) slopes. If the 100-year maximum water surface depth is equal to or greater than four feet, then a black, vinyl-coated, four-foot chain-link fence with top and bottom rails shall be constructed around the detention pond with a 20-foot gate provided to allow access. [Sec. 71-1021]

D. General Zoning Impact Review:

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The property is located south of the established Brookhaven subdivision. Most of the adjacent residential lot sizes and homes are larger than the proposed development.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

While a single-family development might be a suitable use in this location, the intensity of development may adversely affect the existing use and usability of the significantly lower-density subdivisions immediately surrounding the subject property.

C. Does the property have reasonable economic use as currently zoned?

Yes. The property has reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

The proposed rezoning and development would increase traffic on existing streets, given the requested density, a traffic impact report will be required. An increase in impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts would be mitigated with appropriate conditions, site development requirements, transportation improvements and planning. An increased impact is anticipated on school enrollment.

The developer maybe required to conduct a traffic study before the issuance of the land disturbance permit to determine existing traffic operating conditions in the vicinity of the proposed development, project future traffic volumes, assess the impact of the subject development, and develop recommendations to mitigate the project traffic impacts and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.

E. Is the proposal in conformity with the policies and intent of the land use plan?

Most of the surrounding residential developments are primarily low to medium density residential. The applicant is seeking to develop 108 townhomes on the subject property with a walking trail and green space. The applicant has provided elevations for consideration.

The comprehensive plan housing goals include the following details:

1. Ensure housing options for all ages
 - A. Recruit developers to build more senior housing both for rent and for sale
 - B. As the Downtown colleges expand, revisit the need for student housing near the campuses
 - C. Audit the Zoning Ordinance to ensure all needed housing types are allowed in the City of Fairburn
2. Increase the number of housing units in Downtown Fairburn to support the number and types of businesses desired in our vibrant downtown and to support continued and enhanced transit service.

- A. Update Zoning Ordinance and Map to allow Downtown residential development to be built at transit-supportive densities
- B. Recruit developers to build loft apartments as a part of mixed-use developments downtown
- C. Implement the LCI study

The rezoning request to allow townhomes will provide additional housing options, but the development is not targeting seniors and the request is not in the downtown area. The subject property future land use designation is Medium Residential, this residential character area is meant to promote a tight knit, more walkable community with lots that are one-fourth of an acre or smaller. The requested density would be smaller with lot areas totaling 1,200 sq ft.

The comprehensive plan recommends that higher density residential, such as townhouses and apartments, in addition to single-family residential in the Downtown Mixed-Use Character area. This development is not in the Downtown Mixed-Use Character area. Although the applicant is requesting approval to allow for residential use, the proposed density, at approximately 8.2 units per acre, does not align with the housing goals outlined in the comprehensive plan.

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Most of the adjacent properties are developed with single-family homes on larger lots. The scale of the development is substantially denser compared to the surrounding developments.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

To the best of staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The developer will be required to adhere to the City's stream buffer ordinance and best management practices (BMP).

H. Final review of the standards governing the exercise of zoning powers:

(1) Whether the proposal is consistent and/or compatible with the city's plans, goals and objectives reflected in the city's comprehensive plan.

As stated in the initial review,

The comprehensive plan housing goals include the following details:

1. Ensure housing options for all ages
 - A. Recruit developers to build more senior housing both for rent and for sale
 - B. As the Downtown colleges expand, revisit the need for student housing near the campuses
 - C. Audit the Zoning Ordinance to ensure all needed housing types are allowed in the City of Fairburn
2. Increase the number of housing units in Downtown Fairburn to support the number and types of businesses desired in our vibrant downtown and to support continued and enhanced transit service.
 - A. Update Zoning Ordinance and Map to allow Downtown residential development to be built at transit-supportive densities
 - B. Recruit developers to build loft apartments as a part of mixed-use developments downtown
 - C. Implement the LCI study

The subject property future land use designation is Medium Residential, this residential character area is meant to promote a tight knit, more walkable community with lots that are one-fourth of an acre or smaller. The requested density would be smaller with lot areas totaling 1,200 sq ft.

The comprehensive plan recommends that higher density residential, such as townhouses and apartments, in addition to single-family residential in the Downtown Mixed-Use Character area. This development is not in the Downtown Mixed-Use Character area. Although the applicant is requesting approval to allow for residential use, the proposed density, at approximately 8.2 units per acre, does not align with the housing goals outlined in the comprehensive plan.

(2) How the proposal impacts the purposes of the overall zoning scheme, and whether the proposed change furthers the purposes of these zoning regulations. Applications for zoning amendments that do not contain specific site plans carry a rebuttable presumption that the proposed change shall adversely affect the zoning scheme.

The applicant has provided a site plan. The proposed development includes a residential use that aligns with the comprehensive plan, but the proposed density could adversely impact the surrounding area.

(3) How the proposal impacts the character of the zoning district, the particular piece of property, neighborhoods, or the community.

The proposed density and development will change the character of the zoning district and significantly impact the neighborhood and/or surrounding community. The Planned Development zoning district allows for flexible creative concepts, but the development standards also recommend protecting neighboring properties by requiring larger peripheral lots adjacent to larger lot developments. The applicant is proposing a development which is significantly smaller than the adjacent lots. The applicant is proposing lot areas totaling 1,200 square feet adjacent to lots that are 6,000 square feet or higher.

- (4) Whether the proposal creates an isolated district unrelated to adjacent properties and nearby districts.**

No. The proposed use would not create an isolated district.

- (5) How the proposal impacts the aesthetic character of existing and future uses of the property and the surrounding area.**

The proposed development aesthetic character is different than the existing development and the other future uses which call for rural development. The proposed development, building form, streetscape, architectural character, size, scale, and style are different than the surrounding area. Without incorporating more of the existing neighborhood characteristics, the new proposed development could negatively affect the surrounding properties.

- (6) Whether the proposal is consistent with adjacent development densities and the density patterns reflected in the comprehensive plan.**

No. The proposed density pattern is not consistent with adjacent development densities.

- (7) How the proposal impacts the public health, safety, and general welfare.**

The applicant has not provided a traffic impact study or proposed any intersection improvements.

The development could negatively impact public safety, given that the location is near the edge of a master-planned community and Roosevelt Highway which is an area that already experiences heavy traffic.

Additionally, GDOT recommends that due to the large development impact on the roadway, a traffic impact study should be completed including the intersection of John Rivers Road and Roosevelt Hwy to assess the possible need for improvements at the intersection with GDOT roadway.

- (8) How the proposal impacts water, sewerage, other public facilities, or public services, and how the proposed amendment impacts expenditures of public funds.**

The applicant is responsible for all public improvements.

- (9) How the proposal impacts traffic safety and congestion.**

The proposed rezoning and development would increase traffic on existing streets, given the requested density, a traffic impact report will be required. An increase in impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts would be mitigated with appropriate conditions, site development requirements, transportation improvements and planning. An increased impact is anticipated on school enrollment.

- (10) How the proposal impacts environmental conditions, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, water quality and quantity.**

To the best of staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the erosion and sedimentation, flooding, air quality, water quality standards.

- (11) How the proposal impacts the provision of adequate light and air.**

To the best of staff's knowledge, the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The developer will be required to adhere to the City's stream buffer ordinance and best management practices (BMP).

(12) How the proposal impacts the value of adjacent property.

As mentioned in the initial review, while a single-family development might be a suitable use in this location, the intensity of development may adversely affect the existing use and usability of the significantly lower-density subdivisions immediately surrounding the subject property.

(13) Whether there are substantial reasons why the property cannot be used in accordance with existing regulations.

Although undeveloped, the property does have a reasonable economic use as currently zoned.

(14) Preservation of the integrity of residential neighborhoods shall carry greater weight than other factors. Where property fronts on a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall carry greater weight.

Given the proposed use, staff is recommending conditions to allow the proposed use to co-exist with the surrounding property. The conceptual site plan, elevations, and density should be modified to better preserve the integrity of the surrounding residential neighborhoods.

Planning and Zoning Commission Public Meeting Summary:

The Planning and Zoning Commission held a public meeting and recommended approval with the conditions recommended by staff. One resident spoke in support of the request.

Staff Recommendation:

Based on the staff's evaluation of the request and the standards for rezoning review, the Department of Planning and Zoning recommends **APPROVAL** of the rezoning request with the following conditions:

1. Prior to any site disturbance or building permits being issued for the project, the staff comments listed in this report must be addressed and approved by each department.
2. A traffic impact analysis may be required if the proposed planned development meets the thresholds determined by the Public Works and Community Development Department.
3. Implement traffic improvement/or traffic control recommendations from the Public Works and Community Development department and suggested by the pending traffic impact analysis to be submitted by the applicant.
4. A mandatory homeowner association shall be created and shall be governed by a declaration of covenants, conditions, and restrictions. The homeowner association shall be responsible for the maintenance of the required buffer, detention ponds, common areas, preserved open space within the property, community amenities, alleys and pedestrian path.
5. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
6. A fence and minimum 30-feet wide vegetative buffer will be required on the rear of any parcel adjacent to existing medium or low density residential developments, all proposed landscaping and fencing materials must be approved by staff.
7. A planted buffer and fencing shall be provided along Roosevelt Highway and John Rivers, all proposed landscaping and fencing materials must be approved by staff.
8. Additional landscaping may be required alongside side elevation facing public roads.
9. The common walking trail shall be constructed of asphalt or some other hard surface material and shall be installed prior to issuance of the final certificate of occupancy for the first residential building.

10. Amenities along with the walking trail should include one of the following: sport court(s), a dog park with equipment, playground, or gazebos.
11. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
12. The front and rear yards of the townhouse units shall be sodded.
13. The entrance shall include ornamental plantings, as approved by Staff.
14. Under no circumstances shall any mechanical equipment or related elements such as air conditioning units, meter boxes and utility conduits, HVAC mechanical equipment systems, satellite dishes or any other similar mechanical equipment or related elements be attached or mounted to any exterior building elevation that is visible from pedestrian view from required sidewalks along adjacent private streets or sidewalks abutting a common area or community amenity. Any mechanical equipment or related elements located at finished grade shall be completely screened from view with dense, evergreen landscaping or an opaque wall veneered in brick, indigenous rock or natural stone, with an appearance that is complementary to the architecture of the dwelling unit.
15. All utilities shall be buried underground.
16. Parking shall be on a paved or concrete surface.
17. The developer shall provide a minimum five-foot sidewalk and landscape strip between the back of curb along both sides of all internal streets and one canopy tree for each 50 feet of street frontage.
18. Development Standards:

Minimum lot size:	3,000 square feet
Minimum heated floor area	1,200 square feet
Minimum lot width:	25 feet
Maximum building height:	48 ft
Yard Requirements:	
– Front: 20 ft – Rear: Five feet minimum – Side yard, corner: Five feet minimum, and 15 feet maximum. – Side yard, interior: There shall be no minimum distance between attached dwelling units; and a minimum ten-foot setback on end units creating a minimum distance of 20 feet between groups of townhouse dwelling units.	

19. A minimum of three and a maximum of eight units shall be allowed in each row of townhouses.
20. The applicant must submit an updated conceptual site plan and building elevations subject to approval of the Planning Commission and in compliance with the enclosed development and design guidelines recommendations.

Development and Architectural Design Recommendations:

- (1) Provide architectural details to enhance scale and interest on the building facade by breaking it up into distinct planes that are offset from the main building façade. Porches and stoops can be used to orient housing towards the street and promote active and interesting neighborhood streetscapes.
- (2) Alternate different textures, colors, materials, and distinctive architectural treatments to add visual interest while avoiding dull and repetitive façades.
- (3) Integrate varied roof lines through the use of sloping roofs, modulated building heights, gables, dormers, or other architectural solutions.
- (4) Include overhead architectural features such as eaves, awnings, canopies, trellises, or cornice treatments at entrances and windows that provide shade, provide passive cooling, and reduce daytime heat gain.
- (5) Foundations shall be brick or natural stone. Where another type of structural material is used, it shall be faced with brick, cast stone or natural stone no less than six inches in depth.
- (2) No vinyl or EIFS (synthetic stucco) shall be permitted. The exterior materials on all dwelling units shall be no less than 40 percent brick, indigenous rock or natural stone; with the balance of each elevation being brick, cementitious siding, indigenous rock, natural stone, natural wood shake, natural wood shingles or natural wood siding.
 - a. All-natural wood siding shall be painted or stained.
 - b. All natural wood shakes and natural wood shingles shall be smooth-cut and stained.
- (3) Where multiple exterior materials are used on a single dwelling, they shall only be combined on each facade horizontally, with the heavier material below the lighter.
- (4) The rear façade and the side façades shall be of the same construction quality, the same exterior finish and exterior color as the front façade.
- (7) Porches or Stoops, where facing streets or open spaces, shall be between four feet and six feet deep, and constructed of brick, indigenous rock or natural stone material matching the adjacent building façade.
- (8) Doors and windows shall be rectangular in orientation and proportion, with the height of the door or window opening greater than its width where facing streets or open spaces.
- (11) Dwellings shall have pitched roofs meeting the following standards:
 - a. Pitched roofs shall be sloped no less than 6:12, except that pitched roof structures for attached sheds, porches, or stoops may be sheds, with pitches no less than 2:12.
 - b. Pitched roofs shall be clad in asphalt shingles, natural slate or wood shingles, except that standing seam metal may be used provided that it complements an architectural style while minimizing glare.
 - c. The eaves of pitched roofs shall overhang exterior walls a minimum of 12 inches.
- (12) The design of façades fronting streets or open spaces shall be further subject to the requirements as provided in below:
 - a. The principal entrance shall be a porch or stoop and face the street or preserved open space area.

- b. Exterior stairs shall have enclosed risers of brick, concrete, indigenous rock or natural stone.
- c. Façades shall be articulated at intervals a maximum length of 40 feet to avoid blank walls.
- d. Façades shall be no less than 15 percent glazed in clear glass.
- f. Doors and windows in upper floors shall align with those below.
- g. Porch or Stoops shall be covered by a pitched roof structure.
- h. Porch or Stoops shall not be enclosed with glass, plastic or screen wire.
- i. Porch or Stoops shall be raised a minimum of two feet from the average sidewalk grade.

Off-street parking and loading space requirements.

- (1) Doors of each residential parking garages shall contain decorative, carriage style architectural elements that are complimentary to the architecture of the townhouse. The required enclosed residential parking garage may be integrated into the architectural design of the dwelling unit, or detached. Detached residential parking garages shall be located in the rear yard.
- (2) A minimum of 60 percent of the townhouse dwelling units shall have the residential parking garages located in the rear yard. Access to the required enclosed residential parking garage shall be provided from an alley in the rear. The enclosed residential parking garage shall be setback a minimum of ten linear feet from the alley edge of pavement.
- (3) A maximum of 40 percent of townhouse dwelling units may have residential parking garages located in the front yard. The residential parking garage shall be setback a minimum of 25 feet from the back of the curb of the adjacent street to accommodate for vehicular parking in the driveway without impeded pedestrian access on the adjacent sidewalk. Garage doors shall be recessed at least one foot behind the front wall plane of the dwelling unit or a second-story element over the garage door shall be provided that extends at least one foot beyond the front wall plane. All front-loaded garages would have a decorative garage door with a minimum of two enhance architectural features including windows, raised panels, decorative panels, arches, hinge straps or other architectural features. Flat panel garage doors would be prohibited.

Re: REZONING ORDINANCE _____
Property of 10364 JHJ, LLC
0 John Rivers Road, 13.35 acres
Parcel No.: 07 270001681935
Land Lot 167
District 7

**STATE OF GEORGIA
COUNTY OF FULTON**

**AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY
LIMITS OF THE CITY OF FAIRBURN FROM PD-02 (PLANNED DEVELOPMENT)
ZONING DISTRICT TO PD (PLANNED DEVELOPMENT) ZONING DISTRICT; TO
PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO
REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES**

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY
OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, the official maps as established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from PD-02 (Planned Development) Zoning District to PD (Planned Development) Zoning District. Further, Rezoning Ordinance 2003-19Z, Exhibit B The Durham Lakes Golf and Country Club Community PD-02 Planned Development, approved August 11, 2003 Section III. Development Standards, Area 5 and PD-08 Planned Development shall be amended as indicated on Exhibit "B" in order to allow 108 townhomes, subject to the following conditions:

1. Prior to any site disturbance or building permits being issued for the project, the staff comments listed in this report must be addressed and approved by each department.
2. A traffic impact analysis may be required if the proposed planned development meets the thresholds determined by the Public Works and Community Development Department.
3. Implement traffic improvement/or traffic control recommendations from the Public Works and Community Development department and suggested by the pending traffic impact analysis to be submitted by the applicant.
4. A mandatory homeowner association shall be created and shall be governed by a declaration of covenants, conditions, and restrictions. The homeowner association shall be responsible for the maintenance of the required buffer, detention ponds, common areas, preserved open space within the property, community amenities, alleys and pedestrian path.
5. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

6. A fence and minimum 30-feet wide vegetative buffer will be required on the rear of any parcel adjacent to existing medium or low density residential developments, all proposed landscaping and fencing materials must be approved by staff.
7. A planted buffer and fencing shall be provided along Roosevelt Highway and John Rivers, all proposed landscaping and fencing materials must be approved by staff.
8. Additional landscaping may be required alongside side elevation facing public roads.
9. The common walking trail shall be constructed of asphalt or some other hard surface material and shall be installed prior to issuance of the final certificate of occupancy for the first residential building.
10. Amenities along with the walking trail should include one of the following: sport court(s), a dog park with equipment, playground, or gazebos.
11. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
12. The front and rear yards of the townhouse units shall be sodded.
13. The entrance shall include ornamental plantings, as approved by Staff.
14. Under no circumstances shall any mechanical equipment or related elements such as air conditioning units, meter boxes and utility conduits, HVAC mechanical equipment systems, satellite dishes or any other similar mechanical equipment or related elements be attached or mounted to any exterior building elevation that is visible from pedestrian view from required sidewalks along adjacent private streets or sidewalks abutting a common area or community amenity. Any mechanical equipment or related elements located at finished grade shall be completely screened from view with dense, evergreen landscaping or an opaque wall veneered in brick, indigenous rock or natural stone, with an appearance that is complementary to the architecture of the dwelling unit.
15. All utilities shall be buried underground.
16. Parking shall be on a paved or concrete surface.
17. The developer shall provide a minimum five-foot sidewalk and landscape strip between the back of curb along both sides of all internal streets and one canopy tree for each 50 feet of street frontage.
18. Development Standards:

Minimum lot size:	3,000 square feet
Minimum heated floor area	1,200 square feet
Minimum lot width:	25 feet
Maximum building height:	48 ft
Yard Requirements:	
— Front: 20 ft — Rear: Five feet minimum — Side yard, corner: Five feet minimum, and 15 feet maximum. — Side yard, interior: There shall be no minimum distance between attached dwelling units; and a minimum ten-foot setback on end units creating a minimum distance of 20 feet between groups of townhouse dwelling units.	

19. A minimum of three and a maximum of eight units shall be allowed in each row of townhouses.
20. The applicant must submit an updated conceptual site plan and building elevations subject to approval of the Planning Commission and in compliance with the development and design guidelines listed in the staff report dated August 8, 2023.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. That the official maps referred to on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 4. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 5. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of August, 2023; and

Section 6. This Ordinance shall become effective on the 14th day of August, 2023.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 14th day of August, 2023, by the Mayor and Council of the City of Fairburn, Georgia.

Mario Avery, Mayor

ATTEST:

Brenda James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

Exhibit A

All that tract or parcel of land lying and being in Land Lot 167, 7th District, Fulton County, Georgia, comprising 13.24 acres, as shown on plat of survey for John Hardy Jones & Robert C. Baral by Conkle - Lane & Associates (G. Tim Conkle, Registered Land Surveyor), dated April 18, 2013, and being more particularly described as follows:

BEGINNING at a right of way monument found at the mitered intersection of the northeasterly side of John Rivers Road and the northerly side of Roosevelt Highway, also known as U.S. Highway 29 - State Highway 14; running thence North 52 degrees 07 minutes 11 seconds West along the northeasterly right of way of John Rivers Road 283.11 feet to a iron stake placed; thence South 36 degrees 03 minutes 11 seconds West along the northwesterly right of way of John Rivers Road 9.97 feet to a concrete marker found; thence North 54 degrees 40 minutes 27 seconds West along the northeasterly right of way of John Rivers Road 328.41 feet to an iron stake found; thence northwesterly along the northeasterly right of way of John Rivers Road and following the curvature thereof to the left (said curve having a radius of 880.00 feet and being subtended by a chord bearing of North 59 degrees 43 minutes 53 seconds West and a distance of 126.97 feet) 127.08 feet to an iron stake found; thence, leaving said right of way, North 52 degrees 10 minutes 31 seconds East 9.76 feet to an iron stake found; thence North 52 degrees 02 minutes 49 seconds East 89.73 feet to an iron stake found; thence North 52 degrees 04 minutes 59 seconds East 74.31 feet to an iron stake found; thence North 52 degrees 08 minutes 30 seconds East 69.96 feet to an iron stake found; thence North 52 degrees 05 minutes 44 seconds East 58.30 feet to an iron stake found; thence North 52 degrees 01 minutes 40 seconds East 50.01 feet to an iron stake found; thence North 52 degrees 07 minutes 21 seconds East 50.07 feet to an iron stake found; thence North 52 degrees 05 minutes 52 seconds East 49.93 feet to an iron stake found; thence North 52 degrees 08 minutes 45 seconds East 50.56 feet to an iron stake found; thence North 52 degrees 06 minutes 45 seconds East 49.95 feet to an iron stake found; thence North 52 degrees 00 minutes 55 seconds East 53.05 feet to an iron stake found; thence North 52 degrees 07 minutes 32 seconds East 53.01 feet to an iron stake found; thence North 52 degrees 02 minutes 10 seconds East 52.98 feet to an iron stake found; thence North 51 degrees 55 minutes 43 seconds East 111.33 feet to an iron stake found; thence North 52 degrees 10 minutes 32 seconds East 171.24 feet to an iron stake found; thence North 52 degrees 00 minutes 48 seconds East 39.09 feet to an iron stake found; thence South 43 degrees 38 minutes 11 seconds East 187.86 feet to an iron stake found; thence South 44 degrees 18 minutes 38 seconds East 202.24 feet to an iron stake found; thence South 46 degrees 45 minutes 05 seconds West 284.69 feet to an iron stake found; thence South 37 degrees 10 minutes 50 seconds East 284.88 feet to an iron stake placed on the northwesterly right of way of Roosevelt Highway; thence South 52 degrees 30 minutes 42 seconds West along the northwesterly right of way of Roosevelt Highway 199.26 feet to a right of way marker found; thence South 37 degrees 47 minutes 00 seconds East along the southwesterly right of way of Roosevelt Highway 12.01 feet to a right of way marker found; thence South 54 degrees 05 minutes 13 seconds West along the northwesterly right of way of Roosevelt Highway 350.01 feet to a right of way marker found; thence South 81 degrees 54 minutes 04 seconds West along the northerly right of way of Roosevelt Highway 25.79 feet to a right of way monument found on the northeasterly right of way of John Rivers Road and the point of beginning.

THIS DEED is given to correct the description contained in that certain prior Quitclaim Deed

Re: REZONING ORDINANCE 2003 - 192
Property of Durham Lakes Golf and Country Club
Community; 570.45 acres; Land Lots 49 and 50,
9F District; Land Lots 152, 153, 167, 168, 169, 174
and 175, 7th District; Fairburn,
Fulton County, Georgia

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY
OF FAIRBURN, GEORGIA, TO REZONE CERTAIN REAL PROPERTY
WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN; TO PROVIDE
FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF
THE SAME THAT:

Section 1. The area of the City of Fairburn, known as the *Durham Lakes Golf and Country Club Tract*, as described in Exhibit A and Exhibit B, which are attached to and incorporated as part of this Ordinance, is hereby zoned **PD-02 Planned Development** unless and until changed, revised or amended.

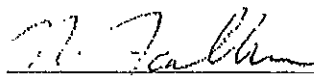
Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council hereby declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. This Ordinance shall become effective on the 12th day of August 2003.

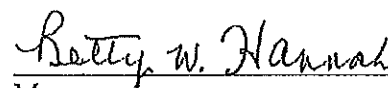
Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 11th day of August, 2003 by the Mayor and Council of the City of Fairburn, Georgia.

ATTEST:

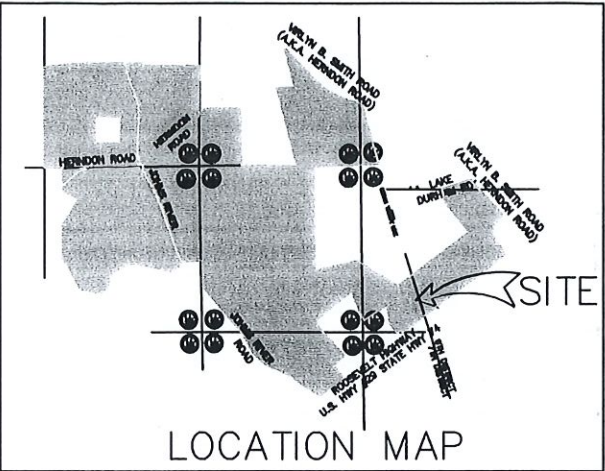


City Clerk
[SEAL]



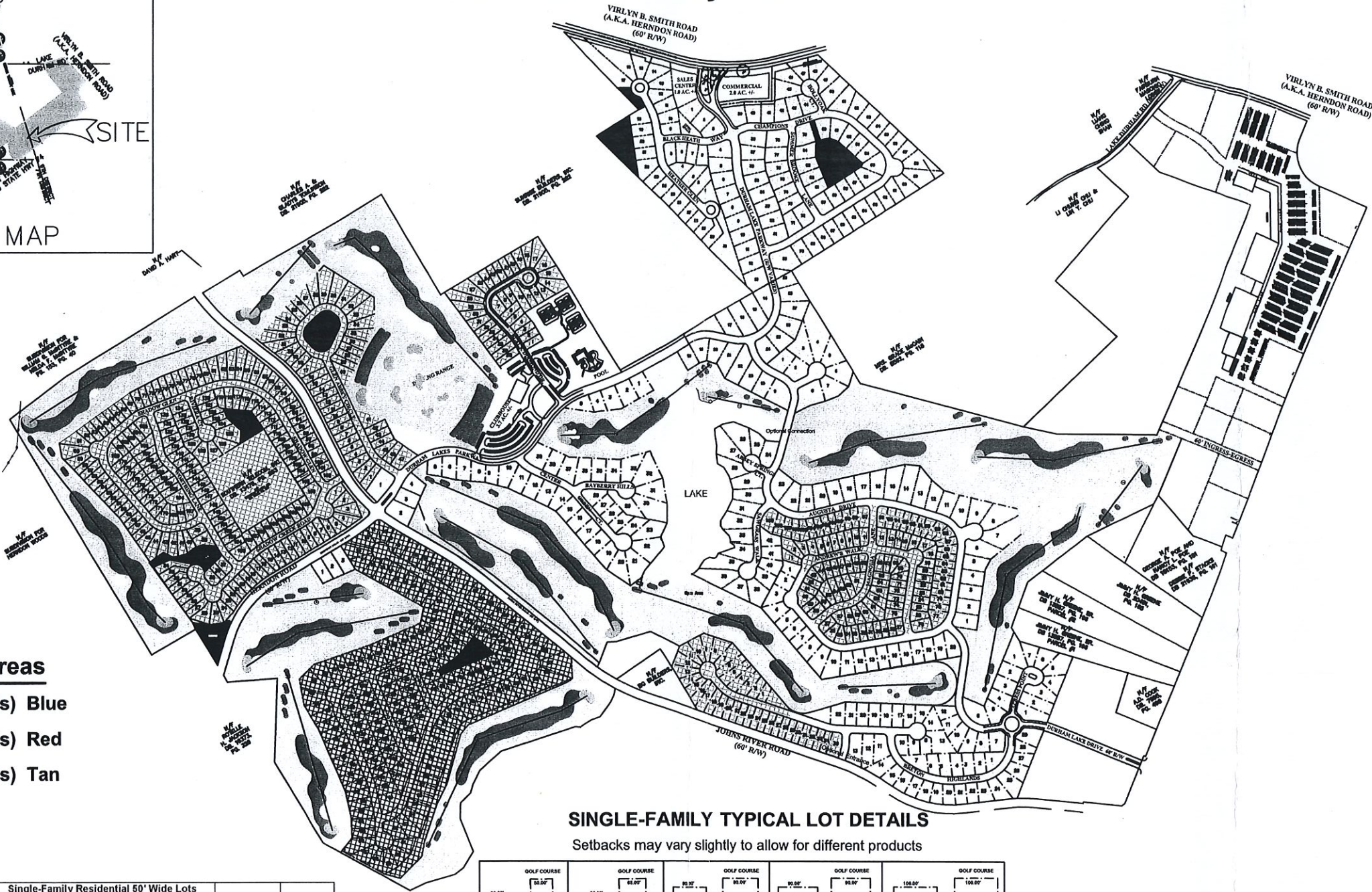
Mayor

DURHAM LAKES
Golf and Country Club



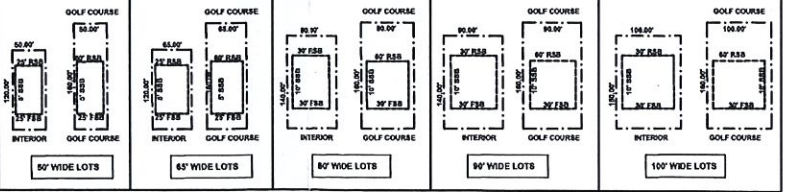
Residential Areas

- Area 1 (50' wide lots) Blue
Area 2 (65' wide lots) Red
Area 3 (80' wide lots) Tan



SINGLE-FAMILY TYPICAL LOT DETAILS

Setbacks may vary slightly to allow for different products



SINGLE-FAMILY LOT SUMMARY

50' WIDE LOTS	423 TOTAL
65' WIDE LOTS	157 TOTAL
80'-100' WIDE LOTS	292 TOTAL
GRAND TOTAL	872 TOTAL LOTS



This master plan is subject to change and does not constitute an actual development

The phasing of the development as shown on this master plan is preliminary and may be adjusted.

The total lot numbers are estimated and will be finalized during construction plan preparation for each phase. The development will not exceed the maximum number of lots allowed during the zoning process. (872 total lots)

Development Area 1 Begin construction in 2002 Estimate Additional Phase Every One to Two Years	Single-Family Residential 50' Wide Lots	
Development Area 2 Estimate Begin construction in 2003 Estimate Additional Phase Every One to Two Years	Single-Family Residential 65' Wide Lots	
Development Area 3 Begin construction in 2002 Estimate Additional Phase Every One to Two Years	Single-Family Residential 80'-100' Wide Lots	
Development Area 4 Activity Design and Environmental Permitting Begin Construction Complete Construction Open Golf Course	Golf Course	Schedule 2001-03 2004 2006 2006
Development Area 5 Phase	Commercial	Schedule 2004

Killeam Properties
135 North Park Place Suite 100
Stockbridge, Georgia 30281

No.	Revision/Issue	Date
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Firm Name and Address

Project Name and Address
Durham Lakes Development

Project
Date
Scale

EXHIBIT B
THE DURHAM LAKES GOLF AND COUNTRY CLUB COMMUNITY
PD-02 Planned Development
Approved August 11, 2003

I. Purpose

This is a planned, mixed-use development consisting of 570.45 acres located on the northwest side of the City, north of US Highway 29 and southwest of Virlyn B. Smith Road. It is more particularly described in Exhibit A. The planned uses are single-family detached residential, retail and office commercial, and an 18-hole golf course.

II. Permitted Uses

- A. Single-Family Detached Residential Dwellings (872)
- B. Retail and Office Commercial (714,000 square feet)
- C. 18-hole Golf Course
- D. Accessory Buildings and Uses Incidental to the Above Use
- E. Home Occupations
- F. Amenity Buildings, Facilities and Lands
- G. Publicly Owned Buildings, Facilities and Lands

III. Development Standards

AREA 1:

- 1-A. Development Area 1 is a residential component of this mixed-use development project. It is comprised of 117.6 acres.
- 1-B. Maximum Number of Residential Lots = 423.
- 1-C. Minimum Lot Area = 6000 square feet.
- 1-D. Minimum Lot Width = 50 feet, at front building setback line.
- 1-E. Minimum Heated Floor Area = 1400 square feet.
- 1-F. Minimum Front Yard = 25 feet.
- 1-G. Minimum Side Yard = 5 feet.
- 1-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 1-I. Maximum Building Height = 35 feet.

AREA 2:

- 2-A. Development Area 2 is a residential component of this mixed-use development project. It is comprised of 46 acres.
- 2-B. Maximum Number of Residential Lots = 157.
- 2-C. Minimum Lot Area = 6000 square feet.
- 2-D. Minimum Lot Width = 65 feet, at front building setback line.
- 2-E. Minimum Heated Floor Area = 1500 square feet.
- 2-F. Minimum Front Yard = 25 feet.
- 2-G. Minimum Side Yard = 5 feet.
- 2-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 2-I. Maximum Building Height = 35 feet.

AREA 3:

- 3-A. Development Area 3 is a residential component of this mixed-use development project. It is comprised of 160.45 acres.
- 3-B. Maximum Number of Residential Lots = 292.
- 3-C. Minimum Lot Area = 11,250 square feet.
- 3-D. Minimum Lot Width = 80 feet.
- 3-E. Minimum Heated Floor Area = 1600 square feet.
- 3-F. Minimum Front Yard = 30 feet.
- 3-G. Minimum Side Yard = 10 feet.
- 3-H. Minimum Rear Yard = 30 feet, 60 feet adjacent to golf course.
- 3-I. Maximum Building Height = 35 feet.

AREA 4:

- 4-A. Development Area 4 is the 18-hole golf course component of this mixed-use development project. It is comprised of 175 acres.
- 4-B. No building shall exceed 35 feet in height or be located within 40 feet of an adjacent property line.

AREA 5:

- 5-A. Development Area 5 is the retail/office commercial component of this mixed-use development project. It is comprised of 71.4 acres.
- 5-B. The total floor area of commercial space shall not exceed 714,000 square feet.
- 5-C. All development within this commercial area shall be in accordance with the requirements of Section 4.16 C-2 Highway Commercial District.

IV. Design Standards

- A. Off-street parking shall be provided as specified in Article 13 of the Zoning Ordinance.
- B. Buffers shall be provided as specified in Article 14 of the Zoning Ordinance.
- C. All Utilities shall be installed underground throughout this project area.
- D. Sidewalks shall be provided throughout this project area and shall be designed to interconnect the various mixed-use areas.

AREA3:

3-A. Development Area 3 is a residential component of this mixed-use development project. It is comprised of 160.45 acres.

3-B. Maximum Number of Residential Lots= 292.

3-C. Minimum Lot Area= 11,250

3-D. Minimum Lot Width= 80 feet.

3-E. Minimum Heated Floor Area= 1600 square feet.

3-F. Minimum Front Yard= 30 feet.

3 G. Minhm1m Side Yard= 10 feet.

3-H. Minimum Rear Yard= 30 feet, 60 feet adjacent to golf course.

3-I. Maximum Building Height= 35 feet.

AREA 4:

4-A. Development Area 4 is the 18-hole golf course component of this mixed-use development project. It is comprised of 175 acres.

4-B. No building shall exceed 35 feet in height or be located within 40 feet of an adjacent property line.

AREAS:

5-A. Development Area 5 is the retail/office commercial/single family attached component of this mixed-use development project. The retail/office commercial component is comprised of 57.746 acres. The single-family attached component is comprised of 13.35 acres.

5-B. The total floor area of commercial space shall not exceed 714,000 square feet.

5-C. All commercial development shall be constructed in accordance with the requirements of Section 4.16 C-2 Highway Commercial District.

5-D. Single Family Attached Dwelling Units shall be permitted with the following development standards.

5-D.1 Maximum Number of Residential Lots = 108

5-D.2 Minimum Lot Area = 3,000 square feet.

5-D.3 Minimum Dwelling Unit Width = 22 feet.

5-D.4 Minimum Heated Floor Area = 1,200 square feet.

5-D.5 Minimum Front Yard = 15' Local/25' Collector

5-D.6 Minimum Side Yard = 10 feet (20ft Building Separation)

IV. Design Standards

- A. Off-street parking shall be provided as specified in Article 13 of the Zoning Ordinance.
- B. Buffers shall be provided as specified in Article 14 of the Zoning Ordinance.
- C. All Utilities shall be installed underground throughout this project area.
- D. Sidewalks shall be provided throughout this project area and shall be designed to interconnect the various mixed-use areas.

The planned development could be more fully described as follows:

PD Planned Development District, PD-08 (Durham Lakes Commercial)

This planned development district is located in Land Lots 167 & 175 of the 7th Land District and Land Lots 49 & 50 of the 9th Land District of Fulton County, Georgia in the City of Fairburn, further described as located northeast of Johns River Road, northwest of Roosevelt Highway (GA Hwy 29), and southwest of Virlyn B. Smith Road. Access to the commercial sites is through Johns River Road, Roosevelt Highway and Virlyn B. Smith Road.

It is comprised of 71.4 acres. Its land use will be highway service business commercial with a minimum lot size of ½ acre.

Commercial Development – C-2 Highway Service Business:

1. Permitted Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.2.
2. Conditional Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.3.
3. Development Standards:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.4;
 - b. The total floor area of commercial space shall not exceed 714,000 square feet.
4. Design Standards:
 - a. Those design standards as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.5.

The planned development could be more fully described as follows:

PD Planned Development District, PD-08 (Durham Lakes Commercial/Single Family Residential)

This planned development district is located in Land Lots 167 & 175 of the 7th Land District and Land Lots 49 & 50 of the 9th Land District of Fulton County, Georgia in the City of Fairburn, further described as located northeast of Johns River Road, northwest of Roosevelt Highway (GA Hwy 29), and southwest of Virlyn B. Smith Road. Access to the commercial sites is through Johns River Road, Roosevelt Highway and Virlyn B. Smith Road.

The commercial component is comprised of 57.746 acres. Its land use will be highway service business commercial with a minimum lot size of ½ acre.

The Single-family residential component is comprised of 13.35 acres for a total of 108 townhomes.

Commercial Development – C-2 Highway Service Business:

1. Permitted Uses:

a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.2.

2. Conditional Uses:

a. Those uses as defined In the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.3,

3. Development Standards:

- a. Those uses as defined In the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.4;
- b. The total floor area of commercial space shall not exceed 714,1000 square feet.

4. Design Standards:

- a. Those design standards as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.5.

Single Family Residential –

1. Permitted Uses.

Single Family Attached Residential Dwellings

Design Standards

- A. Single Family Attached Dwelling Units
- B. Maximum Number of Residential Lots = 108
- C. Minimum Lot Area = 3000 square feet.
- D. Minimum Dwelling Unit Width = 22 feet.
- E. Minimum Heated Floor Area = 1,200 square feet.
- F. Minimum Front Yard = 15' Local/25' Collector
- G. Minimum Side Yard = 10 feet (20ft Building Separation)

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lots 152, 153, 167, 168, 169, 174, 175 and 176 of the Seventh Land District of Fulton County, Georgia and in Land Lots 49 and 50 of the 9F Land District of Fulton County, Georgia as described in that certain plat of survey prepared by McFarland, Dyer & Associates, Inc. dated January 19, 2000. Said property being more particularly described according to said plat as follows:

To find the True Point of Beginning, begin at the point of intersection of the Easterly right of way of Herndon Road (40' R/W) and the Southerly right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the Southerly right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) S 65°00'03" E a distance of 46.30 feet to a point; thence continue to run along said right of way along the arc of a curve an arc distance of 532.97 feet, said arc being subtended by a chord S 53°22'09" E with a chord distance of 530.03 feet to a point, said point being the True Point of Beginning. From said True Point of Beginning, leaving said right of way thence run S 14°18'00" E a distance of 735.90 feet to a point; thence run S 87°51'00" W a distance of 336.80 feet to a point; thence run S 15°07'30" E a distance of 1512.80 feet to a point; thence run S 88°00'10" E a distance of 1057.10 feet to a point; thence run N 01°34'29" W a distance of 1073.00 feet to a point; thence run S 87°18'10" W a distance of 772.00 feet to a point; thence run N 00°10'29" E a distance of 795.60 feet to a point; thence run S 88°41'10" W a distance of 339.50 feet to a point; thence run N 89°45'05" W a distance of 762.54 feet to a point; thence run N 01°33'36" W a distance of 45.75 feet to a point; thence run S 89°13'40" W a distance of 300.18 feet to a point; thence run N 84°07'47" W a distance of 61.43 feet to a point; thence run S 88°25'43" W a distance 1026.28 feet to a point; thence run S 83°13'09" W a distance of 478.73 feet to a point; thence run S 00°18'14" E a distance of 1,883.11 feet to a point; thence run S 89°50'59" E a distance of 349.84 feet to a point; thence run S 00°17'56" W a distance of 286.67 feet to a point on the Northerly right of way of Herndon Road (60' R/W); thence crossing said right of way run S 03°25'15" E a distance of 76.57 feet to a point along the southerly right of way of Herndon Road (60' R/W); leaving said right of way thence run S 01°57'16" W a distance of 50.86 feet to a point; thence run S 62°28'16" a distance of 348.39 feet to a point; thence run S 35°39'37" W a distance of 343.42 feet to a point; thence run S 27°16'44" W a distance of 229.47 feet to a point; thence run S 00°20'28" E a distance of 638.19 feet to a point; thence run S 31°22'22" E a distance of 676.05 feet to a point; thence run S 84°35'20" E a distance of 10.77 feet to a point; thence run S 84°35'20" E a distance of 113.57 feet to a point; thence run S 75°31'12" E a distance of 204.89 feet to a point; thence run N 81°59'54" E a distance of 72.56 feet to a point, thence run N 62°09'27" E a distance of 130.40 feet to a point, thence run N 08°17'20" E a distance of 240.01 feet to a point thence run N 31°37'53" W a distance of 106.27 feet to a point, thence run N 76°02'54" E a distance of 98.36 feet to a point; thence run N 45°27'02" E a distance of 59.12 feet to a point; thence run N 56°38'22" E a distance of 106.98 feet to a point; thence run N 78°03'01" E a distance of 81.76 feet to a point; thence run N 78°23'43" E a distance of 115.19 feet to a point; thence run S 78°02'15" E a distance of 532.38 feet to a

**Written Report for
Durham Lakes Golf and Country Club
PD Zoning Request
Prepared July 29, 2003**

1. General Description of Development:

Durham Lake Development, LLC proposes the rezoning of a tract of land containing 570.45 acres, located on the northwest side of Interstate 85 and on the south side of Virlyn B. Smith Road. The property is located in Land Lots 152, 153, 167, 168, 174, 175, and 176 of the 7th District and Land Lots 49 and 50 of the 9th District. The zoning request is for PD, Planned Development. The development is proposed as a mixed-use development containing several different single-family residential types, commercial uses and an 18-hole golf course.

Development Area 1

Development Area 1 consists of approximately 423 single-family residential lots on 117.6 acres, containing a minimum of 6,000 square feet of area and a minimum lot width of 50 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,400 square feet of heated space for all lots. House plans will comply with the Durham Lake Development Standards and will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 25' Side - 5' Rear - 25'

Development Area 2

Development Area 2 consists of approximately 157 single-family residential lots on 46 acres, containing a minimum of 6,000 square feet of area and a minimum lot width of 65 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,500 square feet of heated space for all lots. House plans will comply with the Durham Lake Development Standards and will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 25' Side - 5' Rear - 25'

Development Area 3

Development Area 3 contains approximately 292 single-family residential lots on 160.45 acres, containing a minimum of 11,250 square feet of area and a minimum lot width of 80 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,600 square feet of heated space for all lots. Architectural plans will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained as outlined in the Durham Lake Development Standards. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 30' Side - 10' Rear - 30'

Development Area 4

Development Area 4 consists of the construction of an 18-hole, daily fee golf course, designed by golf course architect Scott Pool. The current golf routing winds golf holes through the development site, working around and with wetlands and other environmental features and contains approximately 175 acres of land. An onsite wetland delineation has been performed over the subject tract to aid in effective master planning and permitting. The developer has also employed Moore Bass Consulting Inc. Environmental Scientists to permit any wetland impacts necessary for the construction of the golf course or any other component of the development with the U.S. Army Corps of Engineers jurisdiction.

Development Area 5

Development Area 5 is the commercial / retail component of the development and contains approximately 71.4 acres of land located within the subject tract. It is estimated that the proposed commercial density will be approximately 10,000 SF per acre, totaling 714,000 SF of commercial / retail space. A majority of the commercial property within the development is located along U.S. Highway 29 (Roosevelt Highway) providing convenient access to all residents of Durham Lake and the surrounding community. Architectural plans will be reviewed and approved prior to construction commencement to ensure quality controls are maintained as outlined in the Durham Lake Development Guidelines. Setbacks are as required in the zoning ordinance.

2. Water supply and sewage disposal:

<u>Utility</u>	<u>Utility Provider</u>
Water:	City of Fairburn and/or The City of Atlanta
Sanitary Sewer:	City of Fairburn and/or Fulton County
Electric:	Greystone E.M.C.
CATV:	City of Fairburn

Projected Demand

See Attachment "A"

3. Proposed storm water drainage system:

The development proposes curb and gutter streets with an internal piping system. It is the intent of the development to utilize the existing lakes as detention facilities. Final hydrological calculations will be provided as needed to verify that capacity is available in these areas. If adequate detention capacity is not available in the existing lakes, then additional on-site detention facilities will be constructed as necessary to meet the current City of Fairburn ordinance as of the date of this application. It is anticipated that all proposed detention facilities will be owned and maintained by the Durham Lake Homeowner's Association.

4. Average Daily Traffic and Peak Hour(s) Vehicle Trips Estimates:

See Attachment "B".

5. Proposed Development Standards:

- a. Development use: Single-family Residential, Commercial and Golf Course
- b. Density restrictions: 2.0 Units/ Acre (Gross) (Density is calculated by dividing total number of single-family units by the total site area , less all commercial and multi-family areas)
- c. Yard requirements: See typical lot details on attached site plan.
- d. Parking requirements: The development proposes to provide parking for the commercial areas as required by the current City of Fairburn Zoning Ordinance as of the date of this application for commercial/retail uses. In addition, each single-family residential lot will provide a minimum of two vehicular parking areas.

6. Plans for the Protection of Adjacent Properties:

Buffers, setbacks, landscaping and screening requirements will be designed and permitted in accordance with the current City of Fairburn Zoning Ordinance as of the date of this application. Twenty-Foot Buffers have been provided between all commercial properties and single-family residential properties and are shown on the attached master plan.

7. Land or Infrastructure Proposed for Dedication to the City of Fairburn

The rights of way of the proposed roads will be dedicated to the City of Fairburn. The proposed roads total approximately 7.5 miles in length and approximately 47 acres in right-of-way dedicated area. In addition, all sanitary sewer and water mains will be dedicated to the City of Fairburn once constructed. Permanent easements will be granted over all utility mains as required by the City of Fairburn.

8. Architectural Plans:

Architectural Plans will be submitted to the City of Fairburn as required during the building permit process.

9. Open Space Uses and Areas:

The current Fairburn PD Ordinance requires the developer to set aside 25% of the total site area as open space. With the total site area being approximately 570.45 acres, 25% of the site area is approximately 142.5 acres. The development proposes the following mixture of open space areas to fulfill this requirement.

Golf Course (1/2 of total):	87.5 acres
Other Recreational/ Open Space Areas:	<u>55.5 acres</u>
Total	143 acres

These other recreational open space areas will be used for parks, lakes, walking trails, nature sites, picnic areas, ect. to be maintained by the future Homeowners Association.

10. Outdoor Lighting Plan:

Outdoor Lighting Plans showing location, height, fixture type and wattage will be provided during the final permitting stage of each phase of the development. Typical lighting standards are anticipated to be as follows:

Light Pole Height: 16-25 feet

Light Pole Spacing: 200-400 feet
Street Light Wattage: 150-165 watts

11. Project Completion Schedule:

The overall development is intended to be completed by the year 2021. For detailed scheduling, refer to the attached "Phasing Plan".

12. Proposed variations from Fairburn Zoning Ordinance:

- The development may have islands in the cul-de-sacs or traffic circles.
- Lot sizes and setbacks may differ from the requirements in the zoning ordinance as shown on the master plan.
- The developer is not responsible for bonding the Planned Development.
- The developer is not responsible for the upgrading of any adjacent roads with the exception of the existing gravel road Durham Lakes Road. Durham Lakes Road will be paved to the entrance of the Multi-family development.
- Acceleration lanes shall not be required.

General Notes:

It is understood that this Master Plan as proposed will not exceed the number of lots as approved on the Master Plan Layout. The lots, road alignments, and phasing plan as illustrated are meant to be conceptual in nature and may be amended by the developer without the need for a new Zoning Hearing as long as the total number of lots has not increased. The master plan document should be made a portion of the official action taken by the City of Fairburn. When there is a conflict between this agreement and the City of Fairburn Zoning Ordinance this agreement shall govern.

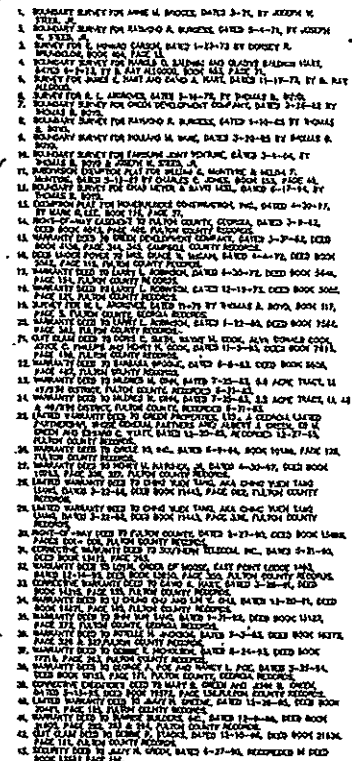
point; thence run S 54°02'47"E a distance of 34.66 feet to a point; thence run N 88°43'09" E a distance of 92.99 feet to a point; thence run S 80°20'12" E a distance of 64.82 feet to a point; thence run N 66°20'24" E a distance of 122.95 feet to a point; thence run N 55°58'52" E a distance of 50.14 feet to a point; thence run N 42°25'56" E a distance of 47.97 feet to a point; thence run N 58°46'51" E a distance of 60.00 feet to a point along the northerly right of way of Johns River Road (60' R/W); thence run along the northerly right of way of Johns River Road (60' R/W) along the arc of a curve an arc distance of 355.78 feet, said arc being subtended by a chord bearing S 37°49'48" E with a chord distance of 354.99 feet to a point, thence run along the northern right of way of Johns River Road (60' R/W) S 40°49'19" E a distance of 216.77 feet; thence run along the northern right of way of John River Road (60' R/W) S 41°09'54" E a distance of 1,016.78 feet to a point; thence continue to run along the said right of way along the arc of a curve an arc distance of 279.70 feet, said arc being subtended by a chord bearing S 35°33'59" E with a chord distance of 279.10 feet to a point; thence continue along said right of way S 26°37'41" E a distance of 84.35 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 559.70 feet, said arc being subtended by a chord bearing S 43°07'46" E with a chord distance of 545.96 feet to a point; thence continue along said right of way S 66°22'20" E a distance of 333.53 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 210.91 feet, said arc being subtended by a chord bearing S 59°55'55" E with a chord distance of 210.43 to a point; thence continue along said right of way S 54°21'27" E a distance of 307.73 feet to a point; thence continue along said right of way N 35°45'24" E a distance of 10.10 feet to a point; thence continue along said right of way S 54°17'37" E a distance of 262.97 feet to a point; thence continue along said right of way N 81°51'20" E a distance of 25.92 feet to a point located on the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74) (Right of way Varies); thence run along the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74) N 52°19'49" E a distance of 728.10 feet to a point; thence continue along said right of way N 52°38'41" E a distance of 1122.20 feet to a point; thence run N 37°39'40" W a distance of 49.77 feet to a point; thence run N 52°10'43" E a distance of 23.86 feet to a point; thence run N 52°10'43" E a distance of 86.33 feet to a point, thence run S 37°39'40" E a distance of 49.77 feet to a point, along the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74); thence along the westerly right of way of Roosevelt Highway (U. S. Highway #29/Georgia Highway 74) N 52°39'18" E a distance of 2,448.56 feet to a point, thence leaving said right of way run N 34°37'48" W a distance of 343.00 feet to a point; thence run N 38°10'20" W a distance of 1,280.37 feet to a point; thence run N 46°23'41" W a distance of 282.90 feet to a point; thence run N 69°05'56" E a distance of 300.00 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road – 60' R/W); crossing said right of way thence run N 19°30'17"W a distance of 124.97 feet to a point on the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) N 47°28'30" W a distance of 400.00 feet to a point; leaving said right of way thence run N 28°25'51" E a distance of 224.56 feet to a point; thence run S 21°52'48" E a distance of 504.16 feet to a point along the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60'

R/W); crossing said right of way thence run S 19°30'17" E a distance of 124.97 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the southern right of way of Virlyn B. Smith Road (aka Herndon Road - 60' R/W) N 48°15'56" W a distance of 183.95 feet to a point; thence continue along said right of way N 47°49'05" W a distance of 326.44 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 717.58 feet, said arc being subtended by a chord bearing N 50°25'01" W with a chord distance of 715.71 feet to a point; leaving said right of way thence run S 83°21'53" W a distance of 63.80 feet to a point; thence run S 17°47'00" E a distance of 404.60 feet to a point; thence run S 72°13'00" W a distance of 300.00 feet to a point; thence run S 84°59'16" W a distance of 44.64 to a point; thence run S 78°25'15" W a distance of 339.32 feet to a point; thence run N 17°02'04" W a distance of 940.46 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence continue along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) N 73°19'15" W a distance of 256.37 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 752.73 feet, said arc being subtended by a chord bearing N 59°13'27" W with a chord distance of 744.35 feet to a point; thence run N 44°16'49" W a distance of 738.49 feet to a point and the True Point of Beginning.

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3550 Lawrenceville-Sumner Rd.
Suite 102
Suwanee, Georgia 30024
Phone (770) 832-6350



JANUARY 19. 2000



APPLICATION FOR REZONING

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

REZONING #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: John Hardy Jones (10364 JHJ, LLC)
Address: 252 Smokerise Trace, Peachtree City, GA 30269
Phone: 678.633.8924 Cell: 678.633.8924 Fax: _____
Email Address: jhjones@johnhardyjones.com

OWNER INFORMATION (If different from Applicant)

Owner Name: _____
Address: _____
Phone: _____ Cell: _____ Fax: _____
Email Address: _____

PROPERTY INFORMATION

Address: Intersection of John Rivers Rd & Roosevelt Hwy
Parcel ID#: 07 270001681935 Land Lot: 167 District: 7

REZONING REQUEST

Current Zoning: PD Current Land Use: Commercial
Proposed Zoning: PD Proposed Land Use: Residential
Proposed Density (Residential Only): 8.12 Units per Acre

SECTION I

REZONING REQUEST

Office use only:

ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): _____

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from _____ to _____

Existing Zoning(s)

Proposed Zoning(s)

SECTION IV

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

a) If you are the sole owner of the property and not the petitioner complete Part 1.

b) If you are the petitioner and not the sole owner of the property complete Part 2.

c) If you are the sole owner and petitioner complete Part 1.

d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

10364 JHJ, LLC

TYPE OR PRINT OWNER'S NAME

252 Smokerise Trace

ADDRESS

Peachtree City GA 30269

CITY & STATE ZIP CODE

OWNER'S SIGNATURE

jhj@johnhardyjones.com

EMAIL ADDRESS

Sworn to and subscribed before me this the

3rd Day of AUGUST 2023

NOTARY PUBLIC

770 318 0112

PHONE NUMBER

NOTARY PUBLIC

DECEMBER 15, 2025

GREEN COUNTY, GEORGIA

PART 2.

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

EMAIL ADDRESS

Sworn to and subscribed before me this the

_____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele Battle

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

3562 Habersham at Northlake

ADDRESS

Tucker GA 30084

CITY & STATE

ZIP CODE

PETITIONER'S SIGNATURE
404 601 761 6

404.601.7616

PHONE

Legal Description – John Rivers Road

All that tract or parcel of land lying and being in Land Lot 167 of the 7th District, City of Fairburn, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a concrete monument found at the southwest corner of the mitered intersection of the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies), and the northeasterly right of way of John Rivers Road (R/W Varies), said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

Thence leaving said intersection and along the northeasterly right of way of John Rivers Road (R/W Varies) the following courses and distances:

North 53 Degrees 56 Minutes 58 Seconds West a distance of 263.38 feet to a concrete monument found;

South 36 Degrees 03 Minutes 39 Seconds West a distance of 9.97 feet to a point;

North 54 Degrees 00 Minutes 12 Seconds West a distance of 328.51 feet to a point;

Along a curve to the left, an arc distance of 128.22 feet, said curve having a radius of 880.00 feet and being subtended by a chord of 128.10 feet, at North 58 Degrees 10 Minutes 38 Seconds West to a point;

Thence leaving said right of way North 52 Degrees 24 Minutes 23 Seconds East a distance of 1,038.95 feet to a 1/2” rebar found;

Thence South 43 Degrees 17 Minutes 25 Seconds East a distance of 187.94 feet to a 1” open-top pipe found (bent);

Thence South 43 Degrees 58 Minutes 02 Seconds East a distance of 202.18 feet to a 1/2” rebar found;

Thence South 47 Degrees 06 Minutes 57 Seconds West a distance of 284.83 feet to a 1” open-top pipe found (bent);

Thence South 36 Degrees 54 Minutes 10 Seconds East a distance of 295.72 feet to a point at the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies);

Thence along said right of way the following courses and distances:

South 52 Degrees 28 Minutes 21 Seconds West a distance of 199.47 feet to a 1/2” rebar found (bent);

North 35 Degrees 54 Minutes 09 Seconds West a distance of 12.00 feet to a point;

South 52 Degrees 27 Minutes 54 Seconds West a distance of 349.86 feet to a concrete monument found at the northeast corner of the mitered intersection of the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies), and the northeasterly right of way of John Rivers Road (R/W Varies);

Thence along said mitered intersection South 81 Degrees 22 Minutes 59 Seconds West a distance of 25.50 feet to a concrete monument found at the southwest corner of said mitered intersection, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 13.365 Acres.



Battle Law

NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF CONTITUTIONAL RIGHTS

The portions of the City of Fairburn Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Fairburn Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City of Fairburn Mayor and City Council to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any Rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A refusal to allow the land use amendment and/or Rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would



Battle Law

be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or Rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the County an opportunity to revise the Property to a constitutional classification. If action is not taken by the County to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the County on notice that it may elect to file a claim in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

Deed Book 53128 Pg 689
Filed and Recorded Sep-17-2013 11:51am
2013-0245914
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Return to:
LANE & KARLO, LLP
1827 Powers Ferry Road
Building Five
Atlanta, Georgia 30339

File No: LK134279
LKJDA17 - #1565

CORRECTIVE QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF GLYNN

THIS INDENTURE, entered into this 4th day of September, in the year Two Thousand Thirteen, by and between

**AMERIS BANK, as Assignee of FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for HIGH TRUST BANK**

as a party or parties of the first part, hereinafter called Grantor, and

10364 JHJ, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of ONE AND NO/100THS (\$1.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 167, 7th District, Fulton County, Georgia, comprising 13.24 acres, as shown on plat of survey for John Hardy Jones & Robert C. Baral by Conkle - Lane & Associates (G. Tim Conkle, Registered Land Surveyor), dated April 18, 2013, and being more particularly described as follows:

BEGINNING at a right of way monument found at the mitered intersection of the northeasterly side of John Rivers Road and the northerly side of Roosevelt Highway, also known as U.S. Highway 29 - State Highway 14; running thence North 52 degrees 07 minutes 11 seconds West along the northeasterly right of way of John Rivers Road 263.11 feet to a iron stake placed; thence South 36 degrees 03 minutes 11 seconds West along the northwesterly right of way of John Rivers Road 9.97 feet to a concrete marker found; thence North 54 degrees 40 minutes 27 seconds West along the northeasterly right of way of John Rivers Road 328.41 feet to an iron stake found; thence northwesterly along the northeasterly right of way of John Rivers Road and following the curvature thereof to the left (said curve having a radius of 880.00 feet and being subtended by a chord bearing of North 59 degrees 43 minutes 53 seconds West and a distance of 126.97 feet) 127.08 feet to an iron stake found; thence, leaving said right of way, North 52 degrees 10 minutes 31 seconds East 9.76 feet to an iron stake found; thence North 52 degrees 02 minutes 49 seconds East 89.73 feet to an iron stake found; thence North 52 degrees 04 minutes 59 seconds East 74.31 feet to an iron stake found; thence North 52 degrees 08 minutes 30 seconds East 69.96 feet to an iron stake found; thence North 52 degrees 05 minutes 44 seconds East 58.30 feet to an iron stake found; thence North 52 degrees 01 minutes 40 seconds East 50.01 feet to an iron stake found; thence North 52 degrees 07 minutes 21 seconds East 50.07 feet to an iron stake found; thence North 52 degrees 05 minutes 52 seconds East 49.93 feet to an iron stake found; thence North 52 degrees 08 minutes 45 seconds East 50.56 feet to an iron stake found; thence North 52 degrees 06 minutes 45 seconds East 49.95 feet to an iron stake found; thence North 52 degrees 00 minutes 55 seconds East 53.05 feet to an iron stake found; thence North 52 degrees 07 minutes 32 seconds East 53.01 feet to an iron stake found; thence North 52 degrees 02 minutes 10 seconds East 52.98 feet to an iron stake found; thence North 51 degrees 55 minutes 43 seconds East 111.33 feet to an iron stake found; thence North 52 degrees 10 minutes 32 seconds East 171.24 feet to an iron stake found; thence North 52 degrees 00 minutes 48 seconds East 39.09 feet to an iron stake found; thence South 43 degrees 38 minutes 11 seconds East 187.86 feet to an iron stake found; thence South 44 degrees 18 minutes 38 seconds East 202.24 feet to an iron stake found; thence South 46 degrees 45 minutes 05 seconds West 284.69 feet to an iron stake found; thence South 37 degrees 10 minutes 50 seconds East 284.88 feet to an iron stake placed on the northwesterly right of way of Roosevelt Highway; thence South 52 degrees 30 minutes 42 seconds West along the northwesterly right of way of Roosevelt Highway 199.26 feet to a right of way marker found; thence South 37 degrees 47 minutes 00 seconds East along the southwesterly right of way of Roosevelt Highway 12.01 feet to a right of way marker found; thence South 54 degrees 05 minutes 13 seconds West along the northwesterly right of way of Roosevelt Highway 350.01 feet to a right of way marker found; thence South 81 degrees 54 minutes 04 seconds West along the northerly right of way of Roosevelt Highway 25.79 feet to a right of way monument found on the northeasterly right of way of John Rivers Road and the point of beginning.

THIS DEED is given to correct the description contained in that certain prior Quitclaim Deed

from Ameris Bank, as Assignee of Federal Deposit Insurance Corporation, as Receiver for High Trust Bank, to 10364 JHJ, LLC, dated May 31, 2013, recorded in Deed Book 52733, Page 298, Fulton County records.

GRANTOR HEREIN is successor in interest to High Trust Bank by virtue of and in and by that certain Purchase and Assumption Agreement by and among Federal Deposit Insurance Corporation, Receiver of High Trust Bank, Stockbridge, Georgia, Federal Deposit Insurance Corporation, and Ameris Bank, dated as of July 15, 2011, by reference incorporated herein and made a part hereof.

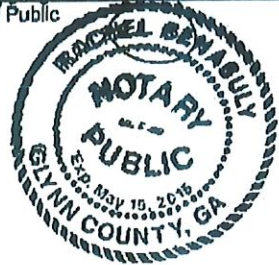
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed effective the day and year above written.

Signed, sealed and delivered in the presence of:

Forrie Lewis
Unofficial Witness

[Signature]
Notary Public



AMERIS BANK, as Assignee as aforesaid

By: [Signature] (SEAL)
W. David Aldridge, VP/SAO

By: [Signature] (SEAL)
Teresa Jones, VP/LO

LETTER OF INTENT FOR THE REZONING APPLICATION OF 10364 JHJ, LLC.

10364 JHJ, LLC (the "Applicant") submits this Letter of Intent and attached Rezoning Application (the Application) for the purpose of amending the Master Plan PD zoning of Durham Lakes Golf and Country Club to permit townhomes on the 13.3 acres of land (the "Property") situated at the northeast corner of John Rivers Road and Roosevelt Highway. The property is within the limits of Fairburn and is bordered by John Rivers Road to the southwest, Roosevelt Hwy to the southeast, the Durham Lakes community to the northwest and 6623 Roosevelt Hwy to the northeast. The Property is mostly wooded and is currently zoned PD with convenient access to the downtown area of Fairburn and Interstate 85.

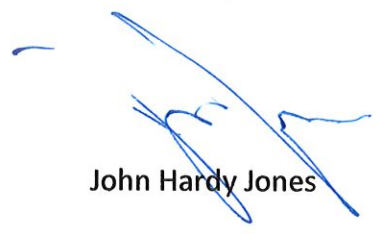
The Applicant proposes to develop the Property for a fee-simple residential community for a total of 108 townhomes at a size, quality and price commensurate with or exceeding existing townhomes in the surrounding area. The Property is adjacent to other PD zoned property to the northwest and R-1 zoned property to the northeast.

The proposed townhomes will be 22' in width and a minimum of 1,400 heated SF. The front façade of the proposed homes would be constructed of a mixture of brick, stone, and/or fiber-cement shake/siding (including board and batten). The proposed development would also include an amenity area consisting of a walking trail and open-air pavilion. The proposed land use is in keeping with the City's Comprehensive Land Use Plan, which contemplates a medium density residential use for the 13.64 acres. The comprehensive plan defines medium density residential developments as residential communities developed with ¼ acre lots and smaller.

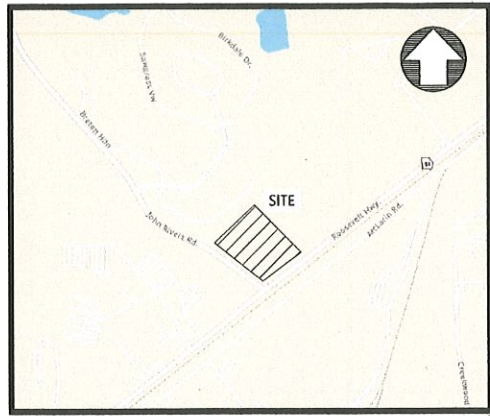
The proposed development would be a quality development that is compatible with development in the surrounding area. Further, surrounding development and existing homes would not face major negative impacts as a result of the proposed development.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Fairburn to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Rezoning Application filed herewith. The Applicant respectfully request your approval of this Application. Respectfully submitted this 3rd day of April 2023.

Thank You,



John Hardy Jones



SITE LOCATION MAP (NTS)



SITE LEGEND

- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SETBACK LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED SETBACK LINE
- 24" CURB AND GUTTER
- SIGN
- GRATE INLET
- STORM MANHOLE
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- OUTLET CONTROL STRUCTURE
- HEADWALL
- SANITARY SEWER MANHOLE
- CONCRETE

SITE AREA

TOTAL PROPERTY AREA: 133+ AC
PROPOSED IMPERVIOUS AREA: 5.7+ AC (4.8%)

ZONING CLASSIFICATION

JURISDICTION: CITY OF FAIRBURN
EXISTING ZONING: PD (PLANNED DEVELOPMENT)
PROPOSED ZONING: PD (PLANNED DEVELOPMENT)

DEVELOPMENT PROPOSAL

PROPOSED DENSITY: 108 UNITS (8.12 UNITS/ACRE)
FRONT SETBACK: 15' LOCAL/25' COLLECTOR
SIDE SETBACK: 15'
REAR SETBACK: 25'
MAX. HEIGHT: 48'
MAX. LOT COVERAGE: 65%
MIN. HEATED FLOOR AREA: 1,000 SF
MIN. LAND AREA PER DWELLING UNIT: 1,200 SF
OPEN SPACE REQUIRED: 24% (3.2 ACRES)
OPEN SPACE PROVIDED: INCLUDES NATURE TRAIL AND OPEN PLAY AREA
PARKING REQUIRED: 216 SPACES (2 SPACES/UNIT)
PARKING PROVIDED: 275 SPACES (2.54 SPACES/UNIT)
108 GARAGE SPACES
100 DRIVEWAY SPACES
59 GUEST PARKING SPACES

CONTACT INFORMATION

OWNER: JOHN HARDY JONES
252 SMOKEHOUSE TRACT
PEACHTREE CITY, GA 30268
P: 678-633-6924
DEVELOPER: STARLIGHT HOMES
ATTN: JOE INGRAM
3830 MARSHALL ROAD, SUITE 300
ALPHARETTA, GA 30022
E: JOE.INGRAM@STARLIGHTHOMES.COM
P: 770-652-2512
ENGINEER: ATWELL LLC
ATTN: DAN GIBBS
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA 30067
E: DGIBBS@ATWELL-GROUP.COM
P: 404-895-9446



Know what's below.
Call before you dig.
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER AND ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION WORK. ANY AND ALL DAMAGES FROM ANY WORK OCCURRED BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NO LIABILITY SHALL BE ASSUMED BY ATWELL LLC FOR ANY AND ALL DAMAGES FROM ANY WORK OCCURRED BY THE CONTRACTOR. NO LIABILITY SHALL BE ASSUMED BY ATWELL LLC FOR ANY AND ALL DAMAGES FROM ANY WORK OCCURRED BY THE CONTRACTOR.

NOTICE: CONSTRUCTION OF THIS PROJECT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION WORK. ANY AND ALL DAMAGES FROM ANY WORK OCCURRED BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NO LIABILITY SHALL BE ASSUMED BY ATWELL LLC FOR ANY AND ALL DAMAGES FROM ANY WORK OCCURRED BY THE CONTRACTOR.

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ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC.

24 HOUR
EMERGENCY CONTACT
CHRISTIAN WITTER
914.338.6034



LAND LOT 167, 7TH DIST.

JOHN RIVERS ROAD

CITY OF FAIRBURN

FULTON COUNTY, GEORGIA

JOHN RIVERS ROAD TOWNHOMES

STARLIGHT HOMES

ZONING PLAN

DATE 04-03-23

REVISIONS

SCALE: 1"=50'

DRAWN BY: SSW
CHECKED BY: SW
PROJECT MANAGER: DG
JOB #: 22001155
FILE CODE: CSP
SHEET NO. ZP1

CAD FILE: 2001155-CAD SITE PLAN

NOT ISSUED FOR CONSTRUCTION

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 167 of the 7th District, City of Fairburn, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a concrete monument found at the southwest corner of the mitered intersection of the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies), and the northeasterly right of way of John Rivers Road (R/W Varies), said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED:
Thence leaving said intersection and along the northeasterly right of way of John Rivers Road (R/W Varies) the following courses and distances:
North 53 Degrees 58 Minutes 58 Seconds West a distance of 263.38 feet to a concrete monument found;
South 36 Degrees 03 Minutes 39 Seconds West a distance of 9.97 feet to a point;
North 54 Degrees 00 Minutes 12 Seconds West a distance of 328.51 feet to a point;
Along a curve to the left, an arc distance of 128.22 feet, said curve having a radius of 880.00 feet and being subtended by a chord of 126.10 feet, at North 58 Degrees 10 Minutes 38 Seconds West to a point;
Thence leaving said right of way North 52 Degrees 24 Minutes 23 Seconds East a distance of 1,038.95 feet to a 1/2" rebar found;
Thence South 43 Degrees 17 Minutes 25 Seconds East a distance of 187.94 feet to a 1" open-top pipe found (bent);
Thence South 43 Degrees 58 Minutes 02 Seconds East a distance of 202.18 feet to a 1/2" rebar found;
Thence South 47 Degrees 06 Minutes 57 Seconds East a distance of 284.83 feet to a 1" open-top pipe found (bent);
Thence South 36 Degrees 54 Minutes 10 Seconds East a distance of 295.72 feet to a point at the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies), and the northeasterly right of way of John Rivers Road (R/W Varies);
Thence along said right of way the following courses and distances:
South 52 Degrees 28 Minutes 21 Seconds West a distance of 199.47 feet to a 1/2" rebar found (bent);
North 35 Degrees 54 Minutes 09 Seconds West a distance of 12.00 feet to a point;
South 52 Degrees 27 Minutes 54 Seconds West a distance of 349.86 feet to a concrete monument found at the northeast corner of the mitered intersection of the northwesterly right of way of Roosevelt Highway (a.k.a. U.S. Highway 29 & State Route 14)(R/W Varies), and the northeasterly right of way of John Rivers Road (R/W Varies);
Thence along said mitered intersection South 81 Degrees 22 Minutes 59 Seconds West a distance of 25.50 feet to a concrete monument found at the southwest corner of said mitered intersection, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 13.365 Acres.

TOTAL AREA=
13.365 ACRES

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 1 SECOND PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 70,204. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 492,281.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S3 TOTAL STATION.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(NAD83)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-NORTH ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

ALL ROADWAY DIMENSIONS SHOWN ARE MEASURED FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.

DATE OF FIELD WORK: 06/02/2022
DATE OF SUBSEQUENT SITE RE-INSPECTION: 10/19/2022

ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS NOTED OTHERWISE.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS SITE IS SHOWN TO BE WITHIN THE LIMITS OF A 100 YR. FLOOD HAZARD AREA AS PER F.L.R.M. FULTON COUNTY, GEORGIA, AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 1312104616 DATED 9/18/2013.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

ALL OBSERVED ABOVE GROUND UTILITY LOCATIONS ON THIS PROPERTY WERE OBTAINED FROM FIELD OBSERVATIONS AND ARE SHOWN HEREON. THE UNDERGROUND UTILITIES ARE SHOWN HEREON BASED ON FIELD LOCATION OF MARKINGS PROVIDED BY:

UTILISURVEY, LLC
1227 NORTH PEACHTREE PARKWAY, STE 178
PEACHTREE CITY, GEORGIA 30269
PHONE: (404.312.6912)

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE) WERE LOCATED BY RHD SERVICES UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON-METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE, INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES NOT PROVIDED TO SURVEYOR AND CANNOT BE VERIFIED [TABLE A, ITEM 11(b)].

THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED (ON SURVEYED TRACT) IN THE PROCESS OF CONDUCTING THE FIELD WORK (TABLE A, ITEM 16).

SITE ADDRESS IS LISTED AS:
JOHN RIVERS RD
FAIRBURN, GA 30213

THE CURRENT PARCEL IDENTIFICATION NUMBER IS 07 270001681935.

THERE WAS NO VISIBLE EVIDENCE OF CEMETERIES, GRAVESITES, OR BURIAL GROUNDS OBSERVED ON PROPERTY IN THE PROCESS OF CONDUCTING THE FIELD WORK.

THE PROPERTY DESCRIBED HEREON HAS DIRECT ACCESS TO JOHN RIVERS ROAD AND ROOSEVELT HIGHWAY, BOTH A PUBLIC RIGHT OF WAY.

THE PROPERTY DESCRIBED HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE ALTA OWNER'S COMMITMENT FOR TITLE INSURANCE AS REFERENCED ON THE FACE OF THIS SURVEY.

SYMBOL LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET
- RIGHT-OF-WAY MONUMENT FOUND
- ADJOINING LOT NUMBER
- LOT NUMBER
- LAND LOT NUMBER
- SIGN
- CABLE TV BOX
- CABLE TV MANHOLE
- FIBER OPTIC CABLE MARKER
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- GUY WIRE AND ANCHOR
- GUY POLE
- LIGHT POLE (LP)
- POWER POLE (PP)
- PAGE
- TRANSFORMER
- GAS MANHOLE
- GAS LINE MARKER
- R/W
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- FLARED END SECTION
- HEADWALL
- JUNCTION BOX
- YARD INLET
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- FIRE DEPARTMENT CONNECTION
- FIRE FRICTION
- IRRIGATION CONTROL VALVE
- POST INDICATOR VALVE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WATER VAULT

ABBREVIATIONS

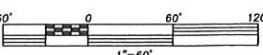
- A.E. ACCESS EASEMENT
- B.C. BACK OF CURB
- B.M. BENCHMARK
- B.S.L. BUILDING SETBACK LINE
- C.G. CURB AND GUTTER
- C.L. CENTERLINE
- C.L.F. CHAIN LINK FENCE
- C.M.F. CONCRETE MONUMENT FOUND
- C.W.F. CONCRETE WALL FOUND
- C.T. CRIMPED TOP PIPE FOUND
- D.B. DEED BOOK
- D.E. DRAINAGE EASEMENT
- E. EXISTING
- E.P. EDGE OF PAVEMENT
- F. FENCE
- L.L. LAND LOT LINE
- O.T. OPEN TOP PIPE FOUND
- P.B. PLAT BOOK
- P. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.P.P. PROPOSED
- R/W. RIGHT OF WAY
- S.S. SANITARY SEWER
- S.S.E. SANITARY SEWER EASEMENT
- P.L. PROPERTY LINE
- S.S.M. SANITARY SEWER MANHOLE
- U.E. UTILITY EASEMENT
- C.I. CURB INLET
- D.I. DROP INLET
- D.W.C. DOUBLE WING CATCH BASIN
- F.I. FLARED END SECTION
- H.W. HEADWALL
- J.B. JUNCTION BOX
- O.C.S. OUTLET CONTROL STRUCTURE
- H.C. HIGH CATCH BASIN
- S.W.C. SINGLE WING CATCH BASIN
- W.I. WEIR INLET
- Y. YARD INLET
- C.M.P. CORRUGATED METAL PIPE
- D.I.P. DUCTILE IRON PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. POLYVINYL CHLORIDE PIPE
- R.C.P. REINFORCED CONCRETE PIPE
- V.C.P. VITRIFIED CLAY PIPE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S36°03'39"W	9.97
L2	N35°54'09"W	12.00
L3	S81°22'59"W	25.50

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY CENTERLINE
- CRACK CENTERLINE
- LAND LOT LINE
- METAL FENCE
- WOOD FENCE
- GUARDRAIL
- OVERHEAD UTILITY LINE
- UNDERGROUND CABLE TV LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS PIPE
- UNDERGROUND SANITARY SEWER PIPE
- UNDERGROUND STORM SEWER PIPE
- UNDERGROUND STREET LIGHTING LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND WATER PIPE



TITLE EXCEPTIONS

THE FOLLOWING EXCEPTIONS ARE LISTED IN SCHEDULE B, SECTION 2 OF THE 2ND RESTATED ALTA OWNER'S COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 3338011, EFFECTIVE DATE SEPTEMBER 18, 2022.

- Easement from J. W. Cook to Georgia Power Company, dated January 5, 1936, recorded in Deed Book 1692, page 84(b), Fulton County, Georgia records, (MAY AFFECT SUBJECT PROPERTY); LOCATION OF ENCUMBERED PROPERTY CANNOT BE DETERMINED FROM RECORD DESCRIPTION.
 - Pursuant to letter dated August 5, 2022, Georgia Power Company claims no further interest in the above-mentioned document except the right to operate, maintain, rebuild and renew its existing facilities, under all terms and conditions of its easement, within its presently maintained right of way.
- Right of Way Easement from J. Wayne Cook to Georgia Power Company, dated January 14, 1964, recorded in Deed Book 2084, page 223, aforesaid records, (MAY AFFECT SUBJECT PROPERTY); LOCATION OF ENCUMBERED PROPERTY CANNOT BE DETERMINED FROM RECORD DESCRIPTION.
 - Pursuant to letter dated August 5, 2022, Georgia Power Company claims no further interest in the above-mentioned document except the right to operate, maintain, rebuild and renew its existing facilities, under all terms and conditions of its easement, within its presently maintained right of way.
- Right of Way Easement from J. Wayne Cook to Georgia Power Company, dated February 12, 1957, recorded in Deed Book 3198, page 223, aforesaid records, (MAY AFFECT SUBJECT PROPERTY); LOCATION OF ENCUMBERED PROPERTY CANNOT BE DETERMINED FROM RECORD DESCRIPTION.
 - Pursuant to letter dated August 5, 2022, Georgia Power Company claims no further interest in the above-mentioned document except the right to operate, maintain, rebuild and renew its existing facilities, under all terms and conditions of its easement, within its presently maintained right of way.
- Easement from J. Wayne Cook to Georgia Power Company, dated February 13, 1958, recorded in Deed Book 3307, page 398, aforesaid records, (MAY AFFECT SUBJECT PROPERTY); LOCATION OF ENCUMBERED PROPERTY CANNOT BE DETERMINED FROM RECORD DESCRIPTION.
 - Pursuant to letter dated August 5, 2022, Georgia Power Company claims no further interest in the above-mentioned document except the right to operate, maintain, rebuild and renew its existing facilities, under all terms and conditions of its easement, within its presently maintained right of way.
- Easements contained in that certain Declaration of Taking made pursuant to Civil Action No. E23188 styled Department of Transportation vs. A. D. Cook, et al., filed in the Fulton County Superior Court, dated August 12, 1993, recorded in Deed Book 17236, page 55, aforesaid records, (AFFECTS SUBJECT PROPERTY AS SHOWN).
- Easements contained in that certain Declaration of Taking made pursuant to Civil Action No. E23988 styled Department of Transportation vs. Doris Cook Smith, et al., filed in the Fulton County Superior Court, dated December 21, 1993, recorded in Deed Book 17785, page 258, aforesaid records, (AFFECTS SUBJECT PROPERTY AS SHOWN).
- Permit to Cut or Trim Trees from Doris Cook Smith, et al. to Georgia Power Company, dated June 30, 1995, recorded in Deed Book 20016, page 129, aforesaid records, (MAY AFFECT SUBJECT PROPERTY); LOCATION OF ENCUMBERED PROPERTY CANNOT BE DETERMINED FROM RECORD DESCRIPTION.
 - Pursuant to letter dated August 5, 2022, Georgia Power Company claims no further interest in the above-mentioned document except the right to operate, maintain, rebuild and renew its existing facilities, under all terms and conditions of its easement, within its presently maintained right of way.
- Permit to Cut or Trim Trees from Doris Cook Smith, et al. to Georgia Power Company, dated June 30, 1995, recorded in Deed Book 20016, page 129, aforesaid records, (MAY AFFECT SUBJECT PROPERTY); LOCATION OF ENCUMBERED PROPERTY CANNOT BE DETERMINED FROM RECORD DESCRIPTION.
 - Pursuant to letter dated August 5, 2022, Georgia Power Company claims no further interest in the above-mentioned document except the right to operate, maintain, rebuild and renew its existing facilities, under all terms and conditions of its easement, within its presently maintained right of way.
- Intentionally Deleted Per Survey.
- Easement from Durham Lakes Development, LLC to the City of Fairburn, Georgia, dated February 10, 2003, recorded in Deed Book 34204, page 416, aforesaid records, (MAY AFFECT SUBJECT PROPERTY); EASEMENTS REFERENCED IN EXHIBITS EA1, EA2, AND EA3 HEREIN NOT ATTACHED IN RECORD DOCUMENT.
 - NOTE: This item will be intentionally deleted upon satisfaction of Schedule B, Section 1, Requirement 14.
- Intentionally Deleted Per Survey.
- Easements, covenants, obligations and restrictions contained in that certain Declaration of Covenants, Conditions and Restrictions for Durham Lakes made by Durham Lakes Development, LLC, dated December 9, 2003, recorded in Deed Book 36835, page 33, aforesaid records, (AFFECTS SUBJECT PROPERTY); EASEMENTS REFERENCED HEREIN NOT PLOTTABLE.
 - NOTE: This item will be intentionally deleted upon satisfaction of Schedule B, Section 1, Requirement 15.
- Easements reserved in the following:
 - Warranty Deed from Durham Lakes Development, LLC to Old Towne Development Builders, LLC, dated September 15, 2004, recorded in Deed Book 38541, page 449, aforesaid records, (AFFECTS SUBJECT PROPERTY); PERPETUAL EASEMENT AFFECTS PORTION OF PROPERTY AS SHOWN and
 - Warranty Deed from Durham Lakes Development, LLC to Old Towne Development Builders, LLC, dated September 15, 2004, recorded in Deed Book 38541, page 454, aforesaid records, (AFFECTS SUBJECT PROPERTY); PERPETUAL EASEMENT AFFECTS PORTION OF PROPERTY AS SHOWN
- NOTE: This item will be intentionally deleted upon satisfaction of Schedule B, Section 1, Requirement 16.
- Easement from Durham Lakes Development, LLC to City of Fairburn, Georgia, dated March 15, 2006, recorded in Deed Book 42353, page 179, aforesaid records, (AFFECTS SUBJECT PROPERTY AS SHOWN).
- Intentionally Deleted Per Survey.
- Intentionally Deleted Per Survey.
- Easement for Gas Regulator Station from 10384 JH, LLC to Atlanta Gas Light Company, dated May 1, 2020, recorded in Deed Book 62360, page 446, aforesaid records, (AFFECTS SUBJECT PROPERTY AS SHOWN).
- Holders shown on that certain ALTA/NSPS Land Title Survey for Starlight Homes Georgia, LLC, and First American Title Insurance Company, prepared by Gunning Land Surveying, signed and certified by Jesse R. Gunnin, Georgia Registered Land Surveyor No. 3079, dated June 7, 2022, last revised (the "Survey"), as follows:
 - Fencing and gravel drive encroachment into adjacent property.
 - Gas pipeline substation and gas lines located on and crossing through subject property.
 - Water valves, fire hydrants and water lines located on and crossing through subject property.
 - Rip-rap located on and encroaching out of subject property.
 - Guy wire encroaching into subject property.

AS A MATTER OF INFORMATION

Subsequent to the date of this Survey, the Surveyor has been advised that certain Declaration of Covenants, Conditions and Restrictions for Durham Lakes made by Durham Lakes Development, LLC, dated December 9, 2003, recorded in Deed Book 38398, page 336, Fulton County, Georgia records, as re-recorded at Deed Book 38408, page 295, aforesaid records, as further amended.

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE, DEDICATE, OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JESSE R. GUNNIN, GA RLS NO. 3079
10/28/22
DATE

ALTA/NSPS LAND TITLE SURVEY FOR:
STARLIGHT HOMES GEORGIA L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, AND FIRST AMERICAN TITLE INSURANCE COMPANY

LOCATED IN LAND LOT 167
7th DISTRICT, CITY OF FAIRBURN
FULTON COUNTY, GEORGIA
OCTOBER 28, 2022

GEORGIA
REGISTERED
LAND
SURVEYOR
JESSE R. GUNNIN
141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninlandsurvey.com
678.880.7502
Georgia LSF 000033 - Gunning Land Surveying, LLC

DRAWN BY: JZC
CHECKED BY: JRG

PROJECT NO. 22012

SHEET 1 OF 1



SITE VICINITY MAP

SITE AREA	
TOTAL PROPERTY AREA:	13.3± AC
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF FAIRBURN
EXISTING ZONING:	PD (PLANNED DEVELOPMENT)
DEVELOPMENT PROPOSAL	
PROPOSED DENSITY	108 UNITS (8.12 UNITS/ACRE)
FRONT SETBACK	15' LOCAL/25' COLLECTOR
SIDE SETBACK	15'
REAR SETBACK	25'
MAX. HEIGHT	48'
MAX. LOT COVERAGE	65%
MIN. HEATED FLOOR AREA	1,000 SF
MIN. LAND AREA PER DWELLING UNIT	1,200 SF
OPEN SPACE REQUIRED	20% (2.66 ACRES)
OPEN SPACE PROVIDED	24% (3.2 ACRES)
	INCLUDES NATURE TRAIL AND OPEN PLAY AREA
PARKING REQUIRED	216 SPACES (2 SPACES/UNIT)
PARKING PROVIDED	275 SPACES (2.54 SPACES/UNIT)
	108 GARAGE SPACES
	108 DRIVEWAY SPACES
	59 GUEST PARKING SPACES
NOTES	
BASE INFORMATION PROVIDED BY GIS DATA.	

NOTE: LANDSCAPING SHOWN IS FOR CONCEPTUAL AND ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO CONVEY WHAT WILL ACTUALLY BE BUILT. LANDSCAPING FOR THE SUBDIVISION AND LOTS WILL FOLLOW ALL CITY CODE REQUIREMENTS.

JOHN RIVERS ROAD TOWNHOME COMMUNITY





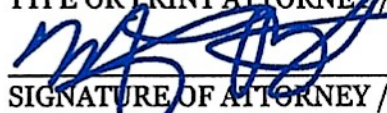
SECTION V

ATTORNEY / AGENT

Check One: ☒ Attorney ☐ Agent

Michele L. Battle

TYPE OR PRINT ATTORNEY / AGENT NAME



SIGNATURE OF ATTORNEY / AGENT

3562 Habersham at Northlake, Building J, Suite 100

ADDRESS

Tucker, GA

30084

CITY & STATE

ZIP CODE



PETITIONER'S SIGNATURE

404-601-7616

PHONE

SEAL

THESE DRAWINGS PREPARED BY SEARS SMITH AND ASSOCIATES, INC. FOR THIS PROJECT ARE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, SEARS SMITH AND ASSOCIATES, INC. SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT. THESE DRAWINGS SHALL NOT BE USED BY OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING BY SEARS SMITH AND ASSOCIATES, INC.

REVISIONS

#	DATE	REMARKS

PROJECT TITLE

FAIRBURN TOWNHOMES
JOHN RIVERS ROAD
CITY OF FAIRBURN
FULTON COUNTY, GEORGIA
TAX PARCELS: 07 270001681935

PREPARED FOR

ASHTON WOODS
3820 MANSELL RD
SUITE 300
ALPHARETTA, GA 30022
770.652.2512

SHEET TITLE

ENHANCED
LANDSCAPE EXHIBIT

DRAWN: MSD
CHECKED: CCS

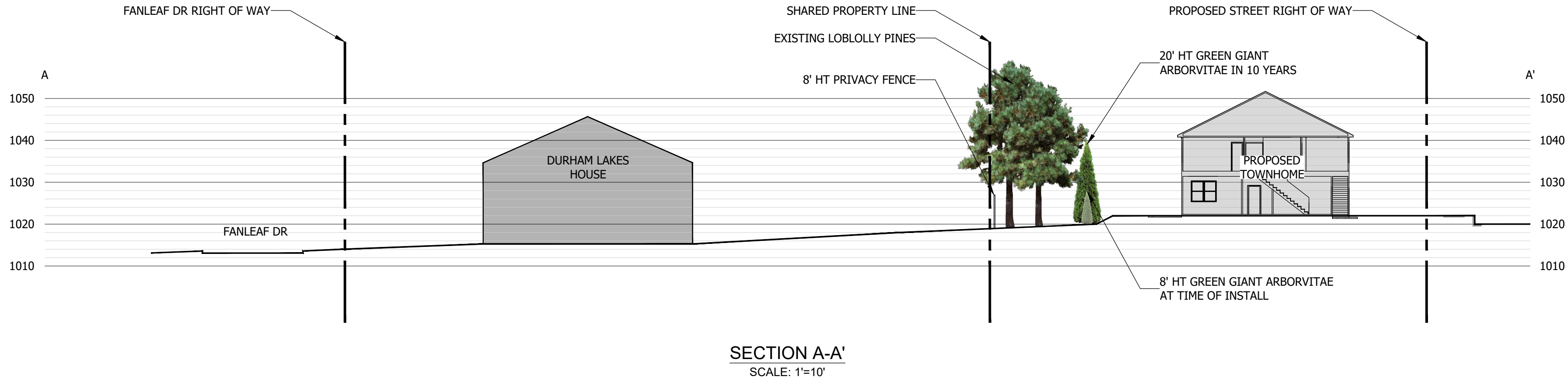
DATE

JUNE 19, 2023

☒ CLIENT REVIEW
☐ FOR PERMIT / REVIEW
☐ BID SET
☐ CONSTRUCTION

SHEET NUMBER

L1.0





MEMORANDUM

TO: Daniel Gibbs, Director, Atwell, LLC

FROM: Andrew Antweiler, PE, PTOE, KCI Technologies, Inc.

DATE: March 31, 2023

RE: John Rivers Road Townhome Community – Site Trip Generation

KCI Technologies, Inc. has prepared this memorandum summarizing the expected trip generation and driveway volumes for the proposed residential development. The site is located along the north side of John Rivers Road in the City of Fairburn. Site access is proposed via one driveway onto John Rivers Road. Based on the concept plan, we understand the development will include 108 townhomes.

Site Access

John Rivers Road is a two-lane roadway with a 35MPH posted speed limit. The development proposes one driveway/access location. The driveway will allow two-way traffic and provide access to the intersection at Roosevelt Highway. Site access is illustrated in **Figure 1**.

Estimated Site Traffic

Traffic anticipated to be generated by the residential use was based on the Trip Generation Manual, 11th Edition, by the Institute of Transportation Engineers (ITE). This is the nationally recognized database which provides trip generation estimates for a wide variety of land uses. For this development, site traffic was estimated for the typical weekday daily, AM peak hour, and PM peak hour volumes for the most applicable lane use code: Single-Family Attached Homes (Land Use Code 215).

Table 1 summarizes the expect site trip generation. The total number of vehicles (entering plus exiting) the site on a weekday is estimated to be 768 vehicles. The total number of vehicles during the AM peak hour is 50 vehicles and during the PM peak hour is 61 vehicles.

Table 1: Development Trip Generation								
Land Use (ITE Code)	Units	Daily Trips	AM Peak Hour			PM Peak Hour		
		Two-Way Total	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached (210)	108	768	16	34	50	19	42	61
Total Driveway Trips		768	16	34	50	19	42	61

Figure 1 illustrates the proposed trips entering and exiting at the driveway location for the weekday, AM peak hour, and PM peak hour. This memorandum provides an estimate of traffic volumes for the site. The actual traffic volumes may vary.

LEGEND:

XX AM Peak Hour Traffic Volumes
(XX) PM Peak Hour Traffic Volumes
[XX] Weekday Traffic Volumes



Not to Scale



**Site Traffic Memorandum
John River Road Townhomes
City of Fairburn, Georgia**

**Access Locations
& Driveway
Volumes**

**Figure
1**

Re: REZONING ORDINANCE 2003 - 192
Property of Durham Lakes Golf and Country Club
Community; 570.45 acres; Land Lots 49 and 50,
9F District; Land Lots 152, 153, 167, 168, 169, 174
and 175, 7th District; Fairburn,
Fulton County, Georgia

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY
OF FAIRBURN, GEORGIA, TO REZONE CERTAIN REAL PROPERTY
WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN; TO PROVIDE
FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF
THE SAME THAT:

Section 1. The area of the City of Fairburn, known as the *Durham Lakes Golf and Country Club Tract*, as described in Exhibit A and Exhibit B, which are attached to and incorporated as part of this Ordinance, is hereby zoned **PD-02 Planned Development** unless and until changed, revised or amended.

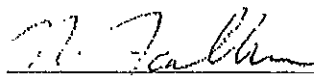
Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council hereby declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. This Ordinance shall become effective on the 12th day of August 2003.

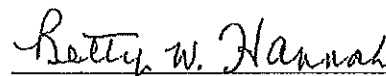
Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 11th day of August, 2003 by the Mayor and Council of the City of Fairburn, Georgia.

ATTEST:



City Clerk
[SEAL]



Mayor

EXHIBIT B
THE DURHAM LAKES GOLF AND COUNTRY CLUB COMMUNITY
PD-02 Planned Development
Approved August 11, 2003

I. Purpose

This is a planned, mixed-use development consisting of 570.45 acres located on the northwest side of the City, north of US Highway 29 and southwest of Virlyn B. Smith Road. It is more particularly described in Exhibit A. The planned uses are single-family detached residential, retail and office commercial, and an 18-hole golf course.

II. Permitted Uses

- A. Single-Family Detached Residential Dwellings (872)
- B. Retail and Office Commercial (714,000 square feet)
- C. 18-hole Golf Course
- D. Accessory Buildings and Uses Incidental to the Above Use
- E. Home Occupations
- F. Amenity Buildings, Facilities and Lands
- G. Publicly Owned Buildings, Facilities and Lands

III. Development Standards

AREA 1:

- 1-A. Development Area 1 is a residential component of this mixed-use development project. It is comprised of 117.6 acres.
- 1-B. Maximum Number of Residential Lots = 423.
- 1-C. Minimum Lot Area = 6000 square feet.
- 1-D. Minimum Lot Width = 50 feet, at front building setback line.
- 1-E. Minimum Heated Floor Area = 1400 square feet.
- 1-F. Minimum Front Yard = 25 feet.
- 1-G. Minimum Side Yard = 5 feet.
- 1-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 1-I. Maximum Building Height = 35 feet.

AREA 2:

- 2-A. Development Area 2 is a residential component of this mixed-use development project. It is comprised of 46 acres.
- 2-B. Maximum Number of Residential Lots = 157.
- 2-C. Minimum Lot Area = 6000 square feet.
- 2-D. Minimum Lot Width = 65 feet, at front building setback line.
- 2-E. Minimum Heated Floor Area = 1500 square feet.
- 2-F. Minimum Front Yard = 25 feet.
- 2-G. Minimum Side Yard = 5 feet.
- 2-H. Minimum Rear Yard = 25 feet, 60 feet adjacent to golf course.
- 2-I. Maximum Building Height = 35 feet.

AREA 3:

- 3-A. Development Area 3 is a residential component of this mixed-use development project. It is comprised of 160.45 acres.
- 3-B. Maximum Number of Residential Lots = 292.
- 3-C. Minimum Lot Area = 11,250 square feet.
- 3-D. Minimum Lot Width = 80 feet.
- 3-E. Minimum Heated Floor Area = 1600 square feet.
- 3-F. Minimum Front Yard = 30 feet.
- 3-G. Minimum Side Yard = 10 feet.
- 3-H. Minimum Rear Yard = 30 feet, 60 feet adjacent to golf course.
- 3-I. Maximum Building Height = 35 feet.

AREA 4:

- 4-A. Development Area 4 is the 18-hole golf course component of this mixed-use development project. It is comprised of 175 acres.
- 4-B. No building shall exceed 35 feet in height or be located within 40 feet of an adjacent property line.

AREA 5:

- 5-A. Development Area 5 is the retail/office commercial component of this mixed-use development project. It is comprised of 71.4 acres.
- 5-B. The total floor area of commercial space shall not exceed 714,000 square feet.
- 5-C. All development within this commercial area shall be in accordance with the requirements of Section 4.16 C-2 Highway Commercial District.

IV. Design Standards

- A. Off-street parking shall be provided as specified in Article 13 of the Zoning Ordinance.
- B. Buffers shall be provided as specified in Article 14 of the Zoning Ordinance.
- C. All Utilities shall be installed underground throughout this project area.
- D. Sidewalks shall be provided throughout this project area and shall be designed to interconnect the various mixed-use areas.

The planned development could be more fully described as follows:

PD Planned Development District, PD-08 (Durham Lakes Commercial)

This planned development district is located in Land Lots 167 & 175 of the 7th Land District and Land Lots 49 & 50 of the 9th Land District of Fulton County, Georgia in the City of Fairburn, further described as located northeast of Johns River Road, northwest of Roosevelt Highway (GA Hwy 29), and southwest of Virlyn B. Smith Road. Access to the commercial sites is through Johns River Road, Roosevelt Highway and Virlyn B. Smith Road.

It is comprised of 71.4 acres. Its land use will be highway service business commercial with a minimum lot size of ½ acre.

Commercial Development – C-2 Highway Service Business:

1. Permitted Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.2.
2. Conditional Uses:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.3.
3. Development Standards:
 - a. Those uses as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.4;
 - b. The total floor area of commercial space shall not exceed 714,000 square feet.
4. Design Standards:
 - a. Those design standards as defined in the City of Fairburn Zoning Ordinance, Article 4, Section 4.16.5.

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lots 152, 153, 167, 168, 169, 174, 175 and 176 of the Seventh Land District of Fulton County, Georgia and in Land Lots 49 and 50 of the 9F Land District of Fulton County, Georgia as described in that certain plat of survey prepared by McFarland, Dyer & Associates, Inc. dated January 19, 2000. Said property being more particularly described according to said plat as follows:

To find the True Point of Beginning, begin at the point of intersection of the Easterly right of way of Herndon Road (40' R/W) and the Southerly right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the Southerly right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) S 65°00'03" E a distance of 46.30 feet to a point; thence continue to run along said right of way along the arc of a curve an arc distance of 532.97 feet, said arc being subtended by a chord S 53°22'09" E with a chord distance of 530.03 feet to a point, said point being the True Point of Beginning. From said True Point of Beginning, leaving said right of way thence run S 14°18'00" E a distance of 735.90 feet to a point; thence run S 87°51'00" W a distance of 336.80 feet to a point; thence run S 15°07'30" E a distance of 1512.80 feet to a point; thence run S 88°00'10" E a distance of 1057.10 feet to a point; thence run N 01°34'29" W a distance of 1073.00 feet to a point; thence run S 87°18'10" W a distance of 772.00 feet to a point; thence run N 00°10'29" E a distance of 795.60 feet to a point; thence run S 88°41'10" W a distance of 339.50 feet to a point; thence run N 89°45'05" W a distance of 762.54 feet to a point; thence run N 01°33'36" W a distance of 45.75 feet to a point; thence run S 89°13'40" W a distance of 300.18 feet to a point; thence run N 84°07'47" W a distance of 61.43 feet to a point; thence run S 88°25'43" W a distance 1026.28 feet to a point; thence run S 83°13'09" W a distance of 478.73 feet to a point; thence run S 00°18'14" E a distance of 1,883.11 feet to a point; thence run S 89°50'59" E a distance of 349.84 feet to a point; thence run S 00°17'56" W a distance of 286.67 feet to a point on the Northerly right of way of Herndon Road (60' R/W); thence crossing said right of way run S 03°25'15" E a distance of 76.57 feet to a point along the southerly right of way of Herndon Road (60' R/W); leaving said right of way thence run S 01°57'16" W a distance of 50.86 feet to a point; thence run S 62°28'16" a distance of 348.39 feet to a point; thence run S 35°39'37" W a distance of 343.42 feet to a point; thence run S 27°16'44" W a distance of 229.47 feet to a point; thence run S 00°20'28" E a distance of 638.19 feet to a point; thence run S 31°22'22" E a distance of 676.05 feet to a point; thence run S 84°35'20" E a distance of 10.77 feet to a point; thence run S 84°35'20" E a distance of 113.57 feet to a point; thence run S 75°31'12" E a distance of 204.89 feet to a point; thence run N 81°59'54" E a distance of 72.56 feet to a point, thence run N 62°09'27" E a distance of 130.40 feet to a point, thence run N 08°17'20" E a distance of 240.01 feet to a point thence run N 31°37'53" W a distance of 106.27 feet to a point, thence run N 76°02'54" E a distance of 98.36 feet to a point; thence run N 45°27'02" E a distance of 59.12 feet to a point; thence run N 56°38'22" E a distance of 106.98 feet to a point; thence run N 78°03'01" E a distance of 81.76 feet to a point; thence run N 78°23'43" E a distance of 115.19 feet to a point; thence run S 78°02'15" E a distance of 532.38 feet to a

**Written Report for
Durham Lakes Golf and Country Club
PD Zoning Request
Prepared July 29, 2003**

1. General Description of Development:

Durham Lake Development, LLC proposes the rezoning of a tract of land containing 570.45 acres, located on the northwest side of Interstate 85 and on the south side of Virlyn B. Smith Road. The property is located in Land Lots 152, 153, 167, 168, 174, 175, and 176 of the 7th District and Land Lots 49 and 50 of the 9th District. The zoning request is for PD, Planned Development. The development is proposed as a mixed-use development containing several different single-family residential types, commercial uses and an 18-hole golf course.

Development Area 1

Development Area 1 consists of approximately 423 single-family residential lots on 117.6 acres, containing a minimum of 6,000 square feet of area and a minimum lot width of 50 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,400 square feet of heated space for all lots. House plans will comply with the Durham Lake Development Standards and will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 25' Side - 5' Rear - 25'

Development Area 2

Development Area 2 consists of approximately 157 single-family residential lots on 46 acres, containing a minimum of 6,000 square feet of area and a minimum lot width of 65 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,500 square feet of heated space for all lots. House plans will comply with the Durham Lake Development Standards and will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 25' Side - 5' Rear - 25'

Development Area 3

Development Area 3 contains approximately 292 single-family residential lots on 160.45 acres, containing a minimum of 11,250 square feet of area and a minimum lot width of 80 feet. The development proposes curb and gutter streets, underground utilities and central potable water and sanitary sewer service. Houses will contain a minimum of 1,600 square feet of heated space for all lots. Architectural plans will be reviewed and approved by the developer prior to construction commencement to ensure quality controls are maintained as outlined in the Durham Lake Development Standards. Sidewalks will interconnect through the majority of the development areas providing continuous pedestrian access throughout the project.

Setbacks: Front - 30' Side - 10' Rear - 30'

Development Area 4

Development Area 4 consists of the construction of an 18-hole, daily fee golf course, designed by golf course architect Scott Pool. The current golf routing winds golf holes through the development site, working around and with wetlands and other environmental features and contains approximately 175 acres of land. An onsite wetland delineation has been performed over the subject tract to aid in effective master planning and permitting. The developer has also employed Moore Bass Consulting Inc. Environmental Scientists to permit any wetland impacts necessary for the construction of the golf course or any other component of the development with the U.S. Army Corps of Engineers jurisdiction.

Development Area 5

Development Area 5 is the commercial / retail component of the development and contains approximately 71.4 acres of land located within the subject tract. It is estimated that the proposed commercial density will be approximately 10,000 SF per acre, totaling 714,000 SF of commercial / retail space. A majority of the commercial property within the development is located along U.S. Highway 29 (Roosevelt Highway) providing convenient access to all residents of Durham Lake and the surrounding community. Architectural plans will be reviewed and approved prior to construction commencement to ensure quality controls are maintained as outlined in the Durham Lake Development Guidelines. Setbacks are as required in the zoning ordinance.

2. Water supply and sewage disposal:

<u>Utility</u>	<u>Utility Provider</u>
Water:	City of Fairburn and/or The City of Atlanta
Sanitary Sewer:	City of Fairburn and/or Fulton County
Electric:	Greystone E.M.C.
CATV:	City of Fairburn

Projected Demand

See Attachment "A"

3. Proposed storm water drainage system:

The development proposes curb and gutter streets with an internal piping system. It is the intent of the development to utilize the existing lakes as detention facilities. Final hydrological calculations will be provided as needed to verify that capacity is available in these areas. If adequate detention capacity is not available in the existing lakes, then additional on-site detention facilities will be constructed as necessary to meet the current City of Fairburn ordinance as of the date of this application. It is anticipated that all proposed detention facilities will be owned and maintained by the Durham Lake Homeowner's Association.

4. Average Daily Traffic and Peak Hour(s) Vehicle Trips Estimates:

See Attachment "B".

5. Proposed Development Standards:

- a. Development use: Single-family Residential, Commercial and Golf Course
- b. Density restrictions: 2.0 Units/ Acre (Gross) (Density is calculated by dividing total number of single-family units by the total site area , less all commercial and multi-family areas)
- c. Yard requirements: See typical lot details on attached site plan.
- d. Parking requirements: The development proposes to provide parking for the commercial areas as required by the current City of Fairburn Zoning Ordinance as of the date of this application for commercial/retail uses. In addition, each single-family residential lot will provide a minimum of two vehicular parking areas.

6. Plans for the Protection of Adjacent Properties:

Buffers, setbacks, landscaping and screening requirements will be designed and permitted in accordance with the current City of Fairburn Zoning Ordinance as of the date of this application. Twenty-Foot Buffers have been provided between all commercial properties and single-family residential properties and are shown on the attached master plan.

7. Land or Infrastructure Proposed for Dedication to the City of Fairburn

The rights of way of the proposed roads will be dedicated to the City of Fairburn. The proposed roads total approximately 7.5 miles in length and approximately 47 acres in right-of-way dedicated area. In addition, all sanitary sewer and water mains will be dedicated to the City of Fairburn once constructed. Permanent easements will be granted over all utility mains as required by the City of Fairburn.

8. Architectural Plans:

Architectural Plans will be submitted to the City of Fairburn as required during the building permit process.

9. Open Space Uses and Areas:

The current Fairburn PD Ordinance requires the developer to set aside 25% of the total site area as open space. With the total site area being approximately 570.45 acres, 25% of the site area is approximately 142.5 acres. The development proposes the following mixture of open space areas to fulfill this requirement.

Golf Course (1/2 of total):	87.5 acres
Other Recreational/ Open Space Areas:	<u>55.5 acres</u>
Total	143 acres

These other recreational open space areas will be used for parks, lakes, walking trails, nature sites, picnic areas, ect. to be maintained by the future Homeowners Association.

10. Outdoor Lighting Plan:

Outdoor Lighting Plans showing location, height, fixture type and wattage will be provided during the final permitting stage of each phase of the development. Typical lighting standards are anticipated to be as follows:

Light Pole Height: 16-25 feet

Light Pole Spacing: 200-400 feet
Street Light Wattage: 150-165 watts

11. Project Completion Schedule:

The overall development is intended to be completed by the year 2021. For detailed scheduling, refer to the attached "Phasing Plan".

12. Proposed variations from Fairburn Zoning Ordinance:

- The development may have islands in the cul-de-sacs or traffic circles.
- Lot sizes and setbacks may differ from the requirements in the zoning ordinance as shown on the master plan.
- The developer is not responsible for bonding the Planned Development.
- The developer is not responsible for the upgrading of any adjacent roads with the exception of the existing gravel road Durham Lakes Road. Durham Lakes Road will be paved to the entrance of the Multi-family development.
- Acceleration lanes shall not be required.

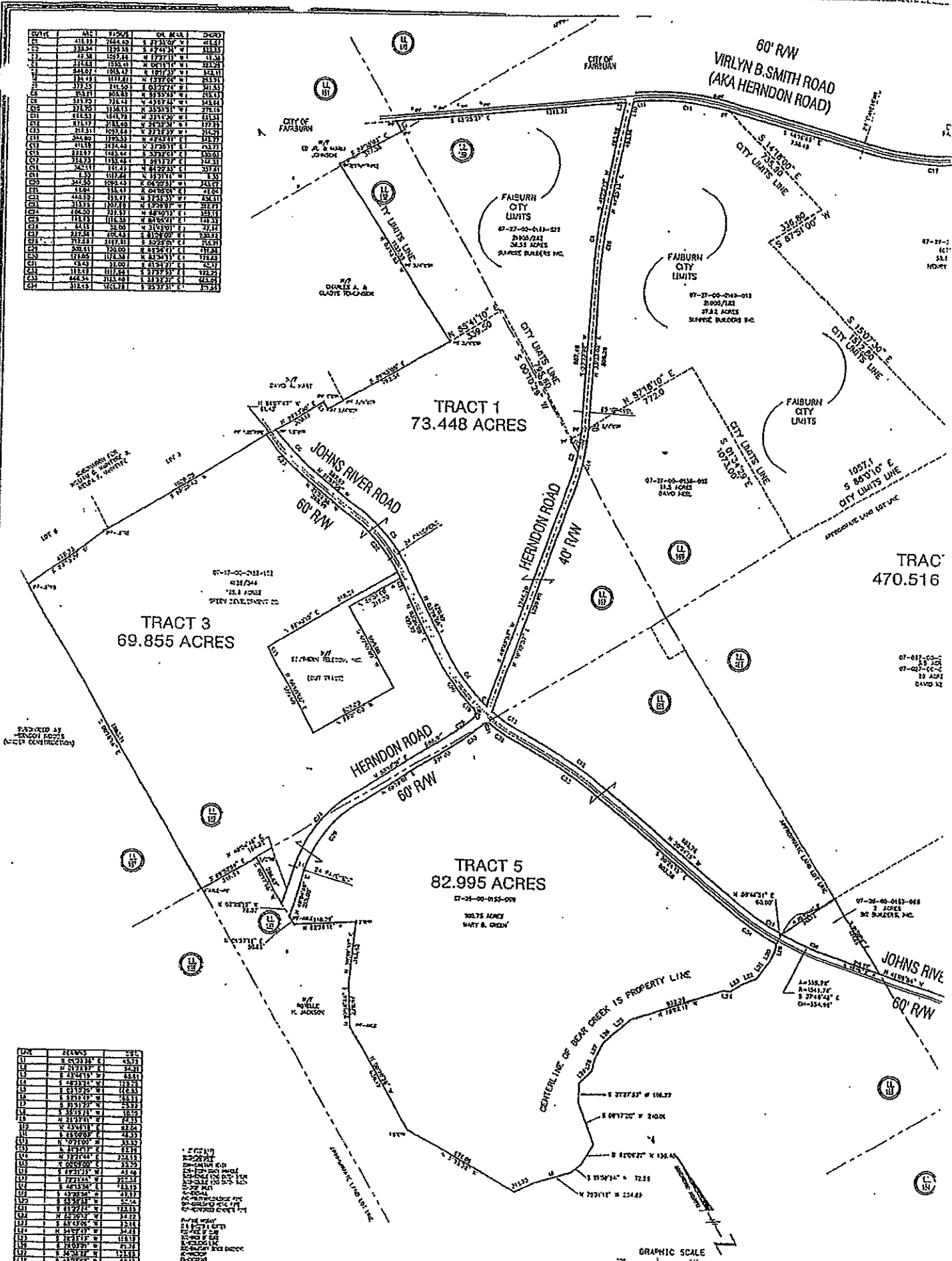
General Notes:

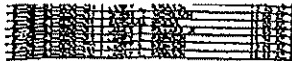
It is understood that this Master Plan as proposed will not exceed the number of lots as approved on the Master Plan Layout. The lots, road alignments, and phasing plan as illustrated are meant to be conceptual in nature and may be amended by the developer without the need for a new Zoning Hearing as long as the total number of lots has not increased. The master plan document should be made a portion of the official action taken by the City of Fairburn. When there is a conflict between this agreement and the City of Fairburn Zoning Ordinance this agreement shall govern.

point; thence run S 54°02'47"E a distance of 34.66 feet to a point; thence run N 88°43'09" E a distance of 92.99 feet to a point; thence run S 80°20'12" E a distance of 64.82 feet to a point; thence run N 66°20'24" E a distance of 122.95 feet to a point; thence run N 55°58'52" E a distance of 50.14 feet to a point; thence run N 42°25'56" E a distance of 47.97 feet to a point; thence run N 58°46'51" E a distance of 60.00 feet to a point along the northerly right of way of Johns River Road (60' R/W); thence run along the northerly right of way of Johns River Road (60' R/W) along the arc of a curve an arc distance of 355.78 feet, said arc being subtended by a chord bearing S 37°49'48" E with a chord distance of 354.99 feet to a point, thence run along the northern right of way of Johns River Road (60' R/W) S 40°49'19" E a distance of 216.77 feet; thence run along the northern right of way of John River Road (60' R/W) S 41°09'54" E a distance of 1,016.78 feet to a point; thence continue to run along the said right of way along the arc of a curve an arc distance of 279.70 feet, said arc being subtended by a chord bearing S 35°33'59" E with a chord distance of 279.10 feet to a point; thence continue along said right of way S 26°37'41" E a distance of 84.35 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 559.70 feet, said arc being subtended by a chord bearing S 43°07'46" E with a chord distance of 545.96 feet to a point; thence continue along said right of way S 66°22'20" E a distance of 333.53 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 210.91 feet, said arc being subtended by a chord bearing S 59°55'55" E with a chord distance of 210.43 to a point; thence continue along said right of way S 54°21'27" E a distance of 307.73 feet to a point; thence continue along said right of way N 35°45'24" E a distance of 10.10 feet to a point; thence continue along said right of way S 54°17'37" E a distance of 262.97 feet to a point; thence continue along said right of way N 81°51'20" E a distance of 25.92 feet to a point located on the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74) (Right of way Varies); thence run along the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74) N 52°19'49" E a distance of 728.10 feet to a point; thence continue along said right of way N 52°38'41" E a distance of 1122.20 feet to a point; thence run N 37°39'40" W a distance of 49.77 feet to a point; thence run N 52°10'43" E a distance of 23.86 feet to a point; thence run N 52°10'43" E a distance of 86.33 feet to a point, thence run S 37°39'40" E a distance of 49.77 feet to a point, along the westerly right of way of Roosevelt Highway (U.S. Highway #29/Georgia Highway 74); thence along the westerly right of way of Roosevelt Highway (U. S. Highway #29/Georgia Highway 74) N 52°39'18" E a distance of 2,448.56 feet to a point, thence leaving said right of way run N 34°37'48" W a distance of 343.00 feet to a point; thence run N 38°10'20" W a distance of 1,280.37 feet to a point; thence run N 46°23'41" W a distance of 282.90 feet to a point; thence run N 69°05'56" E a distance of 300.00 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road – 60' R/W); crossing said right of way thence run N 19°30'17"W a distance of 124.97 feet to a point on the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) N 47°28'30" W a distance of 400.00 feet to a point; leaving said right of way thence run N 28°25'51" E a distance of 224.56 feet to a point; thence run S 21°52'48" E a distance of 504.16 feet to a point along the northern right of way of Virlyn B. Smith Road (aka Herndon Road 60'

R/W); crossing said right of way thence run S 19°30'17" E a distance of 124.97 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence run along the southern right of way of Virlyn B. Smith Road (aka Herndon Road - 60' R/W) N 48°15'56" W a distance of 183.95 feet to a point; thence continue along said right of way N 47°49'05" W a distance of 326.44 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 717.58 feet, said arc being subtended by a chord bearing N 50°25'01" W with a chord distance of 715.71 feet to a point; leaving said right of way thence run S 83°21'53" W a distance of 63.80 feet to a point; thence run S 17°47'00" E a distance of 404.60 feet to a point; thence run S 72°13'00" W a distance of 300.00 feet to a point; thence run S 84°59'16" W a distance of 44.64 to a point; thence run S 78°25'15" W a distance of 339.32 feet to a point; thence run N 17°02'04" W a distance of 940.46 feet to a point along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W); thence continue along the southern right of way of Virlyn B. Smith Road (aka Herndon Road 60' R/W) N 73°19'15" W a distance of 256.37 feet to a point; thence continue along said right of way along the arc of a curve an arc distance of 752.73 feet, said arc being subtended by a chord bearing N 59°13'27" W with a chord distance of 744.35 feet to a point; thence run N 44°16'49" W a distance of 738.49 feet to a point and the True Point of Beginning.

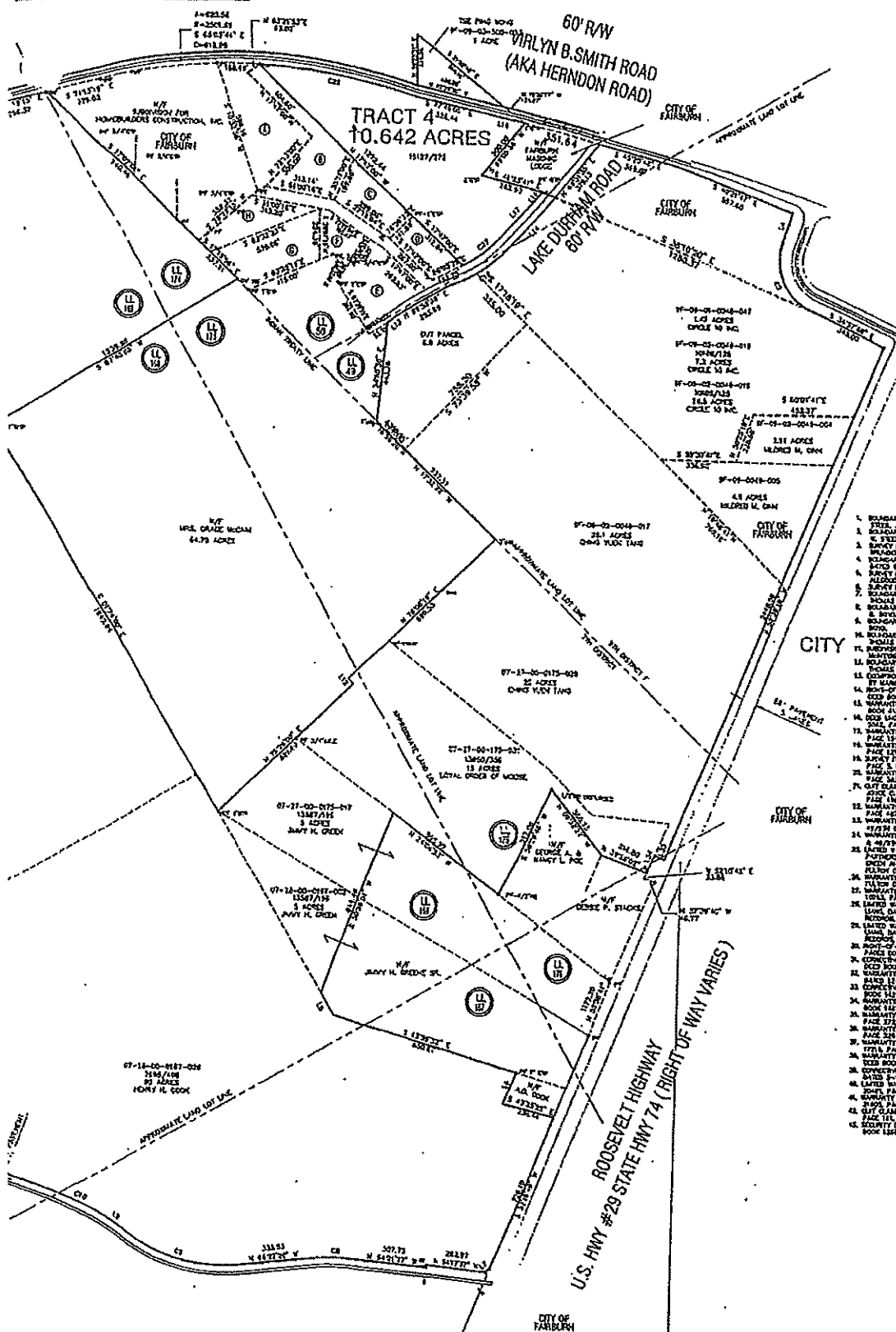
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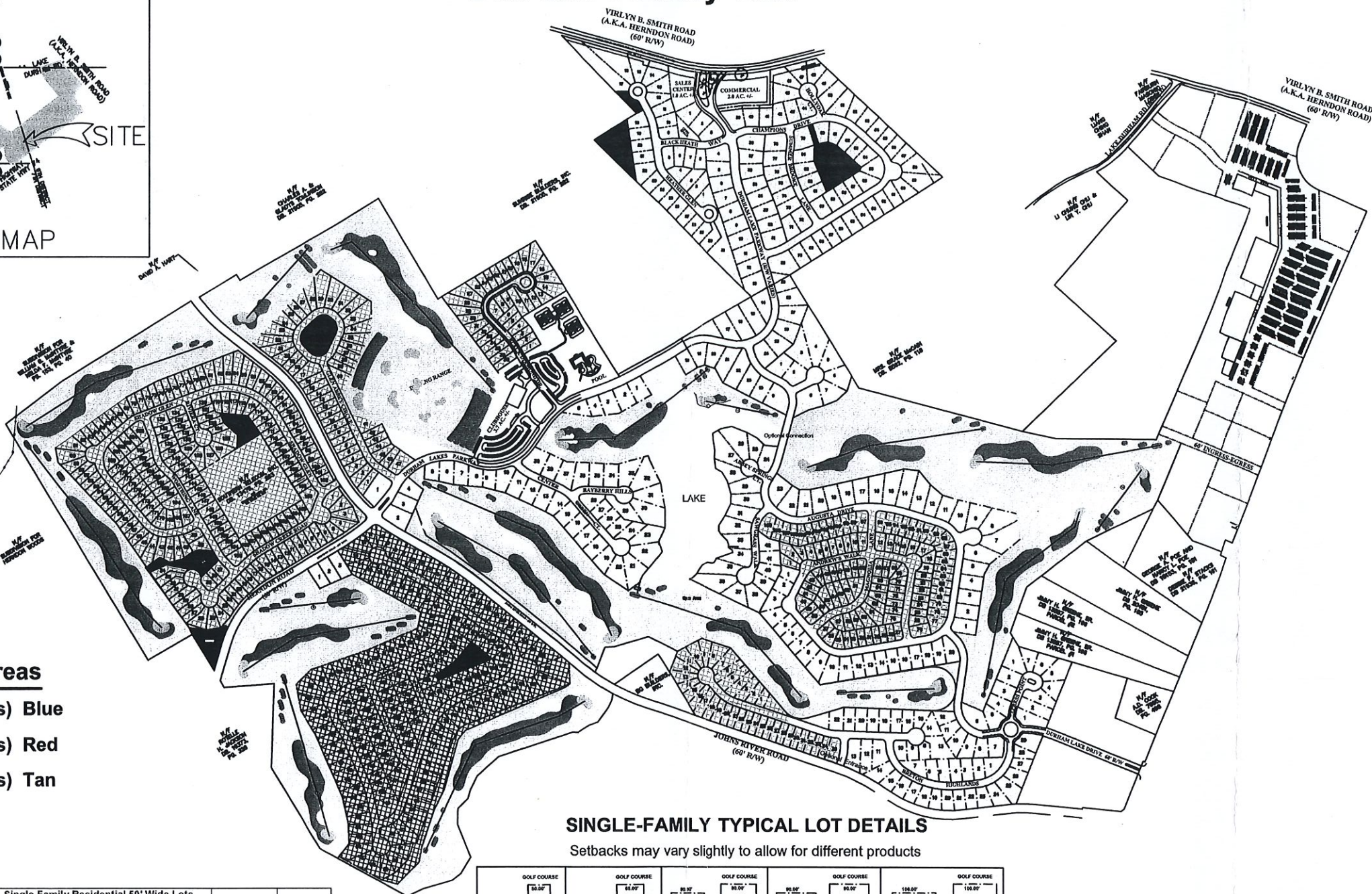
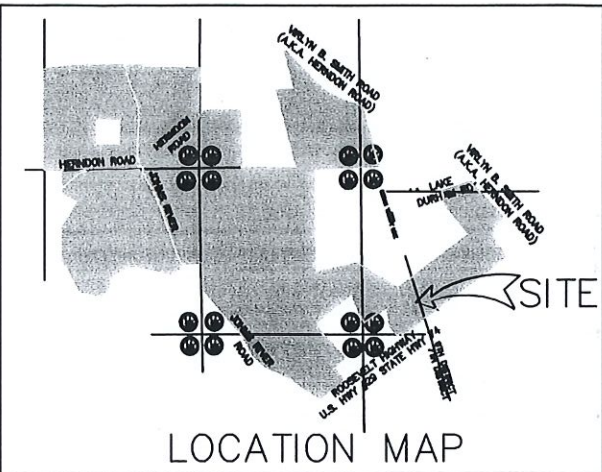
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45. BOUNDARY SURVEY FOR RICHARD A. BURGESS, DATED 3-1-74, BY JOSEPH W. STEIN, JR.

COMPILED PLAT
LOCATED IN
LAND LOTS 152,153,167,168,169,174,175 & 176 ~ 7th DISTRICT
LAND LOTS 49 & 50 ~ 9th DISTRICT F
FULTON COUNTY, GEORGIA

JANUARY 19, 2000

DURHAM LAKES

Golf and Country Club

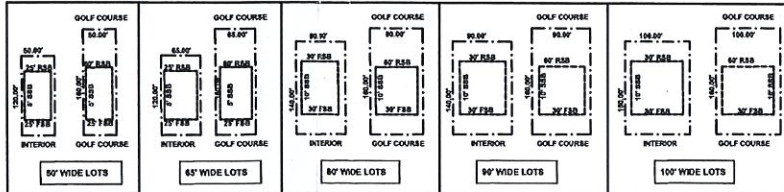


Residential Areas

- Area 1 (50' wide lots) Blue
- Area 2 (65' wide lots) Red
- Area 3 (80' wide lots) Tan

SINGLE-FAMILY TYPICAL LOT DETAILS

Setbacks may vary slightly to allow for different products



This master plan is subject to change and does not constitute an actual development

The phasing of the development as shown on this master plan is preliminary and may be adjusted.

The total lot numbers are estimated and will be finalized during construction plan preparation for each phase. The development will not exceed the maximum number of lots allowed during the zoning process. (872 total lots)

SINGLE-FAMILY LOT SUMMARY

50' WIDE LOTS	423 TOTAL
65' WIDE LOTS	157 TOTAL
80'-100' WIDE LOTS	292 TOTAL
GRAND TOTAL	872 TOTAL LOTS



Development Area 1 Begin construction in 2002 Estimate Additional Phase Every One to Two Years	Single-Family Residential 50' Wide Lots	
Development Area 2 Estimate Begin construction in 2003 Estimate Additional Phase Every One to Two Years	Single-Family Residential 65' Wide Lots	
Development Area 3 Begin construction in 2002 Estimate Additional Phase Every One to Two Years	Single-Family Residential 80'-100' Wide Lots	
Development Area 4 Activity Design and Environmental Permitting Begin Construction Complete Construction Open Golf Course	Golf Course	Schedule 2001-03 2004 2006 2006
Development Area 5 Phase	Commercial	Schedule 2004

Killeam Properties
135 North Park Place Suite 100
Stockbridge, Georgia 30281

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address
Durham Lakes Development

Project	Sheet
Date	
Scale	

EXHIBIT "A" 1 OF 5



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: On-Call Mechanical Services Contract Award

ITEM TYPE: Contract

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Buildings

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To award ITB 23-019 On-Call Mechanical Services for the City of Fairburn to the following Mechanical Companies: 5 Season, ARS Mechanical, and Max Air Mechanical.

HISTORY:

ITB 23-019 was published on July 17, 2023 to solicit vendors to provide professional mechanical services for the City of Fairburn. ITB 23-019 closed on August 10, 2023.

FACTS AND ISSUES:

The City of Fairburn currently does not have any long-standing agreements for professional mechanical services. The City has undergone Facility Condition Assessments, along with already known property issues, and anticipating the future growth of the City of Fairburn, ITB 23-019 was published to solicit and create a list of on-call mechanical firms for the City of Fairburn for the next 3 years.

FUNDING SOURCE:

Various depending on the facility/project.

RECOMMENDED ACTION:

Request Mayor and Council approval to award ITB 23-019, On-Call Mechanical Services for the City of Fairburn, to 5 Seasons, ARS Mechanical, and Max Air Mechanical, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney.

ATTACHMENTS:

1. 5 Seasons Mechanical Services (Final) Contract
2. ARS Mechanical Contract for Services
3. Maxair Mechanical LLC Contract



CONTRACT FOR SERVICES

ITB 23-019

City of Fairburn On-Call Mechanical Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - 5 Seasons Mechanical Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 23-019 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Georgia Security and Immigration Compliance Affidavit.
Exhibit E:	Drug-Free Workplace.
Exhibit F:	Purchasing Policy Addendum.
Exhibit G:	Affidavit Verifying Status for Public Benefit Application.
Exhibit H:	References and Subcontractor Form.
Exhibit I:	Non-Collusion Affidavit.
Exhibit J:	Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice

reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

5 Seasons Mechanical

Limited Liability Company (LLC)

Address:

5 Seasons Mechanical
6975 Peachtree Industrial Blvd
Peachtree Corners, GA 30092
Attn: Tonya Hall 770-727-5000 EXT. 106

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____

Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

information.

GENERAL CONDITIONS

4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* *END OF GENERAL CONDITIONS******

EXHIBIT B

Bid 23-019 On-Call Mechanical Services

Scope of Work:

The City of Fairburn is seeking Bids from qualified firms to provide on-call mechanical maintenance and repair services for the City of Fairburn. The requested services will be utilized on various mechanical systems throughout the city. The selected firms are to be available on an "on call" basis as work arises.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

The City of Fairburn is seeking a Contractor(s) to perform HVAC maintenance, repair services, or emergency services for the facilities and installation of new HVAC services may be required at City of Fairburn facilities as requested by the city. Typical services performed under this contract maybe include new installation, scheduled repair services, general maintenance, testing, replacement, and emergency repairs. The contractor's scope of services are currently envisioned to include but not limited to the following systems: boilers; chillers; fan coil units; air handling equipment; heating and cooling coils; heating and cooling pumps; heating and chilled water valves; duct work; control valves; VAV boxes; DX systems and split systems; dampers and louvers; exhaust systems, such as hoods fume hoods, fans and motors; condensate drain systems; air compressors, both lab and control air; heating and cooling piping systems; VFD's; motor controls; wiring; and power supplies.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace mechanical issues at any and all locations, to original design specifications or conditions acceptable to City of Fairburn. The Contractor(s) will perform all required administration, management, and quality assurance to ensure proper execution of maintenance & repair projects. All work performed shall be coordinated with the City of Fairburn Buildings Director/Designated Representative personnel as applicable to the location of the work.

This Bid and the specifications that follow are being offered to qualify and select a Contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to perform all work necessary; including but not limited to, maintenance, repair, and/or emergency repair services of a wide range of projects for the City of Fairburn, and possibly throughout the City. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

The services and/or materials intended to be provided under this BID are based upon the future needs of the City and are pending allocation of funds and approval of award by the City. The City reserves the right to authorize/order services and/or materials as may be required during the Contract period and, reserves the right to not authorize/order any services and/or materials.

The City may require "project quotes" for any and all work required under this contract at its sole discretion. The City reserves the right to award the task/project to the Contractor offering the most favorable quote (as determined by the City). It is important to note that the most favorable quote may not be the one offering the lowest price. The city may evaluate the quote based on several factors which may include the starting and completion dates provided by the Contractor(s) with their quote for that task/project and the subsequent effect this will have on the task/project.

The Service Company shall maintain a field office and/or warehouse that is within forty-five (45) miles of each of the facilities to be serviced under this Bid.

not authorized to provide the Contractor with instructions, directions, or information regarding the work.

The contractor shall be responsible for providing its own toilet facilities and fresh drinking water at remote sites where such facilities are not available.

The contractor shall secure any building openings made as a result of this contract, against both heat loss and the intrusion of weather, to prevent wind and precipitation from entering the building.

Samples

The contractor shall furnish with reasonable promptness all samples as directed by the City for approval for conformance with the design concept of the project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

Materials, Equipment and Supplies

The contractor shall be capable of supplying and/or procuring all materials, equipment, supplies, and parts needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to cranes, boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. **All mechanical components used in repair and replacement projects must meet or exceed the intended design and manufacturer's specifications of components being replaced.**

Waste and debris

Waste and debris shall not accumulate in the building or work area. The Contractor shall be responsible

to remove debris and clean work areas on a daily basis as the work progresses and to remove all excess material, waste, and debris upon completion of the work. Woodwork painted or decorated surfaces, and finished floors shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces. On completion of the work, areas shall be left clean, and free from abrasive or set materials liable to cause damage. The Contractor shall patch and refinish all areas damaged to accommodate the work to match existing.

The Contractor shall remove all waste materials and debris from the campus at no charge to the City of Fairburn. Salvageable material shall be piled separately for reuse or salvage by the City.

The Contractor shall pay all required material disposal fees and shall dispose of all materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the City for increases, and those of the bidder's supplier (e.g., factory) increase, as prices change. The bidder must also provide a list of the suppliers (e.g., factory's) previous price(s) to the City for purposes of comparison. Price changes will be in effect only after receipt and approval by the Procurement Manager. Price lists and changes thereto are to be furnished under the contract and without charge to the City. Catalogue(s) and Price List(s) must be submitted to the Finance Department, 56 Malone Street SW, Fairburn, GA 30213.

Basis of Compensation:

Compensation to the contractor for the requested services will be based on the labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (but not to exceed 15%), Overhead & Profit, and a fixed trip charge.

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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome

The contractor shall perform work so that the City of Fairburn is provided with satisfactory products and/or finish upon completion of the work before payment can be made. If the work is not satisfactory after City inspection, the city may withhold payment until work is corrected in an acceptable manner, with the city being the judge as to acceptability.

The Contractor shall submit a Contractor work report within 48 hours of the completion of the services. The City Buildings Director/Representative will review the work reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the work or costs. The City Buildings Director /Representative will provide written approval of the Work Reports. An acceptable Contractor Work Report shall serve as the basis for the contractor's invoicing.

Qualifications/Submission Requirements

The proposers shall have at least 5 years' experience within the commercial mechanical repair, replacement, installation, and maintenance services.

Firms profile and qualifications

- List applicable registrations, certifications, & training completed.
- Current or past public-sector clients (references)
- Resumes of key personnel
- Project Approach Summary
- A separate sealed fee proposal, consisting of no more than two pages, listing the
- hourly rates for each of the staff anticipated to work the contract, and itemized list of
- reimbursable expenses, shall be submitted with your response.

Firm's Information

- Firm name, address, and telephone numbers of all firm offices and identify which location will perform the services described in the proposal.
- Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- Years the firm has been in business.
- Name of principals in firm.
- Primary contact.
- Organizational description.
- Description of firm's philosophy.
- Provide firm's EMR for the last three (3) years. This information is to be provided for the responsible branch office only, not the parent organization, if applicable.
- Contractor Agreement Terms and Conditions.
- Contractor License.

Provide any information that may serve to differentiate your firm from other firms in suitability for the services requested, but not limited to:

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: 5 Seasons Mechanical, LLC

Address: 6971 Peachtree Industrial Boulevard Peachtree Corners, GA 30092

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

620115

E Verify™ Company Identification Number

11/28/2012

Date of Authorization

5 Seasons Mechanical LLC

BY: Authorized Officer or Agent

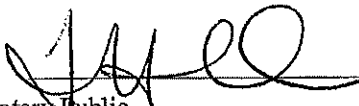
(Name of Person or Entity)

08/08/2023

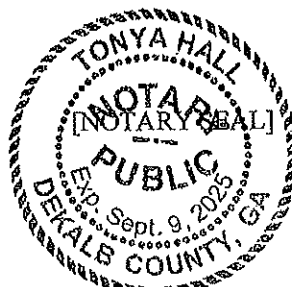
Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

8th DAY OF August, 2023


Notary Public

My Commission Expires: 09/09/2025



* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

620115

Federal Work Authorization User Identification Number

11/28/2012

Date of Authorization

5 Seasons Mechanical, LLC

Name of Subcontractor

Bid, No. 23-019 On-Call Mechanical Services

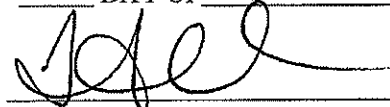
Name of Project

Cit of Fairburn

Name of Public Employer

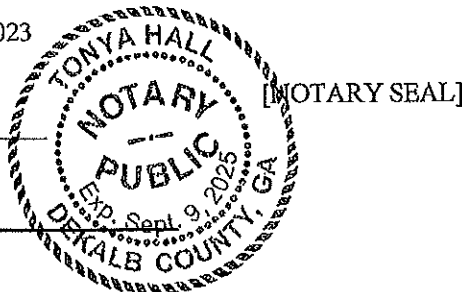
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF August, 2023



Notary Public

My Commission Expires: 09/09/2025



Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with City of Fairburn (Service Provider), 5 Seasons Mechanical, LLC (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5 Seasons Mechanical, LLC

Company Name

Adam Soyah

08/08/2023

BY: Authorized Officer or Agent

Date

(Service Provider Signature)

CEO

Title of Authorized Officer or Agent of Service Provider

Adam Soyah

Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, 5 Seasons Mechanical, LLC, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

Adam Soyah 08/08/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

CEO
Title of Authorized Officer or Agent of Service Provider

Adam Soyah 08/08/2023
Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.



EXHIBIT G

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for

5 Seasons Mechanical, LLC

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. x I am a United States citizen.

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Adam Soyah
Date: 08/08/2023

Printed Name: Adam Soyah

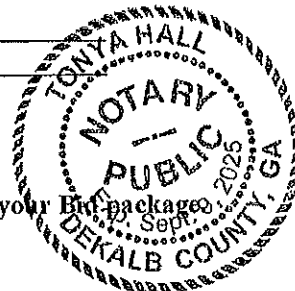
* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 8th day of August, 2023,

Notary Public: [Signature]

My Commission Expires: 09/09/2023



Please return with your Bid packages

EXHIBIT H

5 SEASONS



MECHANICAL

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

5SM BUSINESS REFERENCES:

CITY OF MILTON

2006 HERITAGE WALK

ALPHARETTA, GA 30004

CUSTOMER SINCE 2021

MR. DAVID BERGMAIER-678-234-7160 - EMAIL: david.bergmaier@miltonga.gov

HVAC Maintenance & On-Call Services for fire stations & parks

MAY 24, 2021-PRESENT - Agreement Amount: 36,000 per year

INTEGRAL - Atlanta Housing Authority

191 PEACHTREE STREET NE

ATLANTA, GA 30303

CUSTOMER SINCE 2017

MR. CHANNING HENDERSON-404-425-2618 - EMAIL: Chenderson@integral-online.com

HVAC Maintenance & On-Call Services for multiple Atlanta Housing Properties

NOVEMBER 29, 2016-PRESENT - Agreement Amount: \$250,000.00 per year

DEKALB COUNTY

1300 COMMERCE DRIVE

DECATUR, GA 30030

CUSTOMER SINCE 2021

MR. NINFAS WILLIS - 404-728-8021 - EMAIL: nawillis@dekalbcountyga.gov

DUCT CLEANING, HVAC Maintenance & On-Call Services Multiple Locations

AUGUST 17, 2021 - PRESENT - Agreement Amount: \$377,759.89 per year

"5 Seasons strives for 5 stars"

REFERENCES

ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: City of South Fulton
Address: 915 New Hope Road SW Atlanta GA 30331
Contact: Jose Mora Phone: 4043140728

2. Company Name: City of Milton
Address: 2006 Heritage Walk Alpharetta GA 30004
Contact: David Bergmaier Phone: 6782347160

3. Company Name: Gwinnett County Water Works
Address: 75 Langly Drive Lawrenceville GA 30046
Contact: Timothy Ashe Phone: 6782314597

Please return with your Bid package.

SUBCONTRACTORS
ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT
ITB 23-019, City of Fairburn On-Call Mechanical Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ON-CALL MECHANICAL SERVICES ARE TRUE AND CORRECT.

Dated this 8th day of August, 2023

5 Seasons Mechanical, LLC

(Name of Organization)

CEO

(Title of Person Signing)

Adam Sayah

(Signature)

Bid, No. 23-019 On-Call Mechanical Services

(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Gwinnett

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8th day of August, 2023

[Signature]
Notary Public Signature

My Commission Expires: 09/09/2025

Please return with your Bid package.

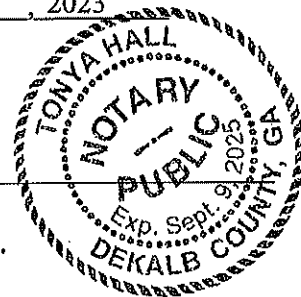


EXHIBIT J

BID SCHEDULE

ITB 23-019, City of Fairburn On-Call Mechanical Services

*** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	\$105.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	\$157.50
3	HVAC Technician (Normal Hours)	HR	\$95.00
4	HVAC Technician (Night Holiday, and Weekend Hours)	HR	\$142.50
5	Helper/Laborer (Normal Hours)	HR	\$85.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	\$127.50
7	Equipment Operator (Normal Hours)	HR	\$95.00
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	\$142.50
9	Bobcat/Trencher Rental (Normal Hours)	HR	\$95.00
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	\$42.50
11	Backhoe/Loader (Normal Hours)	HR	\$95.00
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	\$142.50
13	Dump Truck Rental (Normal Hours)	HR	\$95.00
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	\$142.50
15	Crane Rental (Normal Hours)	HR	\$95.00
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	\$142.50


 Authorized Signature

08/08/2023
 Date

Adam Soyah
 Print Name

5 Seasons Mechanical, LLC
 Business Name

estimating@5-sm.com
 Email

770-727-5000 x 106
 Phone

Please return with your Bid package.

5 SEASONS



MECHANICAL

COVER SHEET

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

**5 SEASONS MECHANICAL LLC
6971 PEACHTREE INDUSTRIAL BOULEVARD
PEACHTREE CORNERS, GA 30092**

**CONTACT: TONYA HALL
TONYA@5-SM.COM
770-727-5000 X 106**

EIN: 90-0888429

- **Business License: 014800**
- **GA HVAC License CN006701**
- **Boiler License Class II: BQ-4601**
- **DUNS: 05-691-7778**
- **Cage Code: 7BRT9 Unique Entity ID: T6H6ZFNAK1H7**
- **E-Verify 620115 (registered on 11/28/2012)**
- **Bonding: \$6m per project / \$13m per aggregate**
- **Primary NAICS Codes:**
 - **238220 (Plumbing, Heating & Air Conditioning Contractors)**
 - **561790 (Other Services to Buildings & Dwellings)**

"5 Seasons strives for 5 stars"

5 SEASONS MECHANICAL

COMPANY INFO

August 8, 2023

The City of Fairburn
56 Malone Street SW
Fairburn, Georgia 30213

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

To Whom it may concern,

5 Seasons Mechanical, LLC (5SM) is a single member LLC owned by Adam Soyah and founded in 2012, located at 6971 Peachtree Industrial Boulevard, Peachtree Corners, GA 30092. Our office is our home office and this address will be responsible for work on this project.

5SM is a certified 8(a), DBE, LSBE, MBE, MFBE, SBE, EPA certified Lead-Safe firm and premier mechanical contractor that provides comprehensive total mechanical solutions for private, corporate and government entities. 5 SM has provided services for the greater Atlanta area for more than 10 years. Our 5SM team is a resource that provides turnkey, integrated mechanical maintenance for all your HVAC equipment needs. We implement effective strategic decision making to continually improve upon quality service while containing or reducing costs.

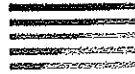
Tonya Hall will be the Account Manager for the City of Fairburn HVAC Services. The mailing address is: 6971 Peachtree Industrial Boulevard, Peachtree Corners, GA 30092. Tonya can be reached by email at tonya@5-sm.com or on her mobile at 678-814-5205.

Thank you for your consideration.

Tonya Hall
Account Manager

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

RESUME

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

August 8, 2023

**ADAM SOYAH
CUMMING, GA**

LICENSES / CERTIFICATIONS

**CONDITIONED AIR - NON RESTRICTED CN006701
BOILER LICENSE CLASS II BQ-4601**

EXPERIENCE

In 2000, Mr. Soyah co-founded Universal Heating and Cooling with the vision of creating a premier organization dedicated to the highest standards of quality, service, and innovation. As president, Mr. Soyah managed sales and operations of the company, which became the fastest growing residential HVAC organization in the country, with revenues exceeding \$25 Million annually.

January 2012 - Present After the huge success of Universal Heating and Cooling, I founded 5 Seasons Mechanical, an innovative company committed to provide premium quality HVAC installation, repair and maintenance services utilizing the latest tools and technology. 5 Seasons Mechanical has made a mark of its own and is now a leading choice of many businesses, looking to get the highest quality Mechanical services, maintenance and installation at an affordable price and in the most convenient way. I have been leading a team of committed experts who work with the mission to empower its clients by providing them guaranteed satisfaction and the best value for their money. I ensure that all our clients are treated at par and they get customized and comprehensive service.

EDUCATION

Georgia Piedmont Technical College

HVAC/R, 1996

Institut Préparatoire aux Etudes d'Ingénieur de Nabeul (IPEIN)

Engineering, HVAC/R, 1989

Georgia Institute of Technology

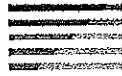
English Language and Literature, General

HONORS & AWARDS

The Home Depot, Georgia Power, Trane, Lennox Corporation, Heat Pump & Dual System, Member of the Board of Trustees | Alumni Member | Students Mentor at Georgia Piedmont Technical College

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

RESUME

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

August 8, 2023

**ROBERT MARO
Arnoldsville, GA 30619**

LICENSES / CERTIFICATIONS

**OSHA 10
EPA UNIVERSAL
FIRST AID CPR AED
FALL PROTECTION
COMPETENT PERSON**

EXPERIENCE

**Over 30 years maintaining / installing HVAC systems:
5 Seasons Mechanical, LLC 2022-present Peachtree Corners, GA**

TMC Maintenance October 2021 - February 2022 Winder, GA

Triad Mechanical January 2020-October 2021 Loganville, GA

C2H Air & Electric June 2013-January 2020 Lawrenceville, GA

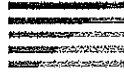
Shumate August 2005-June 2013 Duluth, GA

EDUCATION

Lanier Technical Institute HVAC Degree Program Atlanta, GA

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

COVER SHEET

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

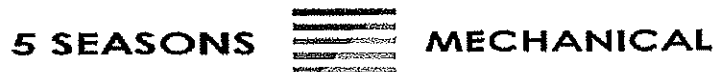
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Thank you for your consideration.

Tonya Hall
Account Manager

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

RESUME

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

August 8, 2023

**ADAM SOYAH
CUMMING, GA**

LICENSES / CERTIFICATIONS

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BOILER LICENSE CLASS II BQ-4601**

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HVAC/R, 1996**

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Engineering, HVAC/R, 1989**

**Georgia Institute of Technology
English Language and Literature, General**

HONORS & AWARDS

The Home Depot, Georgia Power, Trane, Lennox Corporation, Heat Pump & Dual System, Member of the Board of Trustees | Alumni Member | Students Mentor at Georgia Piedmont Technical College

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

RESUME

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

August 8, 2023

**ROBERT MARO
Arnoldsville, GA 30619**

LICENSES / CERTIFICATIONS

**OSHA 10
EPA UNIVERSAL
FIRST AID CPR AED
FALL PROTECTION
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EXPERIENCE

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Lanier Technical Institute HVAC Degree Program Atlanta, GA

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

RESUME

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

August 8, 2023

**CHRIS POWERS
Acworth, GA 30602**

LICENSES / CERTIFICATIONS

OSHA 10

Automation and Controls Installation Pneumatic Controls, Tracer SC Air Systems

Centrifugal Chiller

EPA UNIVERSAL

FIRST AID CPR AED

FALL PROTECTION

COMPETENT PERSON

EXPERIENCE

Over 20 years maintaining / installing HVAC systems:

5 Seasons Mechanical, LLC 2022-present Peachtree Corners, GA

Maxair Mechanical September 2016 - October 2022 Lawrenceville, GA

Richard Electric September 2015-September 2016

Bardi Mechanical June 2008 - September 2015 Atlanta, GA

Shumate August 2005-June 2013 Duluth, GA

EDUCATION

University of Alabama Business Administration Huntsville, AL

Mechanical Trades Institute of Atlanta Journeyman Mechanical Service Atlanta, GA

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

RESUME

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

August 8, 2023

**LOU D'ANGELO
Acworth, GA 30602**

LICENSES / CERTIFICATIONS

OSHA 10

Trane City Multi VRF system install and service

Centrifugal Chiller

EPA UNIVERSAL

HVAC CERTIFICATION

EXPERIENCE

Over 20 years maintaining / installing HVAC systems:

5 Seasons Mechanical, LLC 2021-present Peachtree Corners, GA

Precision AC Inc September 2020-September 2021 Fort Lauderdale, FL

Deri Aire Air Conditioning April 2012 - September 2020 Lake Worth, FL

PES Air Conditioning February 2008-April 2012 Lake Worth, FL

Atlas Services January 2007-January 2008 Boynton Beach, FL

EDUCATION

ASHWORTH COLLEGE - DIPLOMA WITH HONORS HVAC - ATLANTA, GA

"5 Seasons strives for 5 stars"

5 SEASONS



MECHANICAL

Bid No. 23-019 On-Call Mechanical Services for City of Fairburn

5SM BUSINESS REFERENCES:

CITY OF MILTON

2006 HERITAGE WALK

ALPHARETTA, GA 30004

CUSTOMER SINCE 2021

MR. DAVID BERGMAIER-678-234-7160 - EMAIL: david.bergmaier@miltonga.gov

HVAC Maintenance & On-Call Services for fire stations & parks

MAY 24, 2021-PRESENT - Agreement Amount: 36,000 per year

INTEGRAL - Atlanta Housing Authority

191 PEACHTREE STREET NE

ATLANTA, GA 30303

CUSTOMER SINCE 2017

MR. CHANNING HENDERSON-404-425-2618 - EMAIL: Chenderson@integral-online.com

HVAC Maintenance & On-Call Services for multiple Atlanta Housing Properties

NOVEMBER 29, 2016-PRESENT - Agreement Amount: \$250,000.00 per year

DEKALB COUNTY

1300 COMMERCE DRIVE

DECATUR, GA 30030

CUSTOMER SINCE 2021

MR. NINFAS WILLIS - 404-728-8021 - EMAIL: nawillis@dekalbcountyga.gov

DUCT CLEANING, HVAC Maintenance & On-Call Services Multiple Locations

AUGUST 17, 2021 - PRESENT - Agreement Amount: \$377,759.89 per year

"5 Seasons strives for 5 stars"

REFERENCES

ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: City of South Fulton
Address: 915 New Hope Road SW Atlanta GA 30331
Contact: Jose Mora Phone: 4043140728
2. Company Name: City of Milton
Address: 2006 Heritage Walk Alpharetta GA 30004
Contact: David Bergmaier Phone: 6782347160
3. Company Name: Gwinnett County Water Works
Address: 75 Langly Drive Lawrenceville GA 30046
Contact: Timothy Ashe Phone: 6782314597

Please return with your Bid package.

SUBCONTRACTORS
ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: 5 Seasons Mechanical, LLC

Address: 6971 Peachtree Industrial Boulevard Peachtree Corners, GA 30092

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

620115

E-Verify™ Company Identification Number

11/28/2012

Date of Authorization

5 Seasons Mechanical LLC

BY: Authorized Officer or Agent

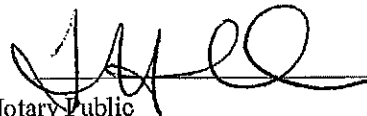
(Name of Person or Entity)

08/08/2023

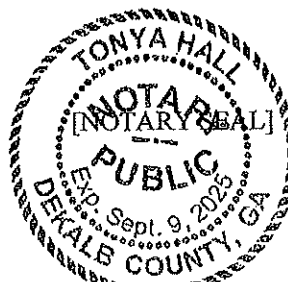
Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

8th DAY OF August, 2023


Notary Public

My Commission Expires: 09/09/2025



* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

620115

Federal Work Authorization User Identification Number

11/28/2012

Date of Authorization

5 Seasons Mechanical, LLC

Name of Subcontractor

Bid, No. 23-019 On-Call Mechanical Services

Name of Project

Cit of Fairburn

Name of Public Employer

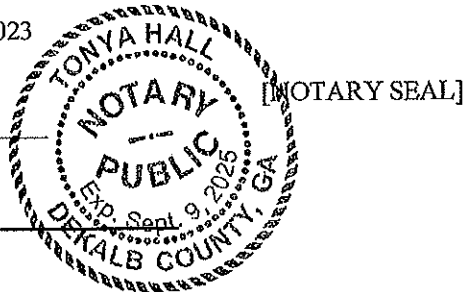
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8th DAY OF August, 2023



Notary Public

My Commission Expires: 09/09/2025



Please return with your Bid package.

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with City of Fairburn (Service Provider), 5 Seasons Mechanical, LLC (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

5 Seasons Mechanical, LLC

Company Name

Adam Soyah

08/08/2023

BY: Authorized Officer or Agent

Date

(Service Provider Signature)

CEO

Title of Authorized Officer or Agent of Service Provider

Adam Soyah

Printed Name of Authorized Officer or Agent

Please return with your Bid package.

PURCHASING POLICY ADDENDUM

I, 5 Seasons Mechanical, LLC, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

Adam Soyah 08/08/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

CEO
Title of Authorized Officer or Agent of Service Provider

Adam Soyah 08/08/2023
Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.



EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for

5 Seasons Mechanical, LLC
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. X I am a United States citizen.

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Adam Soyah
Date: 08/08/2023

Printed Name: Adam Soyah

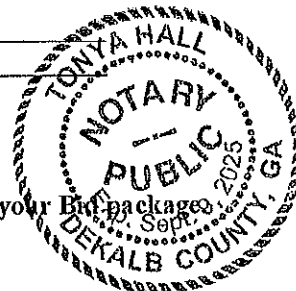
* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 8th day of August, 2023,

Notary Public: [Signature]

My Commission Expires: 09/09/2023



Please return with your Bid packages.

8/8/2023

ADDENDUM #1

ITB 23-019

For: On Call Mechanical Services

This addendum supersedes and supplements all portions of the bidding documents and becomes part of the contract documents for the above-referenced project.

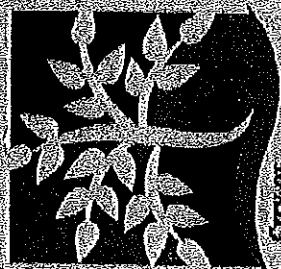
Where any item called for in the specifications or indicated on the drawings is supplemented hereby, the original requirements shall remain in effect.

Where any original item is amended, voided or superseded hereby, the provision of such item not so specifically amended, voided or superseded shall remain in effect.

Clarification of Bidder Questions:

- Does the City have a current list of locations and the HVAC equipment per location that would be under scope of services? Yes, see the attached list please note that there may be more equipment than shown.
- Is there a list of equipment that was recently installed that is under warranty (by manufacturer)? Please refer to the HVAC inventory list has been provided.
- If applicable, is there a current HVAC firm that is providing this service that would agree to a transition session that would include key information (i.e., work in progress/work outstanding that would need to be completed as quickly as possible)? The city does not currently have a maintenance HVAC contractor servicing all equipment.
- Would the City be able to provide the *City of Fairburn Financial Management and Purchasing Policies* referenced so we can ensure 100% compliance? Yes, to the awarded vendor.

End of Addendum #1



**City of
Peachtree
CORNERS**
Innovative & Remarkable

2023 BUSINESS OCCUPATIONAL TAX CERTIFICATE

Business ID
14800

License Number
2023-0599

Date Issued
03/08/2023

Date Expires
03/31/2024

Plumbing Heating and Air-Conditioning Contractors
(NOT TRANSFERABLE)

CITY OF PEACHTREE CORNERS
310 TECHNOLOGY PKWY
PEACHTREE CORNERS, GA 30092

FOR OPERATION IN THE CITY OF PEACHTREE CORNERS,
GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL
OTHER CODES AND RESOLUTIONS OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS,
GEORGIA, THIS LICENSE IS A MERE PRIVILEGE SUBJECT
TO BE SUSPENDED OR REVOKED AND IS SUBJECT TO
ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Valid for Business Shown Below Only.

BUSINESS NAME / ADDRESS:

5 SEASONS MECHANICAL
6971 PEACHTREE INDUSTRIAL STE A
PEACHTREE CORNERS GA 30092

CORPORATE / MAILING ADDRESS:

5 SEASONS MECHANICAL
6971 PEACHTREE INDUSTRIAL STE A
PEACHTREE CORNERS, GA 30092



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountyga.gov

Main: (404) 612-6300

July 17, 2023

Mr. ADAM SOYAH
5 SEASONS MECHANICAL, LLC
6971 PEACHTREE INDUSTRIAL BLVD
SUITE A
PEACHTREE CORNERS, GA 30092-5718

Dear Mr. SOYAH:

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

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/6/2022 11:56:57 AM

BUSINESS INFORMATION

CONTROL NUMBER 12074795
BUSINESS NAME 5 SEASONS MECHANICAL LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 01/06/2022
ANNUAL REGISTRATION PERIOD 2022, 2023

PRINCIPAL OFFICE ADDRESS

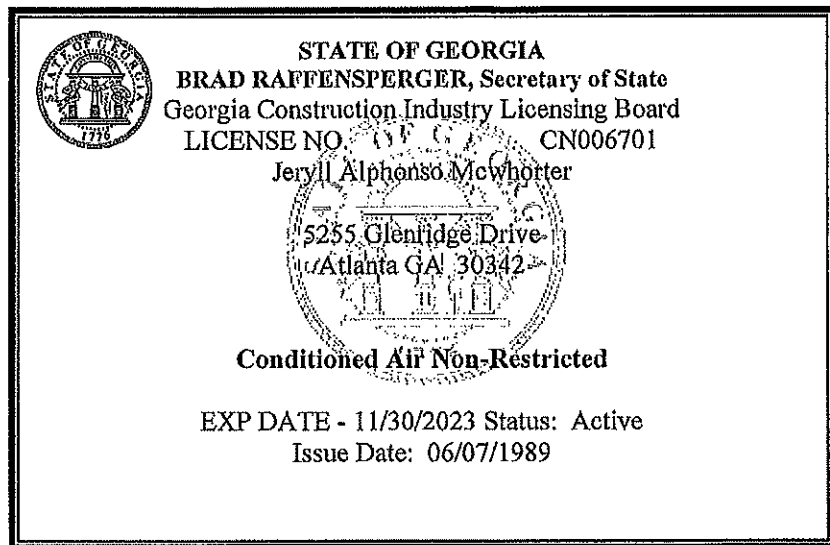
ADDRESS 6971 Peachtree Industrial Blvd, Peachtree Corners, GA, 30092, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Anouar Soyah	6971 Peachtree Industrial Blvd, Peachtree Corners, GA, 30092, USA	Gwinnett

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Adam Soyah
AUTHORIZER TITLE Organizer



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

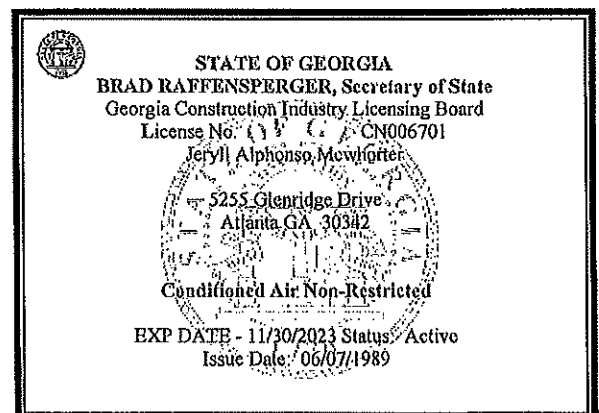
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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.ga.gov/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: (404) 424-9966
www.sos.ga.gov/plb

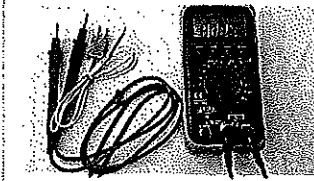
Jeryll Alphonso Mcwhorter
5255 Glenridge Dr.
Atlanta GA 30342



CAPABILITY STATEMENT

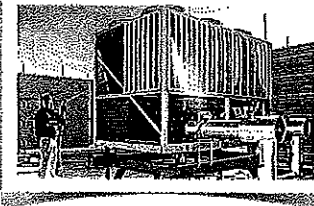
5 SEASONS MECHANICAL

BUILDING SOLUTIONS



Advanced Diagnosis & Assessments

- Customized performance and maintenance focused assessments
- Control systems assessments, upgrade and replacements
- Specialized equipment service (water sourced heat pumps, VFD, zoned systems, pneumatics, boilers, chillers and much more)
- Custom installation services and data center climate solutions



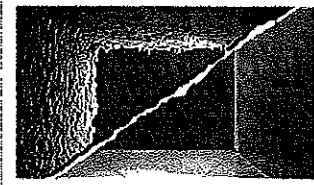
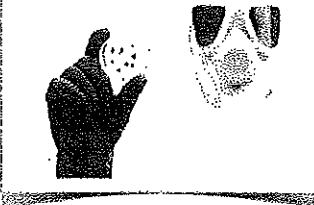
Preventative Maintenance Programs

- Central plant systems maintenance program
- Retail and national account maintenance program
- Refrigeration systems maintenance program
- Indoor air quality maintenance program
- VFD and control system maintenance program
- Priority scheduling and discounted pricing



I.A.Q. Services - Indoor Air Quality

- Deep cleaning: air ducts, components, PTAC's, VAV's, air handlers, air control devices, blowers, exhaust fans and dryer vents
- Anti-microbial coatings/EPA approved disinfectant agent
- Dirty sock syndrome and black soot elimination
- Certified indoor air quality testing and inspections
- Certified mold testing and remediation
- Fire damper testing and certification
- Advance filtration, UV lighting and HEPA systems
- Coil cleaning
- Extensive testing and reporting utilizing the I.A.Q. testing system
- Lab certified mold testing and verification
- Temperature, RH and CO2 level monitoring
- Remote monitoring and alarm notification options
- telescoping camera and video verification of issues
- Free assessment



I.A.Q. Services - Duct Cleaning Benefits

- Eliminate health risks
- Improve tenant productivity
- Improve indoor air quality
- Prolong the life of your mechanical equipment
- Become OSHA and EPA compliant

BUILDING SOLUTIONS



Design & Build

- New installation
- Retrofit
- Government buildings
- Custom build
- Interior & special projects

COMPANY OVERVIEW:

5 Seasons Mechanical, LLC is a certified 8(a), DBE, LSBE, MBE, MFBE, SBE, EPA certified Lead-Safe firm and premier mechanical contractor that provides comprehensive total mechanical solutions for private, corporate and government entities.

CONTACT INFORMATION

5 Seasons Mechanical, LLC
6971 Peachtree Industrial Blvd, Suite A
Peachtree Corners, GA 30092

team@5-sm.com

www.5SeasonsMechanical.com

Phone: 770-727-5000

Fax: 770-837-3476

5 REASONS TO CHOOSE 5 SEASONS

- (1) Proven solutions to solve complex issues
- (2) Flexible scheduling and logistics
- (3) OSHA safety compliance and procedures
- (4) All licensing and industry certifications
- (5) Our team has been screened, certified and groomed to make it happen!

OUR MISSION STATEMENT

Our mission is to provide the 5th season for our customers, employees and vendors all year around. It is the ultimate experience and the strive to deliver excellence.

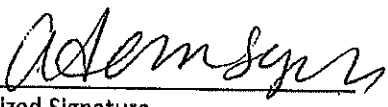
CEO INSPIRATION

"All people are at their best when they are essential members of an organization that challenges the human spirit, that inspires personal growth and development, and that gets things done...this is what quality of work life is all about."

BID SCHEDULE
ITB 23-019, City of Fairburn On-Call Mechanical Services

*** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	\$105.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	\$157.50
3	HVAC Technician (Normal Hours)	HR	\$95.00
4	HVAC Technician (Night Holiday, and Weekend Hours)	HR	\$142.50
5	Helper/Laborer (Normal Hours)	HR	\$85.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	\$127.50
7	Equipment Operator (Normal Hours)	HR	\$95.00
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	\$142.50
9	Bobcat/Trencher Rental (Normal Hours)	HR	\$95.00
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	\$42.50
11	Backhoe/Loader (Normal Hours)	HR	\$95.00
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	\$142.50
13	Dump Truck Rental (Normal Hours)	HR	\$95.00
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	\$142.50
15	Crane Rental (Normal Hours)	HR	\$95.00
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	\$142.50


 Authorized Signature

08/08/2023
 Date

Adam Soyah
 Print Name

5 Seasons Mechanical, LLC
 Business Name

estimating@5-sm.com
 Email

770-727-5000 x 106
 Phone

Please return with your Bid package.



CONTRACT FOR SERVICES

ITB 23-019

City of Fairburn On-Call Mechanical Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - ARS Mechanical LLC Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-019 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Drug-Free Workplace.
- Exhibit F: Purchasing Policy Addendum.
- Exhibit G: Affidavit Verifying Status for Public Benefit Application.
- Exhibit H: References and Subcontractor Form.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice

reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

5 Seasons Mechanical

(Contractor), a corporation

By: _____

(Corporate Seal)

Address:

ARS Mechanical LLC
7195 Turner Hill Road North
Lithonia, Georgia 30058
Attn: Alfred Shepherd

Date Signed by Contractor:

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213
Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** ***END OF GENERAL CONDITIONS********

EXHIBIT B

Bid 23-019 On-Call Mechanical Services

Scope of Work:

The City of Fairburn is seeking Bids from qualified firms to provide on-call mechanical maintenance and repair services for the City of Fairburn. The requested services will be utilized on various mechanical systems throughout the city. The selected firms are to be available on an "on call" basis as work arises.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

The City of Fairburn is seeking a Contractor(s) to perform HVAC maintenance, repair services, or emergency services for the facilities and installation of new HVAC services may be required at City of Fairburn facilities as requested by the city. Typical services performed under this contract may include new installation, scheduled repair services, general maintenance, testing, replacement, and emergency repairs. The contractor's scope of services are currently envisioned to include but not limited to the following systems: boilers; chillers; fan coil units; air handling equipment; heating and cooling coils; heating and cooling pumps; heating and chilled water valves; duct work; control valves; VAV boxes; DX systems and split systems; dampers and louvers; exhaust systems, such as hoods fume hoods, fans and motors; condensate drain systems; air compressors, both lab and control air; heating and cooling piping systems; VFD's; motor controls; wiring; and power supplies.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace mechanical issues at any and all locations, to original design specifications or conditions acceptable to City of Fairburn. The Contractor(s) will perform all required administration, management, and quality assurance to ensure proper execution of maintenance & repair projects. All work performed shall be coordinated with the City of Fairburn Buildings Director/Designated Representative personnel as applicable to the location of the work.

This Bid and the specifications that follow are being offered to qualify and select a Contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to perform all work necessary; including but not limited to, maintenance, repair, and/or emergency repair services of a wide range of projects for the City of Fairburn, and possibly throughout the City. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

The services and/or materials intended to be provided under this BID are based upon the future needs of the City and are pending allocation of funds and approval of award by the City. The City reserves the right to authorize/order services and/or materials as may be required during the Contract period and, reserves the right to not authorize/order any services and/or materials.

The City may require "project quotes" for any and all work required under this contract at its sole discretion. The City reserves the right to award the task/project to the Contractor offering the most favorable quote (as determined by the City). It is important to note that the most favorable quote may not be the one offering the lowest price. The city may evaluate the quote based on several factors which may include the starting and completion dates provided by the Contractor(s) with their quote for that task/project and the subsequent effect this will have on the task/project.

The Service Company shall maintain a field office and/or warehouse that is within forty-five (45) miles of each of the facilities to be serviced under this Bid.

Service Company must provide 24/7 on-call service availability for emergency calls or other type of outages with a 30-minute returned phone call response time.

For non-emergency work, the Contractor(s) must physically report to the work site within one (1) week of written notification from the City's Buildings Director /Designated Representative, hereinafter Project Manager (PM), to complete a written quotation based on the contract pricing of the work to be performed. The PM shall review the written quotation of work to be performed and determine that the work specified aligns with the work that is needed to be completed. All materials and sources of supply incorporated in the work must be approved by the PM prior to use on each job. Materials incorporated in the work that have not received prior approval by the PM shall be at the Contractor's expense and not paid for by the City. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM, (TBD).

For emergency work the Contractor(s) must physically report to the work site within twenty-four (24) hours of verbal notification from the City's PM to complete any necessary emergency repair work needed to secure/alleviate emergency. All materials and sources of supply incorporated in the work must be approved by the PM for use in each job. Materials incorporated in the work that have not received approval by the PM shall be the Contractor's expense and not paid for by the City. Contractor will provide the PM with a quote if additional work should be completed after the emergency service call is completed. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM.

If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the PM for approval prior to proceeding with any additional work. The City shall not pay for additional work that the Contractor performs without the City's approval.

Due to certain locations within the city, employees must have the ability to pass a background check and work unsupervised.

Guarantee – when applicable the contractor shall furnish a one-year guarantee of workmanship and materials, dating from the time of acceptance of the project and shall make good any defects which may occur during that period. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties.

Under this Contract, the contractor shall specify at least (1) individual as Project Manager and (1) individual as on-site Field Superintendents. These individuals shall be direct employees of the Contractor. The assigned Project Manager for a particular Task Order shall be involved on a continual basis from the selection through project completion. The Project Manager shall be responsible for the overall management of the Contractor's team assigned to the Task Order and the completion of the project. The Field Superintendent shall be 100% on-site once the project commences at any time work is being performed on-site. The Field Superintendent shall be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and onsite management such as material deliveries and outages.

All Contractor communications on task orders shall only be through the designated City Project Manager. Other than addressing an immediate safety concern, other City of Fairburn personnel are

not authorized to provide the Contractor with instructions, directions, or information regarding the work.

The contractor shall be responsible for providing its own toilet facilities and fresh drinking water at remote sites where such facilities are not available.

The contractor shall secure any building openings made as a result of this contract, against both heat loss and the intrusion of weather, to prevent wind and precipitation from entering the building.

Samples

The contractor shall furnish with reasonable promptness all samples as directed by the City for approval for conformance with the design concept of the project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

Materials, Equipment and Supplies

The contractor shall be capable of supplying and/or procuring all materials, equipment, supplies, and parts needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to cranes, boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. **All mechanical components used in repair and replacement projects must meet or exceed the intended design and manufacturer's specifications of components being replaced.**

Waste and debris

Waste and debris shall not accumulate in the building or work area. The Contractor shall be responsible

to remove debris and clean work areas on a daily basis as the work progresses and to remove all excess material, waste, and debris upon completion of the work. Woodwork painted or decorated surfaces, and finished floors shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces. On completion of the work, areas shall be left clean, and free from abrasive or set materials liable to cause damage. The Contractor shall patch and refinish all areas damaged to accommodate the work to match existing.

The Contractor shall remove all waste materials and debris from the campus at no charge to the City of Fairburn. Salvageable material shall be piled separately for reuse or salvage by the City.

The Contractor shall pay all required material disposal fees and shall dispose of all materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the City for increases, and those of the bidder's supplier (e.g., factory) increase, as prices change. The bidder must also provide a list of the suppliers (e.g., factory's) previous price(s) to the City for purposes of comparison. Price changes will be in effect only after receipt and approval by the Procurement Manager. Price lists and changes thereto are to be furnished under the contract and without charge to the City. Catalogue(s) and Price List(s) must be submitted to the Finance Department, 56 Malone Street SW, Fairburn, GA 30213.

Basis of Compensation:

Compensation to the contractor for the requested services will be based on the labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (but not to exceed 15%), Overhead & Profit, and a fixed trip charge.

The Labor rates provided in the bid shall include the percentage mark-up. The labor rates on the price schedule shall include all costs associated with transportation by service vans and trucks as well as costs for hand tools, power tools, ladders, testing equipment, carts, miscellaneous items, and consumables normally associated with mechanical service calls for repair and installation work. Labor rates shall begin when the contractor's personnel reach the service site and shall end when leaving the service site. A single trip charge shall be applied to cover the time in transit. The contractor agrees that it will provide documentation of costs for parts and materials upon request of the City. The city shall not be charged for labor costs associated with the provision of cost estimates and proposals unless the City Buildings Director/Representative has authorized such costs in writing.

Protection of Work

The contractor shall provide all necessary protection for the completion of work to prevent damage. Work to be performed under this contract can be in congested areas of the City, subject to heavy vehicular traffic and limited parking. The contractor shall take every precaution to protect others from injury and to avoid disruption of traffic while work is being performed.

The Contractor shall pay all highway fees and for all damage to sidewalks, streets, or other public property, or to public utilities. Contractor shall secure all permits, authorizations, and certificates of inspection or occupancy that may be required by authorities having jurisdiction over the Work. Said certificates shall be delivered to the City upon completion of the Work.

Additional Work

In the event of additional work associated with this contract not specifically listed in the schedule of specified in the Minimum Specifications is required, such work must be duly authorized **in advance** and in writing by the City after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between City Buildings Director/authorized representatives and contractor's agents shall not be recognized.

Materials and Storage

The contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on the job site in such areas are mutually agreed upon. The contractor shall allot suitable and proper space for his sub-contractors for storing of their materials and for the erection of their sheds and tools, if needed. Should it be necessary at any time to move materials, sheds, or storage platforms, the contractor shall move as and when directed, at his own expense.

Measurements and Dimension

Before ordering material or performing work, which is dependent for proper size or installation upon coordination with conditions, the contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work.

If a minor change in the Work is found necessary due to actual field conditions, the contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the contractor fails to make such request, no excuse will thereafter be entertained for contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome

The contractor shall perform work so that the City of Fairburn is provided with satisfactory products and/or finish upon completion of the work before payment can be made. If the work is not satisfactory after City inspection, the city may withhold payment until work is corrected in an acceptable manner, with the city being the judge as to acceptability.

The Contractor shall submit a Contractor work report within 48 hours of the completion of the services. The City Buildings Director/Representative will review the work reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the work or costs. The City Buildings Director /Representative will provide written approval of the Work Reports. An acceptable Contractor Work Report shall serve as the basis for the contractor's invoicing.

Qualifications/Submission Requirements

The proposers shall have at least 5 years' experience within the commercial mechanical repair, replacement, installation, and maintenance services.

Firms profile and qualifications

- List applicable registrations, certifications, & training completed.
- Current or past public-sector clients (references)
- Resumes of key personnel
- Project Approach Summary
- A separate sealed fee proposal, consisting of no more than two pages, listing the
- hourly rates for each of the staff anticipated to work the contract, and itemized list of
- reimbursable expenses, shall be submitted with your response.

Firm's Information

- Firm name, address, and telephone numbers of all firm offices and identify which location will perform the services described in the proposal.
- Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- Years the firm has been in business.
- Name of principals in firm.
- Primary contact.
- Organizational description.
- Description of firm's philosophy.
- Provide firm's EMR for the last three (3) years. This information is to be provided for the responsible branch office only, not the parent organization, if applicable.
- Contractor Agreement Terms and Conditions.
- Contractor License.

Provide any information that may serve to differentiate your firm from other firms in suitability for the services requested, but not limited to:

- Furnish evidence of the firm's fit the needs of the City of Fairburn, any special or unique qualifications for the BID.
- Provide information on the firm's suitability to deliver environmentally sustainable mechanical services in municipal buildings.
- Provide firm's thoughts and/or adjustments for new best practices in post-pandemic impact to mechanical systems.
- Provide a statement on the firm's quality control/quality assurance procedures for aspects of services.
- Describe systems and procedures your firm uses to manage both the service schedules and costs.
- Provide description of the firm's approach to project documentation.
- Explain your process for construction administration.

SELECTION CRITERIA FOR PROSPECTIVE BIDDERS:

To receive consideration, the respondent's proposal should be responsive to the project requirements described in the Submission Requirements section of this document. The contract will be awarded to the respondent(s) determined to be the most qualified to perform the work based on the established above criterion. The City of Fairburn reserves the right to award more than one respondent, if in the best interest of the city to do so.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: ARS Mechanical, LLC

Address: 7195 Turner Hill Road North Lithonia, GA 30058

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

234985

E Verify™ Company Identification Number

August 9th 2009

Date of Authorization

Alfred Shepherd

BY: Authorized Officer or Agent

(Name of Person or Entity)

August 11th 2023

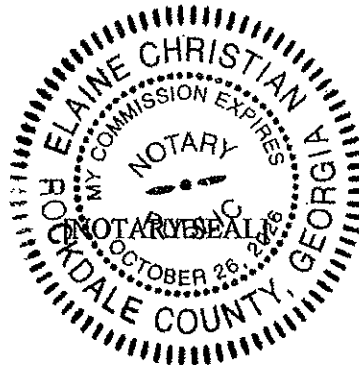
Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

11th DAY OF August, 2023

Elaine Christian
Notary Public

My Commission Expires: October 26th 2026



* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with ARS Mechanical (Service Provider),
_____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

ARS Mechanical

Company Name

ARS Mechanical 8/10/2023

BY: Authorized Officer or Agent Date

(Service Provider Signature)

Vice President

Title of Authorized Officer or Agent of Service Provider

Alfred Shepherd

Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Alfred Shepherd, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

Alfred B. Shepherd 8/10/2023

BY: Authorized Officer or Agent Date

(Service Provider Signature)

Vice President

Title of Authorized Officer or Agent of Service Provider

Alfred Shepherd

08/11/2023

Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.

EXHIBIT H

REFERENCES

ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: City of Atlanta
Address: 68 Mitchell Street Atlanta GA 30301
Contact: Vence William Phone: 404-304-1752
2. Company Name: Fulton County Government
Address: 141 Pryor St SW, Atlanta GA 30303
Contact: Carlos Sutton Phone: 404-304-1752
3. Company Name: Atlanta Public Schools
Address: 1631 LaFrance Street NE Atlanta GA 30307
Contact: Roderick Rayner Phone: 470-802-3757

Please return with your Bid package.

N/A

SUBCONTRACTORS
ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

2. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

3. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

4. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

5. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT

ITB 23-019, City of Fairburn On-Call Mechanical Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ON-CALL MECHANICAL SERVICES ARE TRUE AND CORRECT.

Dated this August day of 11th, 2023

ARS Mechanical, LLC

(Name of Organization)

Vice President

(Title of Person Signing)

Arul B. Sphar

(Signature)

ITB 23-019

(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

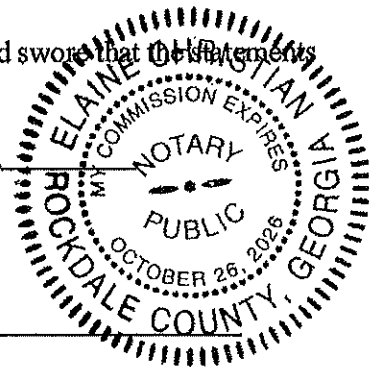
COUNTY OF Rockdale)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 11th day of August 2023

Elaine Christian
Notary Public Signature

My Commission Expires: October 26th 2026



Please return with your Bid package.

EXHIBIT J

BID SCHEDULE

ITB 23-019, City of Fairburn On-Call Mechanical Services

*** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	\$115.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	\$135.00
3	HVAC Technician (Normal Hours)	HR	\$115.00
4	HVAC Technician (Night Holiday, and Weekend Hours)	HR	\$135.00
5	Helper/Laborer (Normal Hours)	HR	\$50.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	\$65.00
7	Equipment Operator (Normal Hours)	HR	\$50.00
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	\$65.00
9	Bobcat/Trencher Rental (Normal Hours)	HR	\$44.00
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	\$47.00
11	Backhoe/Loader (Normal Hours)	HR	\$75.00
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	\$81.00
13	Dump Truck Rental (Normal Hours)	HR	\$82.00
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	\$89.00
15	Crane Rental (Normal Hours)	HR	\$215.00
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	\$250.00

Alfred B. Shepherd
Authorized Signature

8/10/2023
Date

Alfred B. Shepherd
Print Name

ARS Mechanical, LLC
Business Name

ashepherd@arsmechanical.com
Email

770-760-1533
Phone

Please return with your Bid package.



CONTRACT FOR SERVICES

ITB 23-019

City of Fairburn On-Call Mechanical Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - Maxair Mechanical LLC Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-019 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Drug-Free Workplace.
- Exhibit F: Purchasing Policy Addendum.
- Exhibit G: Affidavit Verifying Status for Public Benefit Application.
- Exhibit H: References and Subcontractor Form.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Maxair Mechanical LLC

Limited Liability Company (LLC)

Address:

Maxair Mechanical LLC
814 Livingston Court
Marietta, GA 30067
Attn: Mike Payne

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____

Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____

Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

- 3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

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6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vi) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

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an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

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circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

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to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

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- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** *END OF GENERAL CONDITIONS****

EXHIBIT B

Bid 23-019 On-Call Mechanical Services

Scope of Work:

The City of Fairburn is seeking Bids from qualified firms to provide on-call mechanical maintenance and repair services for the City of Fairburn. The requested services will be utilized on various mechanical systems throughout the city. The selected firms are to be available on an "on call" basis as work arises.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

The City of Fairburn is seeking a Contractor(s) to perform HVAC maintenance, repair services, or emergency services for the facilities and installation of new HVAC services may be required at City of Fairburn facilities as requested by the city. Typical services performed under this contract may include new installation, scheduled repair services, general maintenance, testing, replacement, and emergency repairs. The contractor's scope of services are currently envisioned to include but not limited to the following systems: boilers; chillers; fan coil units; air handling equipment; heating and cooling coils; heating and cooling pumps; heating and chilled water valves; duct work; control valves; VAV boxes; DX systems and split systems; dampers and louvers; exhaust systems, such as hoods fume hoods, fans and motors; condensate drain systems; air compressors, both lab and control air; heating and cooling piping systems; VFD's; motor controls; wiring; and power supplies.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace mechanical issues at any and all locations, to original design specifications or conditions acceptable to City of Fairburn. The Contractor(s) will perform all required administration, management, and quality assurance to ensure proper execution of maintenance & repair projects. All work performed shall be coordinated with the City of Fairburn Buildings Director/Designated Representative personnel as applicable to the location of the work.

This Bid and the specifications that follow are being offered to qualify and select a Contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to perform all work necessary; including but not limited to, maintenance, repair, and/or emergency repair services of a wide range of projects for the City of Fairburn, and possibly throughout the City. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

The services and/or materials intended to be provided under this BID are based upon the future needs of the City and are pending allocation of funds and approval of award by the City. The City reserves the right to authorize/order services and/or materials as may be required during the Contract period and, reserves the right to not authorize/order any services and/or materials.

The City may require "project quotes" for any and all work required under this contract at its sole discretion. The City reserves the right to award the task/project to the Contractor offering the most favorable quote (as determined by the City). It is important to note that the most favorable quote may not be the one offering the lowest price. The city may evaluate the quote based on several factors which may include the starting and completion dates provided by the Contractor(s) with their quote for that task/project and the subsequent effect this will have on the task/project.

The Service Company shall maintain a field office and/or warehouse that is within forty-five (45) miles of each of the facilities to be serviced under this Bid.

Service Company must provide 24/7 on-call service availability for emergency calls or other type of outages with a 30-minute returned phone call response time.

For non-emergency work, the Contractor(s) must physically report to the work site within one (1) week of written notification from the City's Buildings Director /Designated Representative, hereinafter Project Manager (PM), to complete a written quotation based on the contract pricing of the work to be performed. The PM shall review the written quotation of work to be performed and determine that the work specified aligns with the work that is needed to be completed. All materials and sources of supply incorporated in the work must be approved by the PM prior to use on each job. Materials incorporated in the work that have not received prior approval by the PM shall be at the Contractor's expense and not paid for by the City. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM, (TBD).

For emergency work the Contractor(s) must physically report to the work site within twenty-four (24) hours of verbal notification from the City's PM to complete any necessary emergency repair work needed to secure/alleviate emergency. All materials and sources of supply incorporated in the work must be approved by the PM for use in each job. Materials incorporated in the work that have not received approval by the PM shall be the Contractor's expense and not paid for by the City. Contractor will provide the PM with a quote if additional work should be completed after the emergency service call is completed. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM.

If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the PM for approval prior to proceeding with any additional work. The City shall not pay for additional work that the Contractor performs without the City's approval.

Due to certain locations within the city, employees must have the ability to pass a background check and work unsupervised.

Guarantee – when applicable the contractor shall furnish a one-year guarantee of workmanship and materials, dating from the time of acceptance of the project and shall make good any defects which may occur during that period. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties.

Under this Contract, the contractor shall specify at least (1) individual as Project Manager and (1) individual as on-site Field Superintendents. These individuals shall be direct employees of the Contractor. The assigned Project Manager for a particular Task Order shall be involved on a continual basis from the selection through project completion. The Project Manager shall be responsible for the overall management of the Contractor's team assigned to the Task Order and the completion of the project. The Field Superintendent shall be 100% on-site once the project commences at any time work is being performed on-site. The Field Superintendent shall be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and onsite management such as material deliveries and outages.

All Contractor communications on task orders shall only be through the designated City Project Manager. Other than addressing an immediate safety concern, other City of Fairburn personnel are

not authorized to provide the Contractor with instructions, directions, or information regarding the work.

The contractor shall be responsible for providing its own toilet facilities and fresh drinking water at remote sites where such facilities are not available.

The contractor shall secure any building openings made as a result of this contract, against both heat loss and the intrusion of weather, to prevent wind and precipitation from entering the building.

Samples

The contractor shall furnish with reasonable promptness all samples as directed by the City for approval for conformance with the design concept of the project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

Materials, Equipment and Supplies

The contractor shall be capable of supplying and/or procuring all materials, equipment, supplies, and parts needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to cranes, boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. **All mechanical components used in repair and replacement projects must meet or exceed the intended design and manufacturer's specifications of components being replaced.**

Waste and debris

Waste and debris shall not accumulate in the building or work area. The Contractor shall be responsible

to remove debris and clean work areas on a daily basis as the work progresses and to remove all excess material, waste, and debris upon completion of the work. Woodwork painted or decorated surfaces, and finished floors shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces. On completion of the work, areas shall be left clean, and free from abrasive or set materials liable to cause damage. The Contractor shall patch and refinish all areas damaged to accommodate the work to match existing.

The Contractor shall remove all waste materials and debris from the campus at no charge to the City of Fairburn. Salvageable material shall be piled separately for reuse or salvage by the City.

The Contractor shall pay all required material disposal fees and shall dispose of all materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the City for increases, and those of the bidder's supplier (e.g., factory) increase, as prices change. The bidder must also provide a list of the suppliers (e.g., factory's) previous price(s) to the City for purposes of comparison. Price changes will be in effect only after receipt and approval by the Procurement Manager. Price lists and changes thereto are to be furnished under the contract and without charge to the City. Catalogue(s) and Price List(s) must be submitted to the Finance Department, 56 Malone Street SW, Fairburn, GA 30213.

Basis of Compensation:

Compensation to the contractor for the requested services will be based on the labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (but not to exceed 15%), Overhead & Profit, and a fixed trip charge.

The Labor rates provided in the bid shall include the percentage mark-up. The labor rates on the price schedule shall include all costs associated with transportation by service vans and trucks as well as costs for hand tools, power tools, ladders, testing equipment, carts, miscellaneous items, and consumables normally associated with mechanical service calls for repair and installation work. Labor rates shall begin when the contractor's personnel reach the service site and shall end when leaving the service site. A single trip charge shall be applied to cover the time in transit. The contractor agrees that it will provide documentation of costs for parts and materials upon request of the City. The city shall not be charged for labor costs associated with the provision of cost estimates and proposals unless the City Buildings Director/Representative has authorized such costs in writing.

Protection of Work

The contractor shall provide all necessary protection for the completion of work to prevent damage. Work to be performed under this contract can be in congested areas of the City, subject to heavy vehicular traffic and limited parking. The contractor shall take every precaution to protect others from injury and to avoid disruption of traffic while work is being performed.

The Contractor shall pay all highway fees and for all damage to sidewalks, streets, or other public property, or to public utilities. Contractor shall secure all permits, authorizations, and certificates of inspection or occupancy that may be required by authorities having jurisdiction over the Work. Said certificates shall be delivered to the City upon completion of the Work.

Additional Work

In the event of additional work associated with this contract not specifically listed in the schedule of specified in the Minimum Specifications is required, such work must be duly authorized **in advance** and in writing by the City after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between City Buildings Director/authorized representatives and contractor's agents shall not be recognized.

Materials and Storage

The contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on the job site in such areas are mutually agreed upon. The contractor shall allot suitable and proper space for his sub-contractors for storing of their materials and for the erection of their sheds and tools, if needed. Should it be necessary at any time to move materials, sheds, or storage platforms, the contractor shall move as and when directed, at his own expense.

Measurements and Dimension

Before ordering material or performing work, which is dependent for proper size or installation upon coordination with conditions, the contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work.

If a minor change in the Work is found necessary due to actual field conditions, the contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the contractor fails to make such request, no excuse will thereafter be entertained for contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome

The contractor shall perform work so that the City of Fairburn is provided with satisfactory products and/or finish upon completion of the work before payment can be made. If the work is not satisfactory after City inspection, the city may withhold payment until work is corrected in an acceptable manner, with the city being the judge as to acceptability.

The Contractor shall submit a Contractor work report within 48 hours of the completion of the services. The City Buildings Director/Representative will review the work reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the work or costs. The City Buildings Director /Representative will provide written approval of the Work Reports. An acceptable Contractor Work Report shall serve as the basis for the contractor's invoicing.

Qualifications/Submission Requirements

The proposers shall have at least 5 years' experience within the commercial mechanical repair, replacement, installation, and maintenance services.

Firms profile and qualifications

- List applicable registrations, certifications, & training completed.
- Current or past public-sector clients (references)
- Resumes of key personnel
- Project Approach Summary
- A separate sealed fee proposal, consisting of no more than two pages, listing the
- hourly rates for each of the staff anticipated to work the contract, and itemized list of
- reimbursable expenses, shall be submitted with your response.

Firm's Information

- Firm name, address, and telephone numbers of all firm offices and identify which location will perform the services described in the proposal.
- Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- Years the firm has been in business.
- Name of principals in firm.
- Primary contact.
- Organizational description.
- Description of firm's philosophy.
- Provide firm's EMR for the last three (3) years. This information is to be provided for the responsible branch office only, not the parent organization, if applicable.
- Contractor Agreement Terms and Conditions.
- Contractor License.

Provide any information that may serve to differentiate your firm from other firms in suitability for the services requested, but not limited to:

- Furnish evidence of the firm's fit the needs of the City of Fairburn, any special or unique qualifications for the BID.
- Provide information on the firm's suitability to deliver environmentally sustainable mechanical services in municipal buildings.
- Provide firm's thoughts and/or adjustments for new best practices in post-pandemic impact to mechanical systems.
- Provide a statement on the firm's quality control/quality assurance procedures for aspects of services.
- Describe systems and procedures your firm uses to manage both the service schedules and costs.
- Provide description of the firm's approach to project documentation.
- Explain your process for construction administration.

SELECTION CRITERIA FOR PROSPECTIVE BIDDERS:

To receive consideration, the respondent's proposal should be responsive to the project requirements described in the Submission Requirements section of this document. The contract will be awarded to the respondent(s) determined to be the most qualified to perform the work based on the established above criterion. The City of Fairburn reserves the right to award more than one respondent, if in the best interest of the city to do so.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name:

Address:

MAXAIR MECHANICAL LLC
814 LIVINGSTON COURT Marietta GA
30067

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

366543
E Verify™ Company Identification Number

10-21-2010
Date of Authorization

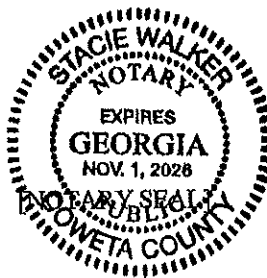
Mike C. Payne
BY: Authorized Officer or Agent
(Name of Person or Entity)

8-8-2023
Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

8 DAY OF August, 2023

Stacie Walker
Notary Public



My Commission Expires: November 1, 2026

* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

20-5277888

Federal Work Authorization User Identification Number

10-21-2010

Date of Authorization

None

Name of Subcontractor

Mechanical Service

Name of Project

MAXAIR Mechanical LLC

Name of Public Employer

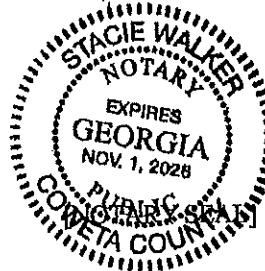
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

8 DAY OF August, 2023

Stacie Walker

Notary Public

My Commission Expires: November 1, 2026



Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with Maxair Mechanical (Service Provider),
_____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Maxair Mechanical LLC

Company Name

MM C. Payne 8-8-2023

BY: Authorized Officer or Agent Date

(Service Provider Signature)

GM

Title of Authorized Officer or Agent of Service Provider

Mike A. Payne

Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Mike Payne, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

Mike C Payne 8-8-2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

GM
Title of Authorized Officer or Agent of Service Provider

Mike A. Payne 8-8-2023
Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.

Fairburn



Situated to Succeed

EXHIBIT G

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for Mike A. Payne

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen.

OR

2. ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Mike A. Payne

Date: 8-8-2023

Printed Name: Mike A. Payne

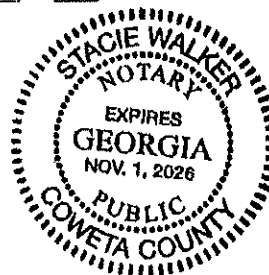
* Alien Registration number for non-citizens: N/A

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 8 day of August, 2023

Notary Public: Stacie Walker

My Commission Expires: November 1, 2026



Please return with your Bid package.

EXHIBIT H

REFERENCES

ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: JLL/NCR
Address: 200 Hwy 74, Peachtree City GA 30269
Contact: Keith White Phone: (770) 335-2948
(470) 514-7115
2. Company Name: City of Atlanta Public Schools
Address: _____
Contact: _____ Phone: _____
3. Company Name: Copper Lighting Solutions
Address: 1621 Hwy 74 South, Peachtree City GA 30269
Contact: Darren Mitchell Phone: 770 486 4800

Please return with your Bid package.

SUBCONTRACTORS
ITB 23-019, City of Fairburn On-Call Mechanical Services

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: N/A
Address: _____
Contact: _____ Phone: _____
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT

ITB 23-019, City of Fairburn On-Call Mechanical Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ON-CALL MECHANICAL SERVICES ARE TRUE AND CORRECT.

Dated this 8th day of 8, 2023

MAXAIR MECHANICAL LLC

(Name of Organization)

General Manager

(Title of Person Signing)

Mia Ray

(Signature)

23-019

(Bid Number)

ACKNOWLEDGEMENT

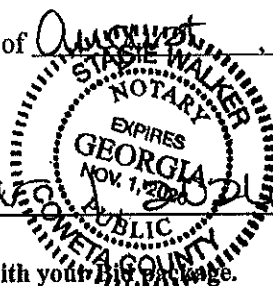
STATE OF Georgia

COUNTY OF Coweta

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 8 day of August, 2023.

Stacie Walker
Notary Public Signature



My Commission Expires: November 1, 2024

Please return with your bid package.

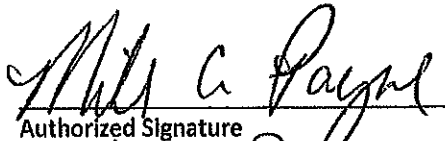
EXHIBIT J

BID SCHEDULE

ITB 23-019, City of Fairburn On-Call Mechanical Services

*** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Supintendent (Normal Hours)	HR	135.00
2	Foreman/Supintendent (Night Holiday, and Weekend Hours)	HR	182.25
3	HVAC Technician (Normal Hours)	HR	108.00
4	HVAC Technician (Night Holiday, and Weekend Hours)	HR	145.80
5	Helper/Laborer (Normal Hours)	HR	81.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	101.25
7	Equipment Operator (Normal Hours)	HR	108.00
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	145.80
9	Bobcat/Trencher Rental (Normal Hours)	HR	174
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	222
11	Backhoe/Loader (Normal Hours)	HR	198
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	234
13	Dump Truck Rental (Normal Hours)	HR	132
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	243
15	Crane Rental (Normal Hours)	HR	250
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	350


Authorized Signature

8-8-2023
Date

Mike A. Payne
Print Name

MAXAIR Mechanical LLC
Business Name

service@maxairmech.com
Email

770 251 2200
Phone

Please return with your Bid package.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: On-Call Electrical Services Award

ITEM TYPE: Contract

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Buildings

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To award ITB 23-020 On-Call Electrical Services for the City of Fairburn to the following Electrical Companies: Face N Son's, Capital City Electrical Services and Brown Electrical.

HISTORY:

ITB 23-020 was published on July 18, 2023 to solicit vendors to provide professional electrical services for the City of Fairburn. ITB 23-020 closed on August 24, 2023.

FACTS AND ISSUES:

The City of Fairburn currently does not have any long-standing agreements for professional electrical services. The City has undergone Facility Condition Assessments, along with already known property issues, and anticipating the future growth of the City of Fairburn, ITB 23-020 was published to solicit and create a list of on-call electrical firms for the City of Fairburn for the next 3 years.

FUNDING SOURCE:

Various depending on the facility/project.

RECOMMENDED ACTION:

Request Mayor and Council approval to award ITB 23-020, On-Call Electrical Services for the City of Fairburn, to Face N Son's, Capital City Electrical Services and Brown Electrical, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney.

ATTACHMENTS:

1. Professional Services Contract Face N Son's LLC
2. Professional Services Contract Capital City Electrical Services
3. Professional Services Contract Brown Electrical



CONTRACT FOR SERVICES

ITB 23-020

City of Fairburn On-Call Electrical Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - Face N Son's LLC Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 23-020 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Georgia Security and Immigration Compliance Affidavit.
Exhibit E:	Drug-Free Workplace.
Exhibit F:	Purchasing Policy Addendum.
Exhibit G:	Affidavit Verifying Status for Public Benefit Application.
Exhibit H:	References and Subcontractor Form.
Exhibit I:	Non-Collusion Affidavit.
Exhibit J:	Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Face N Son's LLC

a Limited Liability Company

Address:

Face N Son's LLC
5913 Heritage Walk
Lithonia, Georgia 30058
Attn: Sergio Facyson, President

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

- 3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

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- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** *END OF GENERAL CONDITIONS****

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK CITY OF FAIRBURN ON CALL ELECTRICAL SERVICE

Scope of Work:

This project work is to provide on-call electrical service on an as needed basis. The successful Contractor shall have prior experience with all electrical services.

- A. The contractor shall provide journey-level electrical services to diagnose and repair a variety of electrical problems.
- B. The contractor must be able to work independently at various facilities located throughout the city.
- C. The contractor must have all tools, transportation, and equipment necessary to perform the required duties.
- D. The contractor must be familiar with material, load carrying capabilities, codes, regulations, and industry standards. Repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities.
- E. Work shall include, but is not necessarily limited to, maintenance, repair, replacement of field lighting, transformers, switchgear, regulators, capacitors, controllers, generators, backup batteries, devises, underground cables, circuit breakers, outlets, fixtures, lighting, cabling, photocells, appliances, surge suppressors, security, and emergency lighting. Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.
- F. All equipment installed on City facilities must be the same brand and grade as currently in use and should match all city installations in similar buildings.
- G. Point of Contact: Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24) hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**. The Contractor must respond within thirty (30) minutes of the emergency originating call and shall respond and mobilize to the destination within **Two (2) hours** after notification and receipt of any call from the City. The Contractor's telephone number must be free of charge for City use. The contractor shall have an office and/or warehouse within forty miles of the City of Fairburn
- H. The Contractor shall have flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service. In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

- I. **Quality Assurance/Contractor Performance:** All work is to be completed by the Contractor and is subject to the general inspection of the City's representative or his designee. Designated Contractor representatives for coordination of service will be a factor during the assessment phase of this Bid. The City's representative shall decide all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of plans and specifications of all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

New installation and repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities, and shall be subject to inspection of the City Building Official. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City.

- J. **Site Inspection:** It is the Contractor's responsibility to survey the scope of work required in the performance of this contract to make the City's representative aware of any relevant issues.

- K. **Parts:** All parts shall be new, premium grade unless otherwise approved by City prior to installation.

- L. **Estimates:** Whenever requested, Contractor shall provide an accurate and timely estimate of the cost of the work to be completed prior to proceeding with the work. Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total.

If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; insurance; licensing; employee costs, including benefits; etc.

Deadlines will be determined by Facilities and/or requesting department/division L. **Utility Coordination:** Contractor shall be responsible for coordinating with Georgia Power or any other affected utility. Blue Stake clearance is required on all underground work.

- M. **Scheduled Outages:** Scheduled outages must be coordinated with the City's Fleet and Building Manager or another appropriate City representative.

- N. **Permits, Fees, and inspections:** Contractor shall be responsible for obtaining all required permits and inspections and paying any fees associated with the permits and/or inspections. (NOTE: Copies of all permits may be required to be provided to the city prior to beginning any work).

O. Timely Completion of Work: Contractor shall complete the work in a timely manner as agreed upon with the appropriate City representative.

P. Debris. The Contractor shall clean work areas of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

Q. The contractor shall be responsible for removing and disposing of existing electrical. Contractor shall also repair any landscaping and any other property damaged by his employees, contractor, or sub-contractors during the life of the project.

R. Non-Contracted Projects. Contractors should be aware that the city may, at its option, obtain bids from other qualified contractors for any projects.

S. Billing: Contractor shall invoice not more than once every thirty (30) days. The invoice shall be submitted within 30 days of completing the work.

T. Background Checks: The Contractor will be responsible for security screening as determined by the city, if applicable. Any employee of the vendor will be subject to an approved background check before entering City facilities.

Additional Scope:

Safety Standards and Code Compliance. It shall be the responsibility of the Contractor to ensure, always during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. All materials and installation shall conform to the State and local codes, National Fire Protection Association (NFPA), National Electrical Code (NEC), OSHA and this specification. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City. The Contractor shall be in possession of all current appropriate State of Georgia licensing, Insurance and bonding required by the City of Fairburn and the State of Georgia.

Security during Work. The Contractor shall take all means necessary to maintain the security of the area and surrounding areas in which they are working from damage. Contractors shall be aware that children and the elderly may be present at the work area or site. Contractors will be required to comply with all City Safety & Security requirements (e.g., for entering a building or occupied unit).

Site Control. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, City employees or vehicles.

Smoke Free/Drug Free. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke

on any Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices. The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees and/or subcontractors shall not engage in the use of illegal drugs and/or alcoholic beverages on the job.

Temporary Facilities. It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

Tools/Equipment/Materials. The Contractor shall always ensure that during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large.

Unauthorized Personnel. Neither Contractor nor his/her personnel shall permit any other individual to have access to the buildings, units, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on City property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the Contract.

Uniforms. All Contractor personnel must wear distinctive uniform clothing while working in or on any City property. The uniform must have the Contractor's name easily identifiable and affixed to the uniform. If a uniform is not available for Contractor personnel an identification badge (ID) will be acceptable.

Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this Bid shall be warranted or guaranteed by that Contractor for a period of not less than 180 days.

Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

Work Schedule. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays. The Contractor shall visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the CITY.

The quotation shall include a detailed summary in accordance with the contract rates. Occupied units will require a 48 hour notice to resident Additional Work: In the event that additional work associated with this contract not specifically listed in the Schedule or

specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope warrants, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. Contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas are mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can

be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties for New Construction: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)
- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).

Summary of Costs The contractor shall submit the Contractor Service Reports within forty-eight (48) hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable contractor Service Report shall serve as the basis for the contractor's invoicing.

Continued on next page.

Building/Department Name	Address	Square Foot
City Hall	56 Malone Street SW, Fairburn, GA 30213	6700
Human Resources	131 WASHINGTON Street Fairburn, GA 30213	1200
Municipal Court Building	26 W Campbellton Street, Fairburn GA 30213	6700
Utilities/Street Department	106 Howell Ave Fairburn, GA 30213	8000
Streets Garage & Shop	102 Howell Ave Fairburn, GA 30213	7870
Police Headquarters	191 W Broad Street, Fairburn GA 30213	6512
Public Safety Training Center	8563 Bohannon Road, Fairburn GA 30213	2970
Fire Station 21	19 NE Broad St, Fairburn, GA 30213	5950
Fire HQ/Fire Station 22	149 SW Broad Street, Fairburn GA 30213	6700
Fairburn Youth Center	149 SW Broad Street, Fairburn GA 30213	8600
Fairburn Annex	40 Washington Street, Fairburn GA 30213	3000
Frankie Arnold Stage & Courtyard	15 W Broad Street, Fairburn GA 30213	2500
Duncan Park	6000 Rivertown Road, Fairburn GA 30213	11180
Fairburn Education Campus	320 NW Broad Street, Fairburn GA 30213	80000
Armandos	70 West Broad Street, Fairburn GA 30213	4256
Casablanca	7 SW Broad Street, Fairburn GA 30213	6042

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Face N Sons LLC
Address: 5913 Heritage Walk Lithonia, Ga 30058

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

22446666
E Verify™ Company Identification Number

Aug 16, 2023
Date of Authorization

Sergio Facyson
BY: Authorized Officer or Agent

Aug 16 2023
Date

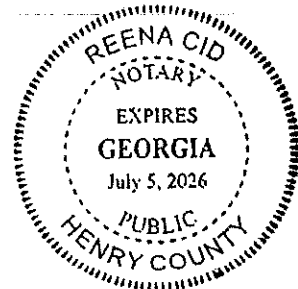
(Name of Person or Entity)

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

16th DAY OF August, 2023

Reena Cid
Notary Public

[NOTARY SEAL]



My Commission Expires: July 5, 2026

* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with Face N Sons LLC (Service Provider),
_____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Face N Son's LLC

Company Name

Sergio Facyson

8/16/24

BY: Authorized Officer or Agent

Date

(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

Sergio Facyson

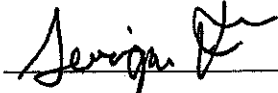
Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Sergio Fayson, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

 8/16/23
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President
Title of Authorized Officer or Agent of Service Provider

Sergio Fayson 8/16/23
Printed Name of Authorized Officer or Agent Date

EXHIBIT G

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for

Sergio Facyson Sr.
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen

OR

2. ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Sergio Facyson
Date: 8/16/23

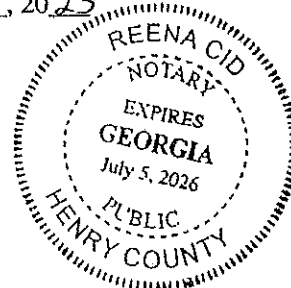
Printed Name: Sergio Facyson

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 16th day of August, 2023

Notary Public: Reena Cid
My Commission Expires: July 5, 2026



Please return with your Bid package.

EXHIBIT G

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N/A
Federal Work Authorization User Identification Number

N/A
Date of Authorization

N/A
Name of Subcontractor

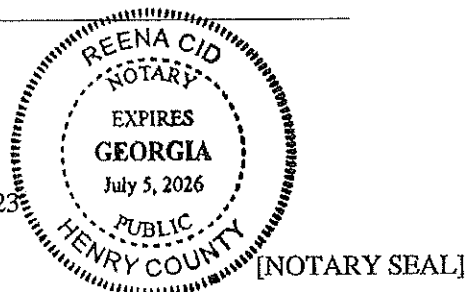
N/A
Name of Project

N/A
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

16th DAY OF August, 2023

Reena Cid
Notary Public



My Commission Expires: July 5, 2026

Please return with your Bid package.

EXHIBIT H

REFERENCES

ITB 23-020, City of Fairburn On-Call Electrical Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Pencor
Address: 12150 Morris Road, Alpharetta Ga 30005
Contact: Amar Rajashekar Phone: 470-461-6903
2. Company Name: Broadway National
Address: 100 Davids Dr. Hauppauge, NY 11788
Contact: Lori Sodano Phone: 631-737-3140
3. Company Name: Fam Towing
Address: 5873 Norbut Rd, Lithonia Ga 30058
Contact: Fernando Brown Phone: 678-360-7171

Please return with your Bid package.

EXHIBIT H

SUBCONTRACTORS

ITB 23-020, City of Fairburn On-Call Electrical Services

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: Accent Design
Address: _____
Contact: Mark Young Phone: 202-386-3526
2. Company Name: Rozier Solution Services Inc
Address: 7184 Southlake Pkwy Ste A-B
Contact: Al Rozier Phone: 678-205-6656
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT

ITB 23-020, City of Fairburn On-Call Electrical Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ELECTRICAL SERVICES ARE TRUE AND CORRECT.

Dated this 16th day of August, 2023

Face N Son's LLC
(Name of Organization)

President
(Title of Person Signing)

[Signature]
(Signature)

ITB-23-020
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Henry

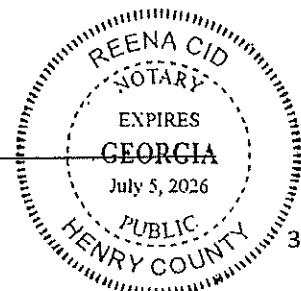
Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 16th day of August, 2023.

[Signature]
Notary Public Signature

My Commission Expires: July 5, 2026

Please return with your Bid package.



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EXHIBIT J

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	70.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	135.00
3	Electrical Technician (Normal Hours)	HR	60.00
4	Electrical Technician (Night Holiday, and Weekend Hours)	HR	120.00
5	Helper/Laborer (Normal Hours)	HR	40.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	60.00
7	Equipment Operator (Normal Hours)	HR	100.00
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	150.00
9	Bobcat/Trencher Rental (Normal Hours)	HR	140.00
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	200.00
11	Backhoe/Loader (Normal Hours)	HR	100.00
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	150.00
13	Dump Truck Rental (Normal Hours)	HR	140.00
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	200.00
15	Crane Rental (Normal Hours)	HR	140.00
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	200.00

Start Date: Aug, 24, 2023Completion Date: Aug, 24 2024



CONTRACT FOR SERVICES

ITB 23-020

City of Fairburn On-Call Electrical Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - Capital City Electrical Services LLC Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 23-020 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Georgia Security and Immigration Compliance Affidavit.
Exhibit E:	Drug-Free Workplace.
Exhibit F:	Purchasing Policy Addendum.
Exhibit G:	Affidavit Verifying Status for Public Benefit Application.
Exhibit H:	References and Subcontractor Form.
Exhibit I:	Non-Collusion Affidavit.
Exhibit J:	Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Capital City Electrical Services, LLC

a Limited Liability Company

Address:

Capital City Electrical Services, LLC.
1346 Oakbrook Drive Suite 170A
Norcross, Georgia 30093
Attn: Rick Moore rick.moore@ccelect.com

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____

Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** *END OF GENERAL CONDITIONS****

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK CITY OF FAIRBURN ON CALL ELECTRICAL SERVICE

Scope of Work:

This project work is to provide on-call electrical service on an as needed basis. The successful Contractor shall have prior experience with all electrical services.

- A. The contractor shall provide journey-level electrical services to diagnose and repair a variety of electrical problems.
- B. The contractor must be able to work independently at various facilities located throughout the city.
- C. The contractor must have all tools, transportation, and equipment necessary to perform the required duties.
- D. The contractor must be familiar with material, load carrying capabilities, codes, regulations, and industry standards. Repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities.
- E. Work shall include, but is not necessarily limited to, maintenance, repair, replacement of field lighting, transformers, switchgear, regulators, capacitors, controllers, generators, backup batteries, devices, underground cables, circuit breakers, outlets, fixtures, lighting, cabling, photocells, appliances, surge suppressors, security, and emergency lighting. Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.
- F. All equipment installed on City facilities must be the same brand and grade as currently in use and should match all city installations in similar buildings.
- G. Point of Contact: Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24) hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**. The Contractor must respond within thirty (30) minutes of the emergency originating call and shall respond and mobilize to the destination within **Two (2) hours** after notification and receipt of any call from the City. The Contractor's telephone number must be free of charge for City use. The contractor shall have an office and/or warehouse within forty miles of the City of Fairburn
- H. The Contractor shall have flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service. In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

- I. **Quality Assurance/Contractor Performance:** All work is to be completed by the Contractor and is subject to the general inspection of the City's representative or his designee. Designated Contractor representatives for coordination of service will be a factor during the assessment phase of this Bid. The City's representative shall decide all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of plans and specifications of all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

New installation and repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities, and shall be subject to inspection of the City Building Official. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City.

- J. **Site Inspection:** It is the Contractor's responsibility to survey the scope of work required in the performance of this contract to make the City's representative aware of any relevant issues.

- K. **Parts:** All parts shall be new, premium grade unless otherwise approved by City prior to installation.

- L. **Estimates:** Whenever requested, Contractor shall provide an accurate and timely estimate of the cost of the work to be completed prior to proceeding with the work. Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total.

If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; insurance; licensing; employee costs, including benefits; etc.

Deadlines will be determined by Facilities and/or requesting department/division L. **Utility Coordination:** Contractor shall be responsible for coordinating with Georgia Power or any other affected utility. Blue Stake clearance is required on all underground work.

- M. **Scheduled Outages:** Scheduled outages must be coordinated with the City's Fleet and Building Manager or another appropriate City representative.

- N. **Permits, Fees, and inspections:** Contractor shall be responsible for obtaining all required permits and inspections and paying any fees associated with the permits and/or inspections. (NOTE: Copies of all permits may be required to be provided to the city prior to beginning any work).

O. Timely Completion of Work: Contractor shall complete the work in a timely manner as agreed upon with the appropriate City representative.

P. Debris. The Contractor shall clean work areas of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

Q. The contractor shall be responsible for removing and disposing of existing electrical. Contractor shall also repair any landscaping and any other property damaged by his employees, contractor, or sub-contractors during the life of the project.

R. Non-Contracted Projects. Contractors should be aware that the city may, at its option, obtain bids from other qualified contractors for any projects.

S. Billing: Contractor shall invoice not more than once every thirty (30) days. The invoice shall be submitted within 30 days of completing the work.

T. Background Checks: The Contractor will be responsible for security screening as determined by the city, if applicable. Any employee of the vendor will be subject to an approved background check before entering City facilities.

Additional Scope:

Safety Standards and Code Compliance. It shall be the responsibility of the Contractor to ensure, always during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. All materials and installation shall conform to the State and local codes, National Fire Protection Association (NFPA), National Electrical Code (NEC), OSHA and this specification. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City. The Contractor shall be in possession of all current appropriate State of Georgia licensing, Insurance and bonding required by the City of Fairburn and the State of Georgia.

Security during Work. The Contractor shall take all means necessary to maintain the security of the area and surrounding areas in which they are working from damage. Contractors shall be aware that children and the elderly may be present at the work area or site. Contractors will be required to comply with all City Safety & Security requirements (e.g., for entering a building or occupied unit).

Site Control. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, City employees or vehicles.

Smoke Free/Drug Free. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke

on any Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices. The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees and/or subcontractors shall not engage in the use of illegal drugs and/or alcoholic beverages on the job.

Temporary Facilities. It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

Tools/Equipment/Materials. The Contractor shall always ensure that during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large.

Unauthorized Personnel. Neither Contractor nor his/her personnel shall permit any other individual to have access to the buildings, units, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on City property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the Contract.

Uniforms. All Contractor personnel must wear distinctive uniform clothing while working in or on any City property. The uniform must have the Contractor's name easily identifiable and affixed to the uniform. If a uniform is not available for Contractor personnel an identification badge (ID) will be acceptable.

Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this Bid shall be warranted or guaranteed by that Contractor for a period of not less than 180 days.

Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

Work Schedule. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays. The Contractor shall visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the CITY.

The quotation shall include a detailed summary in accordance with the contract rates. Occupied units will require a 48 hour notice to resident Additional Work: In the event that additional work associated with this contract not specifically listed in the Schedule or

specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope warrants, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. Contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas are mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can

be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties for New Construction: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)
- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).

Summary of Costs The contractor shall submit the Contractor Service Reports within forty-eight (48) hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable contractor Service Report shall serve as the basis for the contractor's invoicing.

Continued on next page.

Building/Department Name	Address	Square Foot
City Hall	56 Malone Street SW, Fairburn, GA 30213	6700
Human Resources	131 WASHINGTON Street Fairburn, GA 30213	1200
Municipal Court Building	26 W Campbellton Street, Fairburn GA 30213	6700
Utilities/Street Department	106 Howell Ave Fairburn, GA 30213	8000
Streets Garage & Shop	102 Howell Ave Fairburn, GA 30213	7870
Police Headquarters	191 W Broad Street, Fairburn GA 30213	6512
Public Safety Training Center	8563 Bohannon Road, Fairburn GA 30213	2970
Fire Station 21	19 NE Broad St, Fairburn, GA 30213	5950
Fire HQ/Fire Station 22	149 SW Broad Street, Fairburn GA 30213	6700
Fairburn Youth Center	149 SW Broad Street, Fairburn GA 30213	8600
Fairburn Annex	40 Washington Street, Fairburn GA 30213	3000
Frankie Arnold Stage & Courtyard	15 W Broad Street, Fairburn GA 30213	2500
Duncan Park	6000 Rivertown Road, Fairburn GA 30213	11180
Fairburn Education Campus	320 NW Broad Street, Fairburn GA 30213	80000
Armandos	70 West Broad Street, Fairburn GA 30213	4256
Casablanca	7 SW Broad Street, Fairburn GA 30213	6042

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: CAPITAL CITY ELECTRICAL SERVICES
 Address: 2400 CAMPBELL DR., STE 170A, NORCROSS, GA 30053

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

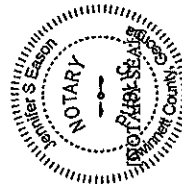
132736 E-Verify™ Company Identification Number
6/30/2008 Date of Authorization
8/23/23 Date
 BY: Lu May Authorized Officer or Agent
 (Name of Person or Entity)

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE

23 DAY OF AUGUST, 2023

[Signature]
 Notary Public



My Commission Expires: 4/3/2025

* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with _____ (Service Provider), _____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CAPITAL CITY ELECTRONICS
Company Name
8/23/23
Date
BY: Authorized Officer or Agent
(Service Provider Signature)
ESTIMATOR LARRY MARR
Title of Authorized Officer or Agent of Service Provider
RICK MARR
Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Rex Moore, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at http://Fairburnga.gov/city-departments/purchasing, and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

Rex Moore 8/23/23
BY: Authorized Officer or Agent Date
(Service Provider Signature)

ACCOUNT MANAGER
Title of Authorized Officer or Agent of Service Provider

Rex Moore 8/23/23
Printed Name of Authorized Officer or Agent Date

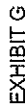


EXHIBIT G

Rich Moore

1. I am a United States citizen _____

OR

violation of O.C.G.A. § 16-10-20. *M*

Date: 8/23/23

Rick Moore

²⁸ Alien Registration number for non-citizens:

YOU ARE A LEGAL PERMANENT RESIDENT (#2):

Notary Public:

Notary Public:

David

Mx Commission

①

Please return with your Bid package.

EXHIBIT H

REFERENCES

ITB 23-020, City of Fairburn On-Call Electrical Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: FULTON CO GOVERNMENT
Address: 136 PLYOR ST, ATLANTA GA
Contact: VIJAY NAIR Phone: 404-285-7538
2. Company Name: COBB CO WATER
Address: 660 S COBB DR SE, MARIETTA GA
Contact: JOHN BLUE Phone: 404-409-6597
3. Company Name: COBB CO GOVERNMENT
Address: 1170 ATLANTA INDUSTRIAL DR, MARIETTA GA
Contact: LEE VAUGHN Phone: 678-758-7113

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT
ITB 23-020, City of Fairburn On-Call Electrical Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ELECTRICAL SERVICES ARE TRUE AND CORRECT.

Dated this August day of 23, 2023

CAPITOL CITY ELECTRICAL SERVICES
(Name of Organization)

ACCOUNT MANAGER
(Title of Person Signing)

[Signature]
(Signature)

ITB 23-020
(Bid Number)

ACKNOWLEDGEMENT

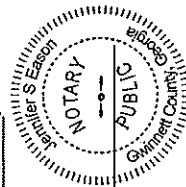
STATE OF Georgia
COUNTY OF Gwinnett

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 23 day of August, 2023.

[Signature]
Notary Public Signature

My Commission Expires: 4/3/2025



Please return with your Bid package.

EXHIBIT J

BID SCHEDULE
City of Fairburn
ITB 23-020, On-Call Electrical Services

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	90
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	135
3	Electrical Technician (Normal Hours)	HR	80
4	Electrical Technician (Night Holiday, and Weekend Hours)	HR	120
5	Helper/Laborer (Normal Hours)	HR	65
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	97.50
7	Equipment Operator (Normal Hours)	HR	80
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	120
9	Bobcat/Trencher Rental (Normal Hours)	HR	RENTAL + 15%
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	RENTAL + 15%
11	Backhoe/Loader (Normal Hours)	HR	RENTAL + 15%
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	RENTAL + 15%
13	Dump Truck Rental (Normal Hours)	HR	RENTAL + 15%
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	RENTAL + 15%
15	Crane Rental (Normal Hours)	HR	RENTAL + 15%
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	RENTAL + 15%

Start Date: _____

Completion Date: _____

Representative Signature:  Date: 8/23/23

Please return with your Bid package.



CONTRACT FOR SERVICES

ITB 23-020

City of Fairburn On-Call Electrical Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - Brown Electrical Services LLC Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-020 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Drug-Free Workplace.
- Exhibit F: Purchasing Policy Addendum.
- Exhibit G: Affidavit Verifying Status for Public Benefit Application.
- Exhibit H: References and Subcontractor Form.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton. County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Brown Electrical Services LLC

a Limited Liability Company

Address:

Brown Electrical Services, LLC.
1897 Godby Road
Atlanta, Georgia 30349
Attn: Lewis Brown, President

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A

GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213
Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vi) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

- circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Fulton. County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** *END OF GENERAL CONDITIONS****

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK CITY OF FAIRBURN ON CALL ELECTRICAL SERVICE

Scope of Work:

This project work is to provide on-call electrical service on an as needed basis. The successful Contractor shall have prior experience with all electrical services.

- A. The contractor shall provide journey-level electrical services to diagnose and repair a variety of electrical problems.
- B. The contractor must be able to work independently at various facilities located throughout the city.
- C. The contractor must have all tools, transportation, and equipment necessary to perform the required duties.
- D. The contractor must be familiar with material, load carrying capabilities, codes, regulations, and industry standards. Repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities.
- E. Work shall include, but is not necessarily limited to, maintenance, repair, replacement of field lighting, transformers, switchgear, regulators, capacitors, controllers, generators, backup batteries, devices, underground cables, circuit breakers, outlets, fixtures, lighting, cabling, photocells, appliances, surge suppressors, security, and emergency lighting. Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.
- F. All equipment installed on City facilities must be the same brand and grade as currently in use and should match all city installations in similar buildings.
- G. Point of Contact: Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24) hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**. The Contractor must respond within thirty (30) minutes of the emergency originating call and shall respond and mobilize to the destination within **Two (2) hours** after notification and receipt of any call from the City. The Contractor's telephone number must be free of charge for City use. The contractor shall have an office and/or warehouse within forty miles of the City of Fairburn
- H. The Contractor shall have flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service. In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

- I. **Quality Assurance/Contractor Performance:** All work is to be completed by the Contractor and is subject to the general inspection of the City's representative or his designee. Designated Contractor representatives for coordination of service will be a factor during the assessment phase of this Bid. The City's representative shall decide all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of plans and specifications of all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

New installation and repair work must meet current industry standards and all rules, regulations, and codes for federal, state, and local authorities, and shall be subject to inspection of the City Building Official. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City.

- J. **Site Inspection:** It is the Contractor's responsibility to survey the scope of work required in the performance of this contract to make the City's representative aware of any relevant issues.

- K. **Parts:** All parts shall be new, premium grade unless otherwise approved by City prior to installation.

- L. **Estimates:** Whenever requested, Contractor shall provide an accurate and timely estimate of the cost of the work to be completed prior to proceeding with the work. Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total.

If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; insurance; licensing; employee costs, including benefits; etc.

Deadlines will be determined by Facilities and/or requesting department/division L. **Utility Coordination:** Contractor shall be responsible for coordinating with Georgia Power or any other affected utility. Blue Stake clearance is required on all underground work.

- M. **Scheduled Outages:** Scheduled outages must be coordinated with the City's Fleet and Building Manager or another appropriate City representative.

- N. **Permits, Fees, and inspections:** Contractor shall be responsible for obtaining all required permits and inspections and paying any fees associated with the permits and/or inspections. (NOTE: Copies of all permits may be required to be provided to the city prior to beginning any work).

O. Timely Completion of Work: Contractor shall complete the work in a timely manner as agreed upon with the appropriate City representative.

P. Debris. The Contractor shall clean work areas of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

Q. The contractor shall be responsible for removing and disposing of existing electrical. Contractor shall also repair any landscaping and any other property damaged by his employees, contractor, or sub-contractors during the life of the project.

R. Non-Contracted Projects. Contractors should be aware that the city may, at its option, obtain bids from other qualified contractors for any projects.

S. Billing: Contractor shall invoice not more than once every thirty (30) days. The invoice shall be submitted within 30 days of completing the work.

T. Background Checks: The Contractor will be responsible for security screening as determined by the city, if applicable. Any employee of the vendor will be subject to an approved background check before entering City facilities.

Additional Scope:

Safety Standards and Code Compliance. It shall be the responsibility of the Contractor to ensure, always during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. All materials and installation shall conform to the State and local codes, National Fire Protection Association (NFPA), National Electrical Code (NEC), OSHA and this specification. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City. The Contractor shall be in possession of all current appropriate State of Georgia licensing, Insurance and bonding required by the City of Fairburn and the State of Georgia.

Security during Work. The Contractor shall take all means necessary to maintain the security of the area and surrounding areas in which they are working from damage. Contractors shall be aware that children and the elderly may be present at the work area or site. Contractors will be required to comply with all City Safety & Security requirements (e.g., for entering a building or occupied unit).

Site Control. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, City employees or vehicles.

Smoke Free/Drug Free. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke

on any Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices. The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees and/or subcontractors shall not engage in the use of illegal drugs and/or alcoholic beverages on the job.

Temporary Facilities. It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

Tools/Equipment/Materials. The Contractor shall always ensure that during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large.

Unauthorized Personnel. Neither Contractor nor his/her personnel shall permit any other individual to have access to the buildings, units, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on City property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the Contract.

Uniforms. All Contractor personnel must wear distinctive uniform clothing while working in or on any City property. The uniform must have the Contractor's name easily identifiable and affixed to the uniform. If a uniform is not available for Contractor personnel an identification badge (ID) will be acceptable.

Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this Bid shall be warranted or guaranteed by that Contractor for a period of not less than 180 days.

Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

Work Schedule. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays. The Contractor shall visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the CITY.

The quotation shall include a detailed summary in accordance with the contract rates. Occupied units will require a 48 hour notice to resident Additional Work: In the event that additional work associated with this contract not specifically listed in the Schedule or

specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope warrants, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. Contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas are mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can

be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties for New Construction: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)
- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).

Summary of Costs The contractor shall submit the Contractor Service Reports within forty-eight (48) hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable contractor Service Report shall serve as the basis for the contractor's invoicing.

Continued on next page.

Building/Department Name	Address	Square Foot
City Hall	56 Malone Street SW, Fairburn, GA 30213	6700
Human Resources	131 WASHINGTON Street Fairburn, GA 30213	1200
Municipal Court Building	26 W Campbellton Street, Fairburn GA 30213	6700
Utilities/Street Department	106 Howell Ave Fairburn, GA 30213	8000
Streets Garage & Shop	102 Howell Ave Fairburn, GA 30213	7870
Police Headquarters	191 W Broad Street, Fairburn GA 30213	6512
Public Safety Training Center	8563 Bohannon Road, Fairburn GA 30213	2970
Fire Station 21	19 NE Broad St, Fairburn, GA 30213	5950
Fire HQ/Fire Station 22	149 SW Broad Street, Fairburn GA 30213	6700
Fairburn Youth Center	149 SW Broad Street, Fairburn GA 30213	8600
Fairburn Annex	40 Washington Street, Fairburn GA 30213	3000
Frankie Arnold Stage & Courtyard	15 W Broad Street, Fairburn GA 30213	2500
Duncan Park	6000 Rivertown Road, Fairburn GA 30213	11180
Fairburn Education Campus	320 NW Broad Street, Fairburn GA 30213	80000
Armandos	70 West Broad Street, Fairburn GA 30213	4256
Casablanca	7 SW Broad Street, Fairburn GA 30213	6042

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Brown Electrical Services, LLC

Address: 1897 Godby Road Atlanta, GA 30349

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

703648
E Verify™ Company Identification Number

8/20/2013
Date of Authorization

Lewis Brown
BY: Authorized Officer or Agent
(Name of Person or Entity)

8/24/2023
Date

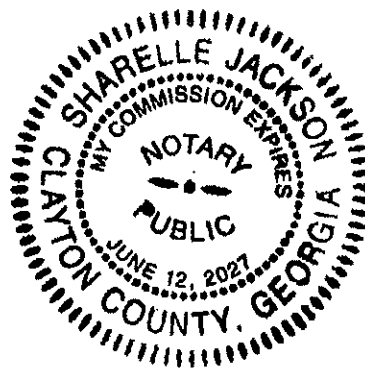
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

24 DAY OF August, 2023

Shanelle Jackson
Notary Public

My Commission Expires: June 12, 2027

[NOTARY SEAL]



* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with Brown Electrical Services (Service Provider), Brown Electrical will be self-performing (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Brown Electrical Services, LLC

Company Name

L. Brown

8/24/2023

BY: Authorized Officer or Agent

Date

(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

Lewis Brown

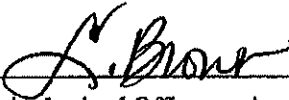
Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Lewis Brown, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

 8/24/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President
Title of Authorized Officer or Agent of Service Provider

Lewis Brown 8/24/2023
Printed Name of Authorized Officer or Agent Date

EXHIBIT H

REFERENCES

ITB 23-020, City of Fairburn On-Call Electrical Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: MARTA
Address: 2424 Piedmont Road NE Atlanta, GA 30342
Contact: Jena Barnett / Building Manager Phone: (404) 848-4096
2. Company Name: DeKalb County Department of Watershed Management
Address: 4124 Flakes Mill Road Decatur, GA 30034
Contact: Joseph R. Spears / Plant Superintendent Phone: (770) 318-6199
3. Company Name: City of Atlanta
Address: 326 Moreland Avenue NE Atlanta, GA 30307
Contact: Charles E. Hutchinson Phone: (404) 416-3056

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT

ITB 23-020, City of Fairburn On-Call Electrical Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ELECTRICAL SERVICES ARE TRUE AND CORRECT.

Dated this August day of 24, 2023

Brown Electrical Services, LLC

(Name of Organization)

President

(Title of Person Signing)

S. Brown

(Signature)

ITB 23-020

(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

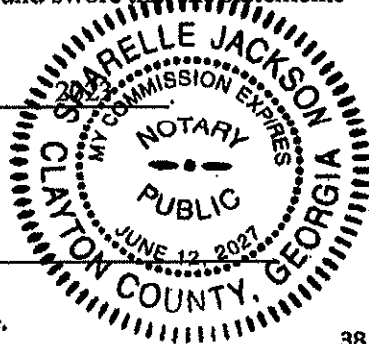
COUNTY OF Clayton)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 24 day of August

Shanelle Jackson
Notary Public Signature

My Commission Expires: June 12, 2027



Please return with your Bid package.

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EXHIBIT J

BID SCHEDULE City of Fairburn ITB 23-020, On-Call Electrical Services

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	70.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	95.00
3	Electrical Technician (Normal Hours)	HR	55.00
4	Electrical Technician (Night Holiday, and Weekend Hours)	HR	82.50
5	Helper/Laborer (Normal Hours)	HR	35.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	52.50
7	Equipment Operator (Normal Hours)	HR	70.00
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	95.00
9	Bobcat/Trencher Rental (Normal Hours)	HR	75.00
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	120.00
11	Backhoe/Loader (Normal Hours)	HR	75.00
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	95.00
13	Dump Truck Rental (Normal Hours)	HR	125.00
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	150.00
15	Crane Rental (Normal Hours)	HR	365.00
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	547.50

Start Date: TBD

Completion Date: TBD

Representative Signature:  Date: 8/24/2023

Please return with your Bid package.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: On-Call Plumbing Services Award

ITEM TYPE: Contract

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Buildings

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To award ITB 23-021 On-Call Plumbing Services for the City of Fairburn to the following Plumbing Companies: B&W Mechanical Contractors, Delta Plumbing and KEG Plumbing.

HISTORY:

ITB 23-021 was published on July 18, 2023 to solicit vendors to provide professional plumbing services for the City of Fairburn. ITB 23-021 closed on August 24, 2023.

FACTS AND ISSUES:

The City of Fairburn currently does not have any long-standing agreements for professional plumbing services. The City has undergone Facility Condition Assessments, along with already known property issues, and anticipating the future growth of the City of Fairburn, ITB 23-021 was published to solicit and create a list of on-call plumbing firms for the City of Fairburn for the next 3 years.

FUNDING SOURCE:

Various depending on the facility/project.

RECOMMENDED ACTION:

Request Mayor and Council Approval to award ITB 23-021, On-Call Plumbing Services for the City of Fairburn, to B&W Mechanical Contractors, Delta Plumbing and KEG Plumbing, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney.

ATTACHMENTS:

1. B&W Mechanical Contractors
2. Delta Plumbing Inc Contract
3. K.E.G. Plumbing & Mechanical Contract



CONTRACT FOR SERVICES

ITB 23-021

City of Fairburn On-Call Plumbing Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - B&W Mechanical Contractors Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-021 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Drug-Free Workplace.
- Exhibit F: Purchasing Policy Addendum.
- Exhibit G: Affidavit Verifying Status for Public Benefit Application.
- Exhibit H: References and Subcontractor Form.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton. County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year. indicated next to their signatures.

CONTRACTOR:

B&W Mechanical Contractors Inc.

a Corporation

Address:

B&W Mechanical Contractors Inc
1940 Riverside Parkway
Lawrenceville, GA 30043
Attn: Chris Kinney 678-381-7551

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

- 3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213
Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** ***END OF GENERAL CONDITIONS******

Bid 23-021 On-Call Plumbing Sewer Service

Scope of Work:

The City of Fairburn is seeking Bids from qualified firms to provide on-call plumbing and sewer services for the City of Fairburn. The requested services will be utilized throughout the city. The selected firms are to be available on an "on call" basis as work arises.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to repair, replace, remove, and install existing and new plumbing systems as required. This includes the provision of all replacement parts and component systems required for existing building plumbing systems in accordance with all original equipment manufacturer specifications. The services shall additionally include, but not limited to:

PLUMBING SERVICES

- Routine service calls
 - Emergency service calls
 - After Hours/Holiday service calls
 - Troubleshooting / Repairs / Maintenance
-
- Repair, replacement, removal & installation services provided by the Contractor shall comply with and conform to all applicable Federal, State, and local regulations, laws & codes.
 - All repairs are to be made by a Master Plumber or by a journeyman under the supervision of a Master Plumber.
 - The Contractor shall be responsible for making necessary repairs to disturbed property and ground because of their work.
 - Plumbing-related Work: Plumbing-related work including, but not limited to, repairing, and replacing plumbing fixtures such as: toilets; sinks; bathtubs; drain systems; and water and sewer lines; swimming pools; drinking fountains; showers; water heaters; and gas lines.
 - Sewer & Drain-related Work: Sewer & Drain-related work including, but not limited to excavation of sewer lines, hydro-jet pumping, holding tank pumping, sewage pump repair and installation, and septic tank repair and installation.
 - **Additional Services.** Any other Plumbing and/or Sewer & Drain-related maintenance, repair, or installation work the Agency may order.
 - It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a skillful manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC) and the Uniform Plumbing Code (UPC).

Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.

Scope of Work/Technical Specifications

General Description of Services. The purpose of this Bid is to form pools of contractors that the Agency may draw from to contract for all phases of:

Contractor Responsibilities (in alpha order).

Communication. The city project coordinator for each project is the Building Director. When the Contractor or its agents are on site, they shall contact the Building Director. The contractor shall keep the Authority's representatives informed of when repairs are scheduled and when the water service will be restored. Interruptions to the water service should be kept to a minimum and should never exceed a 24-hour period. The contractor shall provide a central contact source available 24 hours a day, 7 days a week for after-hours and emergency calls.

Debris. The Contractor shall clean work areas of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.). At the completion of work, remove all materials, supplies, debris, and rubbish and leave each area in a clean, acceptable condition. At no time, will Contractor discard debris into any of City trash receptacles.

The contractor shall be responsible for removing and disposing of existing plumbing. The contractor shall also repair any landscaping and any other property damaged by his employees, contractor, or sub-contractors during the life of the project.

Estimates. Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. These estimates shall be furnished by the Contractor at no additional cost to City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total. If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Building Manager or their designee.

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; insurance; licensing; employee costs, including benefits; etc.

"Or Equal" Specifications. Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful bidder may propose to provide an alternate product if such proposed alternate product, in the opinion of the Agency, meets the minimum specifications.

Permits. If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: Copies of all permits may be required to be provided to the City prior to beginning any work).

Non-Contracted Projects. Contractors should be aware that the city may, at its option, obtain bids from other qualified contractors for any projects.

Required Licensing. The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed) and/or the State of Georgia. Contractor shall provide proof of a State of Georgia Master Plumber/Gas Fitter license, and Certified Backflow Preventer Technician. Contractor shall be a full time, commercial plumbing/building contractor. Contractors not meeting this requirement will not be considered. The city does not consider general contractors as meeting this requirement.

Response Time. The Contractor shall complete the work in a timely manner as directed by the Agency. Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24) hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**. The contractor receiving calls for emergency services shall respond within

Two (2) hours and mobilize to the destination within **Twenty-four (24) hours** after notification and receipt of any call from City unless otherwise approved by City representative. The Contractor shall have a flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service.

The contractor shall have an office and/or warehouse within 40 miles of the City of Fairburn.

In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

Safety Standards and Code Compliance. It shall be the responsibility of the Contractor to ensure, always during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. All materials and installation shall conform to the State and local codes, National Standard Plumbing Code (NSPC), Uniform Plumbing Code (UPC), OSHA and this specification. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City. The Contractor shall be in possession of all current appropriate State of Georgia licensing, Insurance and bonding required by the City of Fairburn and the State of Georgia.

Security during Work. The Contractor shall take all means necessary to maintain the security of the area and surrounding areas in which they are working from damage. Contractors shall be aware that children and the elderly may be present at the work area or site. Contractors will be required to comply with all City Safety & Security requirements (e.g., for entering a building or occupied unit).

Site Control. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, City employees or vehicles.

Smoke Free/Drug Free. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke on any Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices. The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees and/or subcontractors shall not engage in the use of illegal drugs and/or alcoholic beverages on the job.

Temporary Facilities. It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

Tools/Equipment/Materials. The Contractor shall always ensure that during the work tools, equipment, and material are managed, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large.

Unauthorized Personnel. Neither Contractor nor his/her personnel shall permit any other individual to have access to the buildings, units, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on City property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the Contract.

Uniforms. All Contractor personnel must wear distinctive uniform clothing while working in or on any City property. The uniform must have the Contractor's name easily identifiable and affixed to the uniform. If a uniform is not available for Contractor personnel an identification badge (ID) will be acceptable.

Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this Bid shall be warranted or guaranteed by that Contractor for a period of not less than 180 days.

Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

Work Schedule. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.

The Contractor shall visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the CITY. The quotation shall include a detailed summary in accordance with the contract rates. Occupied units will require a 48-hour notice to resident.

Additional Work: If additional work associated with this contract not specifically listed in the Schedule or specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope is guaranteed, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. Contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas as mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between

schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small-scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties for New Construction: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)

- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).
- Summary of Costs The contractor shall submit the Contractor Service Reports within 48 hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable Contractor Service Report shall serve as the basis for the contractor's invoicing.

To receive consideration, the respondent's bid should be responsive to the project requirements described in the Scope of Work section of this document. The contract will be awarded to the respondent(s) determined to be the most qualified to perform the work based on the established above criterion. The City of Fairburn reserves the right to award more than one respondent, if in the best interest of the city to do so.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Bow Mechanical Contractors Inc.
Address: 1940 Riverside Pkwy Lawrenceville, GA. 30043

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

154115
E Verify™ Company Identification Number

9/18/2008
Date of Authorization

Chris Kinney
BY: Authorized Officer or Agent
(Name of Person or Entity)

8-2-2023
Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

2 DAY OF Aug, 2023

Heather Davis
Notary Public

My Commission Expires: 6/5/25



* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

N/A - Plan to Do All Work

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 2023

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with B+W Mechanical Contractors Inc (Service Provider),
N/A (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

B+W Mechanical Contractors Inc.
Company Name
[Signature]
BY: Authorized Officer or Agent Date 8-2-23
(Service Provider Signature)

Account Manager
Title of Authorized Officer or Agent of Service Provider

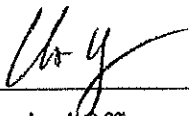
Chris Kinney
Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Chris Kinney, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

 8/2/23
BY: Authorized Officer or Agent Date
(Service Provider Signature)

Account Manager
Title of Authorized Officer or Agent of Service Provider

Chris Kinney 8/2/23
Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.

Fairburn

Situated to Succeed

EXHIBIT G

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for

Chris Kinney

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen.

OR

2. ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Chris

Date: 8/16/23

Printed Name: Chris Kinney

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 16 day of August, 2023

Notary Public:

Heather Davis

My Commission Expires: 6/15/25

Please return with your Bid package.

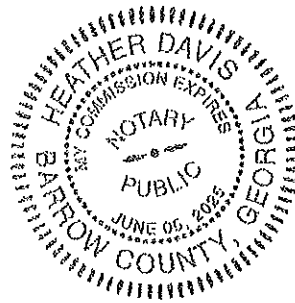


EXHIBIT H

REFERENCES

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: DeKalb County Fire Services
Address: 1300 Commerce Dr Decatur, GA 30030
Contact: Brael Diodati Phone: 404-587-6418
bsdiodati@dekalbcountyga.gov
2. Company Name: Fulton County
Address: 141 Pryor St SW Atlanta, GA 30336
Contact: Wadell Prothro Phone: 404-889-2059
Wadell.Prothro@fultoncountyga.gov
3. Company Name: Newton County Schools
Address: 11031-B Covington Bypass Covington, GA. 30014
Contact: Scott Rains Phone: 470-244-7686
rains.scott@newton.k12.ga.us

Please return with your Bid package.

SUBCONTRACTORS
ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: N/A - We Plan to Do 100% of the Work.
Address: _____
Contact: _____ Phone: _____
2. Company Name: N/A
Address: _____
Contact: _____ Phone: _____
3. Company Name: N/A
Address: _____
Contact: _____ Phone: _____
4. Company Name: N/A
Address: _____
Contact: _____ Phone: _____
5. Company Name: N/A
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

EXHIBIT I
NON-COLLUSION AFFIDAVIT
ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ON-CALL PLUMBING SEWER SERVICE ARE TRUE AND CORRECT.

Dated this 16th day of Aug, 2023
Ba W Mechanical Contractors Inc.
(Name of Organization)
Account Manager
(Title of Person Signing)
[Signature]
(Signature)
ITB 23-021
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia
COUNTY OF Gwinnett

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 16th day of August, 2023.

[Signature]
Notary Public Signature

My Commission Expires: 6/5/25

Please return with your Bid package.



EXHIBIT J

BID SCHEDULE ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

*** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	95.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	120.00
3	PLUMBING Technician (Normal Hours)	HR	95.00
4	PLUMBING Technician (Night Holiday, and Weekend Hours) <i>Journeyman</i>	HR	120.00
5	Helper/Laborer (Normal Hours) <i>Apprentice</i>	HR	85.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	105.00
7	Materials <i>Time / Material ?</i>	HR	95.00/15%

Chris
Authorized Signature

8/16/23
Date

Chris Kinney
Print Name

Baird Mechanical Contractors Inc.
Business Name

chris.kinney@bomech.com
Email

678-381-7551
Phone

Please return with your Bid package.

Item No.	Item Description	Unit	Unit Rate
1	Hourly Rate for Master Plumber (Normal Hours)	HR	95
2	Hourly Rate for Master Plumber (Night, Holiday, and Weekend Hours)	HR	120
3	Hourly Rate for Journeyman (Normal Hours)	HR	95
4	Hourly Rate for Journeyman (Night, Holiday, and Weekend Hours)	HR	120
5	Hourly Rate for Plumber Helper (Normal Hours)	HR	85
6	Hourly Rate for Helper (Night, Holiday, and Weekend Hours)	HR	105
7	Cost for Camera Work	HR	150
8	Hydro Jetting	HR	150
9	Daily back hoe rate	Per Day	1200
10	Weekly back hoe rate	Per Week	2213
11	Daily excavator rate	Per Day	1513
12	Weekly excavator rate	Per Week	2832
13	Trip charges per service request	Per Service Request	75



CONTRACT FOR SERVICES

ITB 23-021

City of Fairburn On-Call Plumbing Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - Delta Plumbing, Inc. Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-021 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Drug-Free Workplace.
- Exhibit F: Purchasing Policy Addendum.
- Exhibit G: Affidavit Verifying Status for Public Benefit Application.
- Exhibit H: References and Subcontractor Form.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Delta Plumbing, Inc

a corporation

Address:

Delta Plumbing Inc.
85 Daniel Drive
Stockbridge, Georgia 30281
Attn: S.K. Austin

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tier subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* *END OF GENERAL CONDITIONS******

Bid 23-021 On-Call Plumbing Sewer Service

Scope of Work:

EXHIBIT B

The City of Fairburn is seeking Bids from qualified firms to provide on-call plumbing and sewer services for the City of Fairburn. The requested services will be utilized throughout the city. The selected firms are to be available on an "on call" basis as work arises.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to repair, replace, remove, and install existing and new plumbing systems as required. This includes the provision of all replacement parts and component systems required for existing building plumbing systems in accordance with all original equipment manufacturer specifications. The services shall additionally include, but not limited to:

PLUMBING SERVICES

- Routine service calls
 - Emergency service calls
 - After Hours/Holiday service calls
 - Troubleshooting / Repairs / Maintenance
-
- Repair, replacement, removal & installation services provided by the Contractor shall comply with and conform to all applicable Federal, State, and local regulations, laws & codes.
 - All repairs are to be made by a Master Plumber or by a journeyman under the supervision of a Master Plumber.
 - The Contractor shall be responsible for making necessary repairs to disturbed property and ground because of their work.
 - Plumbing-related Work: Plumbing-related work including, but not limited to, repairing, and replacing plumbing fixtures such as: toilets; sinks; bathtubs; drain systems; and water and sewer lines; swimming pools; drinking fountains; showers; water heaters; and gas lines.
 - Sewer & Drain-related Work: Sewer & Drain-related work including, but not limited to excavation of sewer lines, hydro-jet pumping, holding tank pumping, sewage pump repair and installation, and septic tank repair and installation.
 - **Additional Services.** Any other Plumbing and/or Sewer & Drain-related maintenance, repair, or installation work the Agency may order.
 - It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a skillful manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC) and the Uniform Plumbing Code (UPC).

Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.

Scope of Work/Technical Specifications

General Description of Services. The purpose of this Bid is to form pools of contractors that the Agency may draw from to contract for all phases of:

Contractor Responsibilities (in alpha order).

Communication. The city project coordinator for each project is the Building Director. When the Contractor or its agents are on site, they shall contact the Building Director. The contractor shall keep the Authority's representatives informed of when repairs are scheduled and when the water service will be restored. Interruptions to the water service should be kept to a minimum and should never exceed a 24-hour period. The contractor shall provide a central contact source available 24 hours a day, 7 days a week for after-hours and emergency calls.

Debris. The Contractor shall clean work areas of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.). At the completion of work, remove all materials, supplies, debris, and rubbish and leave each area in a clean, acceptable condition. At no time, will Contractor discard debris into any of City trash receptacles.

The contractor shall be responsible for removing and disposing of existing plumbing. The contractor shall also repair any landscaping and any other property damaged by his employees, contractor, or sub-contractors during the life of the project.

Estimates. Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. These estimates shall be furnished by the Contractor at no additional cost to City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total. If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Building Manager or their designee.

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; insurance; licensing; employee costs, including benefits; etc.

"Or Equal" Specifications. Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful bidder may propose to provide an alternate product if such proposed alternate product, in the opinion of the Agency, meets the minimum specifications.

Permits. If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: Copies of all permits may be required to be provided to the City prior to beginning any work).

Non-Contracted Projects. Contractors should be aware that the city may, at its option, obtain bids from other qualified contractors for any projects.

Required Licensing. The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed) and/or the State of Georgia. Contractor shall provide proof of a State of Georgia Master Plumber/Gas Fitter license, and Certified Backflow Preventer Technician. Contractor shall be a full time, commercial plumbing/building contractor. Contractors not meeting this requirement will not be considered. The city does not consider general contractors as meeting this requirement.

Response Time. The Contractor shall complete the work in a timely manner as directed by the Agency. Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24) hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**. The contractor receiving calls for emergency services shall respond within

Two (2) hours and mobilize to the destination within **Twenty-four (24) hours** after notification and receipt of any call from City unless otherwise approved by City representative. The Contractor shall have a flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service.

The contractor shall have an office and/or warehouse within 40 miles of the City of Fairburn.

In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

Safety Standards and Code Compliance. It shall be the responsibility of the Contractor to ensure, always during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. All materials and installation shall conform to the State and local codes, National Standard Plumbing Code (NSPC), Uniform Plumbing Code (UPC), OSHA and this specification. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City. The Contractor shall be in possession of all current appropriate State of Georgia licensing, Insurance and bonding required by the City of Fairburn and the State of Georgia.

Security during Work. The Contractor shall take all means necessary to maintain the security of the area and surrounding areas in which they are working from damage. Contractors shall be aware that children and the elderly may be present at the work area or site. Contractors will be required to comply with all City Safety & Security requirements (e.g., for entering a building or occupied unit).

Site Control. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, City employees or vehicles.

Smoke Free/Drug Free. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke on any Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices. The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees and/or subcontractors shall not engage in the use of illegal drugs and/or alcoholic beverages on the job.

Temporary Facilities. It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

Tools/Equipment/Materials. The Contractor shall always ensure that during the work tools, equipment, and material are managed, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large.

Unauthorized Personnel. Neither Contractor nor his/her personnel shall permit any other individual to have access to the buildings, units, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on City property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the Contract.

Uniforms. All Contractor personnel must wear distinctive uniform clothing while working in or on any City property. The uniform must have the Contractor's name easily identifiable and affixed to the uniform. If a uniform is not available for Contractor personnel an identification badge (ID) will be acceptable.

Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this Bid shall be warranted or guaranteed by that Contractor for a period of not less than 180 days.

Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

Work Schedule. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.

The Contractor shall visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the CITY. The quotation shall include a detailed summary in accordance with the contract rates. Occupied units will require a 48-hour notice to resident.

Additional Work: If additional work associated with this contract not specifically listed in the Schedule or specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope is guaranteed, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. Contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas as mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between

schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small-scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties for New Construction: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)

- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).
- Summary of Costs The contractor shall submit the Contractor Service Reports within 48 hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable Contractor Service Report shall serve as the basis for the contractor's invoicing.

To receive consideration, the respondent's bid should be responsive to the project requirements described in the Scope of Work section of this document. The contract will be awarded to the respondent(s) determined to be the most qualified to perform the work based on the established above criterion. The City of Fairburn reserves the right to award more than one respondent, if in the best interest of the city to do so.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Delta Plumbing Inc.
Address: 85 Daniel Dr. Stockbridge GA 30281

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

741558
E Verify™ Company Identification Number

1/3/2014
Date of Authorization

X [Signature]
BY: Authorized Officer or Agent

8/23/23
Date

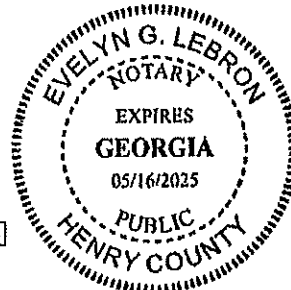
(Name of Person or Entity)
SAMUEL KEITH AUSTIN
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE

23rd DAY OF Aug, 2023

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 5/16/2025

* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 2023

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Please return with your Bid package.

Fairburn

Situated to Succeed

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with Delta Plumbing (Service Provider),
_____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Delta Plumbing Inc.
Company Name

[Signature]
BY: Authorized Officer or Agent Date (Service Provider Signature)

President.

Title of Authorized Officer or Agent of Service Provider

S. K. Austin
Printed Name of Authorized Officer or Agent

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, S.K. Austin, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

S.K. Austin 8/23/23

BY: Authorized Officer or Agent Date
(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

S.K. Austin

Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.

Fairburn

Situated to Succeed
EXHIBIT G

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and/or contract for

Delta Plumbing Inc.
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen.

OR

2. ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: X S.K. Austin

Date: 8/23/2023

Printed Name: S.K. Austin

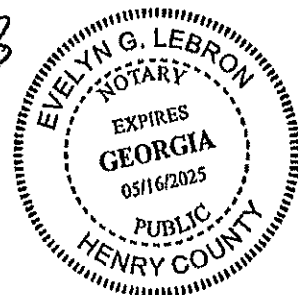
* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 23rd day of Aug, 2023

Notary Public: [Signature]

My Commission Expires: 5/16/25



Please return with your Bid package.

EXHIBIT H

REFERENCES

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: RPT (Corp office below)
Address: 20750 Civic Center Dr. #310 Southfield MI
Contact: Nicki Perkins Phone: 404-312-5026 48076
2. Company Name: Brixmor
Address: 1003 Holcomb Woods PKWY, Roswell,
Contact: Stephan Phone: 770-360-8427 GA 30076
3. Company Name: Crawford Square
Address: 2700 2nd Ave. #200
Contact: Steve Grimes Phone: 404-723-0678

Please return with your Bid package.

EXHIBIT H

SUBCONTRACTORS

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

** We do not use Subcontractors*

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____
2. Company Name: *N/A* _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: *N/A* _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: *N/A* _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: *N/A* _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT
ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ON-CALL PLUMBING SEWER SERVICE ARE TRUE AND CORRECT.

Dated this 23rd day of Aug 2023

Delta Plumbing Inc.
(Name of Organization)

S. K. Austin, President
(Title of Person Signing)

x [Signature]
(Signature)

23-021
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Henry

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 23rd day of Aug, 2023

[Signature]
Notary Public Signature

My Commission Expires: 3/10/2025

Please return with your Bid package.

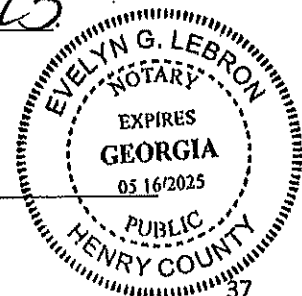


EXHIBIT J

BID SCHEDULE

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

*** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	148
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	148
3	PLUMBING Technician (Normal Hours)	HR	148
4	PLUMBING Technician (Night Holiday, and Weekend Hours)	HR	148
5	Helper/Laborer (Normal Hours)	HR	86.92
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	86.92
7	Materials	HR	TBD

(TBD - TO BE DETERMINED)

S. K. Austin 8/23/23
Authorized Signature Date

S.K. Austin
Print Name

Delta Plumbing Inc.
Business Name

educatedplumber@gmail.com
Email

770-474-5555
Phone

Please return with your Bid package.

EXHIBIT J

Item No.	Item Description	Unit	Unit Rate
1	Hourly Rate for Master Plumber (Normal Hours)	HR	\$ 148. ⁰⁰
2	Hourly Rate for Master Plumber (Night, Holiday, and Weekend Hours)	HR	\$ 148. ⁰⁰
3	Hourly Rate for Journeyman (Normal Hours)	HR	\$ 148. ⁰⁰
4	Hourly Rate for Journeyman (Night, Holiday, and Weekend Hours)	HR	\$ 148. ⁰⁰
5	Hourly Rate for Plumber Helper (Normal Hours)	HR	\$ 86. ⁹⁰
6	Hourly Rate for Helper (Night, Holiday, and Weekend Hours)	HR	\$ 86. ⁹⁰
7	Cost for Camera Work	HR	\$ 225. ⁰⁰
8	Hydro Jetting	HR	\$ 370. ⁰⁰
9	Daily back hoe rate	Per Day	\$ 550. ⁰⁰
10	Weekly back hoe rate	Per Week	\$ 2000. ⁰⁰
11	Daily excavator rate	Per Day	\$ 2000. ⁰⁰
12	Weekly excavator rate	Per Week	\$ 2000. ⁰⁰
13	Trip charges per service request	Per Service Request	\$ 250. ⁰⁰



CONTRACT FOR SERVICES

ITB 23-021

City of Fairburn On-Call Plumbing Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - K.E.G Plumbing & Mechanical Inc. Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The initial contract period for this contract is for three (3) years with two (2) options to renew for one (1) year terms each, from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-021 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Drug-Free Workplace.
- Exhibit F: Purchasing Policy Addendum.
- Exhibit G: Affidavit Verifying Status for Public Benefit Application.
- Exhibit H: References and Subcontractor Form.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year. indicated next to their signatures.

CONTRACTOR:

K.E.G. Plumbing & Mechanical Inc.

a corporation

Address:

K.E.G. Plumbing & Mechanical Inc.
3148 Atlanta Hwy
Dallas, Georgia 30132
Attn: Samantha Osmer 770-445-2224
service@kegplumbing.com

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

- 3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vi) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** *END OF GENERAL CONDITIONS****

Bid 23-021 On-Call Plumbing Sewer Service

Scope of Work:

EXHIBIT B

The City of Fairburn is seeking Bids from qualified firms to provide on-call plumbing and sewer services for the City of Fairburn. The requested services will be utilized throughout the city. The selected firms are to be available on an "on call" basis as work arises.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to repair, replace, remove, and install existing and new plumbing systems as required. This includes the provision of all replacement parts and component systems required for existing building plumbing systems in accordance with all original equipment manufacturer specifications. The services shall additionally include, but not limited to:

PLUMBING SERVICES

- Routine service calls
- Emergency service calls
- After Hours/Holiday service calls
- Troubleshooting / Repairs / Maintenance
- Repair, replacement, removal & installation services provided by the Contractor shall comply with and conform to all applicable Federal, State, and local regulations, laws & codes.
- All repairs are to be made by a Master Plumber or by a journeyman under the supervision of a Master Plumber.
- The Contractor shall be responsible for making necessary repairs to disturbed property and ground because of their work.
- Plumbing-related Work: Plumbing-related work including, but not limited to, repairing, and replacing plumbing fixtures such as: toilets; sinks; bathtubs; drain systems; and water and sewer lines; swimming pools; drinking fountains; showers; water heaters; and gas lines.
- Sewer & Drain-related Work: Sewer & Drain-related work including, but not limited to excavation of sewer lines, hydro-jet pumping, holding tank pumping, sewage pump repair and installation, and septic tank repair and installation.
- **Additional Services.** Any other Plumbing and/or Sewer & Drain-related maintenance, repair, or installation work the Agency may order.
- It is the responsibility of each Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a skillful manner and in accordance with all applicable laws, codes, and/or regulations, including, but not limited to: Uniform Building Code (UBC) and the Uniform Plumbing Code (UPC).

Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.

Scope of Work/Technical Specifications

General Description of Services. The purpose of this Bid is to form pools of contractors that the Agency may draw from to contract for all phases of:

Contractor Responsibilities (in alpha order).

Communication. The city project coordinator for each project is the Building Director. When the Contractor or its agents are on site, they shall contact the Building Director. The contractor shall keep the Authority's representatives informed of when repairs are scheduled and when the water service will be restored. Interruptions to the water service should be kept to a minimum and should never exceed a 24-hour period. The contractor shall provide a central contact source available 24 hours a day, 7 days a week for after-hours and emergency calls.

Debris. The Contractor shall clean work areas of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.). At the completion of work, remove all materials, supplies, debris, and rubbish and leave each area in a clean, acceptable condition. At no time, will Contractor discard debris into any of City trash receptacles.

The contractor shall be responsible for removing and disposing of existing plumbing. The contractor shall also repair any landscaping and any other property damaged by his employees, contractor, or sub-contractors during the life of the project.

Estimates. Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. These estimates shall be furnished by the Contractor at no additional cost to City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total. If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Building Manager or their designee.

Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees bid shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; insurance; licensing; employee costs, including benefits; etc.

"Or Equal" Specifications. Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful bidder may propose to provide an alternate product if such proposed alternate product, in the opinion of the Agency, meets the minimum specifications.

Permits. If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: Copies of all permits may be required to be provided to the City prior to beginning any work).

Non-Contracted Projects. Contractors should be aware that the city may, at its option, obtain bids from other qualified contractors for any projects.

Required Licensing. The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed) and/or the State of Georgia. Contractor shall provide proof of a State of Georgia Master Plumber/Gas Fitter license, and Certified Backflow Preventer Technician. Contractor shall be a full time, commercial plumbing/building contractor. Contractors not meeting this requirement will not be considered. The city does not consider general contractors as meeting this requirement.

Response Time. The Contractor shall complete the work in a timely manner as directed by the Agency. Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24) hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**. The contractor receiving calls for emergency services shall respond within

Two (2) hours and mobilize to the destination within **Twenty-four (24) hours** after notification and receipt of any call from City unless otherwise approved by City representative. The Contractor shall have a flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service.

The contractor shall have an office and/or warehouse within 40 miles of the City of Fairburn.

In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

Safety Standards and Code Compliance. It shall be the responsibility of the Contractor to ensure, always during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. All materials and installation shall conform to the State and local codes, National Standard Plumbing Code (NSPC), Uniform Plumbing Code (UPC), OSHA and this specification. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy. Any work not in compliance with Federal, State and Local codes shall be corrected by the Contractor, at no additional cost to the City. The Contractor shall be in possession of all current appropriate State of Georgia licensing, Insurance and bonding required by the City of Fairburn and the State of Georgia.

Security during Work. The Contractor shall take all means necessary to maintain the security of the area and surrounding areas in which they are working from damage. Contractors shall be aware that children and the elderly may be present at the work area or site. Contractors will be required to comply with all City Safety & Security requirements (e.g., for entering a building or occupied unit).

Site Control. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary, provided by the contractor. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, City employees or vehicles.

Smoke Free/Drug Free. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke on any Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices. The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees and/or subcontractors shall not engage in the use of illegal drugs and/or alcoholic beverages on the job.

Temporary Facilities. It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.

Tools/Equipment/Materials. The Contractor shall always ensure that during the work tools, equipment, and material are managed, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large.

Unauthorized Personnel. Neither Contractor nor his/her personnel shall permit any other individual to have access to the buildings, units, nor grounds designated herein. Anyone not employed by the Contractor will not be permitted on City property. Unauthorized personnel, such as friends, visitors, children, or any other family members that are on site may be cause for cancellation of the Contract.

Uniforms. All Contractor personnel must wear distinctive uniform clothing while working in or on any City property. The uniform must have the Contractor's name easily identifiable and affixed to the uniform. If a uniform is not available for Contractor personnel an identification badge (ID) will be acceptable.

Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this Bid shall be warranted or guaranteed by that Contractor for a period of not less than 180 days.

Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the City of Fairburn (and/or, if applicable, any City jurisdiction therein in which work will be performed), and/or the State of Georgia, or any applicable Federal Agency.

Work Schedule. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.

The Contractor shall visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the CITY. The quotation shall include a detailed summary in accordance with the contract rates. Occupied units will require a 48-hour notice to resident.

Additional Work: If additional work associated with this contract not specifically listed in the Schedule or specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope is guaranteed, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. Contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas as mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between

schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small-scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties for New Construction: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)

- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).
- Summary of Costs The contractor shall submit the Contractor Service Reports within 48 hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable Contractor Service Report shall serve as the basis for the contractor's invoicing.

To receive consideration, the respondent's bid should be responsive to the project requirements described in the Scope of Work section of this document. The contract will be awarded to the respondent(s) determined to be the most qualified to perform the work based on the established above criterion. The City of Fairburn reserves the right to award more than one respondent, if in the best interest of the city to do so.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: K.E.G. Plumbing & Mechanical, Inc

Address: 3148 Atlanta Hwy, Dallas, GA 30132

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

595520

E Verify™ Company Identification Number

03/2008

Date of Authorization

Samantha Osmer

BY: Authorized Officer or Agent

(Name of Person or Entity)

8/22/23

Date

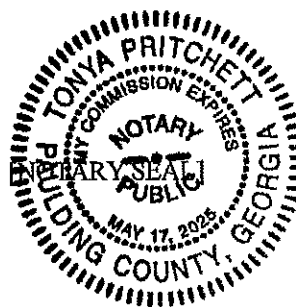
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

22 DAY OF August, 2023

Tonya Pritchett

Notary Public

My Commission Expires: May 17, 2023



* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

N/A

EXHIBIT D

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 2023

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with _____ (Service Provider),
_____(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

K.E.G. Plumbing & Mechanical, Inc

Company Name

Samantha Osmer 8/22/23

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Chief Financial Officer

Title of Authorized Officer or Agent of Service Provider

Samantha Osmer

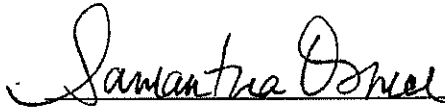
Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Samantha Osmer, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

 8/22/23

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Chief Financial Officer
Title of Authorized Officer or Agent of Service Provider

Samantha Osmer 8/22/23
Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.

Fairburn

Situated to Succeed
EXHIBIT G

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for
Samantha Osmer

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. SO I am a United States citizen.

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Samantha Osmer

Date: 8/22/23

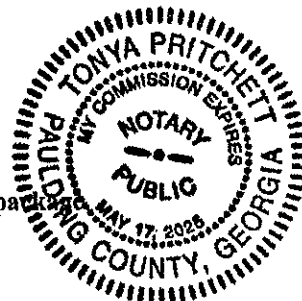
Printed Name: Samantha Osmer

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 22 day of August, 2023

Notary Public: Tonya Pritchett
My Commission Expires: May 17, 2025



Please return with your Bid package

EXHIBIT H

REFERENCES

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Dekalb County Schools
Address: 1780 Montreal Rd Tucker, GA 30084
Contact: Winward Hines Phone: 678-410-3771
2. Company Name: Marietta City Schools
Address: 250 Howard St, Marietta, GA 30060
Contact: Jimmy Pace Phone: 404-580-5598
3. Company Name: Cobb County Schools
Address: 514 Glover Street, Marietta, GA 30060
Contact: John Brannen Phone: 770-590-4526

Please return with your Bid package.

N/A

EXHIBIT H

SUBCONTRACTORS

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ON-CALL PLUMBING SEWER SERVICE ARE TRUE AND CORRECT.

Dated this 22 day of August, 2023

K.E.G. Plumbing & Mechanical, Inc

(Name of Organization)

Chief Financial Officer

(Title of Person Signing)

Samantha Orner

(Signature)

ITB-23-021

(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Paulding

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 22 day of August, 2023

Tonya Pritchett

Notary Public Signature

My Commission Expires: May 17, 2023

Please return with your Bid package.

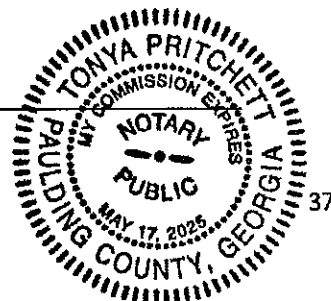


EXHIBIT J

BID SCHEDULE

ITB 23-021, City of Fairburn On-Call Plumbing Sewer Service

*** Include completed bid schedule with your bid ***

*Previous
before addendum
#1*

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	165.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	195.00
3	PLUMBING Technician (Normal Hours)	HR	135.00
4	PLUMBING Technician (Night Holiday, and Weekend Hours)	HR	165.00
5	Helper/Laborer (Normal Hours)	HR	95.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	125.00
7	Materials	HR	Cost plus 10%

Samantha Osmer
Authorized Signature

8/22/23
Date

Samantha Osmer
Print Name

K.E.G. Plumbing & Mechanical, Inc
Business Name

service@kegplumbing.com
Email

770-445-2224
Phone

Please return with your Bid package.

EXHIBIT J

Item No.	Item Description	Unit	Unit Rate
1	Hourly Rate for Master Plumber (Normal Hours)	HR	\$165.00
2	Hourly Rate for Master Plumber (Night, Holiday, and Weekend Hours)	HR	\$195.00
3	Hourly Rate for Journeyman (Normal Hours)	HR	\$135.00
4	Hourly Rate for Journeyman (Night, Holiday, and Weekend Hours)	HR	\$165.00
5	Hourly Rate for Plumber Helper (Normal Hours)	HR	\$95.00
6	Hourly Rate for Helper (Night, Holiday, and Weekend Hours)	HR	\$125.00
7	Cost for Camera Work	HR	Initial camera fee of \$450.00 and hourly labor rate applied
8	Hydro Jetting	HR	Initial jetter charge of \$650.00 and hourly rates applied
9	Daily back hoe rate	Per Day	\$650.00
10	Weekly back hoe rate	Per Week	\$1,500.00
11	Daily excavator rate	Per Day	\$650.00
12	Weekly excavator rate	Per Week	\$1,500.00
13	Trip charges per service request	Per Service Request	\$65.00

Samanta Dimer
Addendum #1 Price
Page



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: On-Call Roofing Services Award

ITEM TYPE: Contract

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Buildings

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To award ITB 23-022 On-Call Roofing Services for the City of Fairburn to the following Roofing Companies: M. Mitchell Group, Roofing Services Technology Partners, and Rycars Construction.

HISTORY:

ITB 23-022 was published on July 20, 2023 to solicit vendors to provide professional roofing services for the City of Fairburn. ITB 23-022 closed on August 31, 2023.

FACTS AND ISSUES:

The City of Fairburn currently does not have any long-standing agreements for professional roofing services. The City has undergone Facility Condition Assessments, along with already known property issues, and anticipating the future growth of the City of Fairburn, ITB 23-022 was published to solicit and create a list of on-call roofing firms for the City of Fairburn for the next 3 years.

FUNDING SOURCE:

Various depending on the facility/project.

RECOMMENDED ACTION:

Request Mayor and Council approval to award ITB 23-022, On-Call Roofing Services for the City of Fairburn, to M. Mitchell Group, Roofing Services Technology Partners, and Rycars Construction, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney.

ATTACHMENTS:

1. PROFESSIONAL SERVICES CONTRACT FOR ROOFING SERVICES (Final) M. Mitchell Group
2. Professional Service Contract Roofing Technology Partners

3. Professional Services Contract Rycars Construction



CONTRACT FOR SERVICES

ITB 23-022

City of Fairburn Roofing Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the “City”), and - The M. Mitchell Group, LLC Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 90 days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 23-022 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Georgia Security and Immigration Compliance Affidavit.
Exhibit E:	Drug-Free Workplace.
Exhibit F:	Purchasing Policy Addendum.
Exhibit G:	Affidavit Verifying Status for Public Benefit Application.
Exhibit H:	Bid Documents: References and Subcontractor Form.
Exhibit I:	Non-Collusion Affidavit.
Exhibit J:	Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to conduct perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service provider for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

THE M. MITCHELL GROUP, LLC

THE M. MITCHELL GROUP, LLC
167 Watson Street
Carrollton, GA 30117
Marcus Mitchell marcus@themitchellgroup.com

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

Address:
City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A

GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

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City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

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- 4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
- 21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
- 21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
- 21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.
- 4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vi) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

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- circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Fulton. County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

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- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

******* END OF GENERAL CONDITIONS*****

EXHIBIT B
Bid 23-022 Roofing Services

Scope of Work:

The City of Fairburn is seeking Bids from qualified firms to Repair and Replace Roofing for the City of Fairburn. The requested services will be utilized throughout the city.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

Types of Services Required:

- A. The Contractor must be experienced in repairing or replacing roofs. The contractor must be able to repair minor roofs, flashing repairs, membrane replacement, total roof replacement per type (i.e., thermoplastic, roll roofing, shingles, metal, etc.). The Contractor shall be experienced in hot and cold applied multi-ply modified bitumen roofing systems, built up roofing systems, single ply roofing systems, metal, metal capping, cornice, and gable systems, mechanically attached PVC membrane system and shingle roofing systems.
- B. The Contractor shall be called upon to perform repairs, installations, and services that involve the following:
 - Maintain and repair various types of roofs.
 - Installer's Field Supervision: Installer must maintain full time supervisor/foreman on jobsite during times that roofing work is in progress. Supervisor must have a minimum of five (5) years of experience in roofing work similar to nature and scope of specified roofing.
 - Contractor shall be an individual roofing contractor that is capable to handle projects of 25,000 SF or more.
 - And all other duties as they are assigned that may not be included above.

Standard Service Request Procedures: The City's Building Management Department will request the contractor's services through an official Roofing Services/Repair Request for proposal Form. This estimate shall include labor costs by time and rate, and all costs, with mark-ups, for equipment, materials, and parts. It also shall indicate the dates and times and the time frame in which the work will be implemented. The contractor will return the completed form to the City Representative and will not initiate the work until it has received a written authorization from the city. A copy of the Roofing Services/Repair Request and the signed authorization, when applicable, shall accompany the contractor's invoice. For standard service requests described above, the contractor shall reply to the City Representative with an estimate and work plan within one (1) day of the receipt of said request. If the latter type of service request has a project level scope that will require more intensive site investigation and analysis, the contractor may request an extension of the specified period to prepare its estimate and work plan.

Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.

Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24)

hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**.

Emergency Service Request Procedures: On occasion the city will request the contractor's service on an emergency basis.

The contractor shall be prepared to respond to such emergency calls on 24-hour basis seven days a week. The city will make emergency requests by phone, or e-mail. The contractor should respond to the City within one (1) hour of the request and should be in the field for such emergency requests for repairs within three (3) hours from the time of the initial service request.

The contractor may not be required to provide a written estimate of repair costs prior to emergency responses depending on the nature of the emergency at the discretion of the City of Fairburn. The contractor shall have an office and/or warehouse within 40 miles of the City of Fairburn.

Hours of Service: This agreement may require emergency services that could be required at any time on a around the clock, seven days a week basis. Generally, standard service requests can be dealt with in normal business hours. Normal business hours shall be considered from 8:00 a.m. to 5:00 p.m., Monday through Friday except for the City's official holidays. However, the nature of some of these needed work items also will require that the contractor be prepared to provide labor services outside of normal business hours. The contractor will be expected to provide emergency responses and otherwise scheduled services during these periods when requested by the city. Labor hours during these timeframes or any other period outside of normal business hours will NOT be considered overtime or after-hour. compensated.

The Contractor shall have a flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service.

In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

Personnel Assigned to the Work: The City requires the successful contractor to have on staff personnel with appropriate license, as required.

Equipment, Materials, Parts, and Supplies: The contractor shall be capable of supplying or procuring all equipment, materials, parts, and supplies needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to cranes, boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. The City will notify the contractor through its service request form if it intends to provide any materials or parts needed for a work item. All roofing materials used in repair and replacement projects must meet or exceed the intended design and manufacturers specifications of the material being replaced.

Locations of Building: All Building located within the City of Fairburn, GA. Upon award of the contract a detailed listing of Building will be provided.

Basis of Compensation: Compensation to the contractor for service request work will be based on the labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (no more than 15%) and a fixed trip charge. The labor rates on the Price Schedule shall include all costs associated with transportation by service vans and trucks as well as all costs for hand tools, power tools, ladders, carts, testing equipment, and miscellaneous items and consumables normally associated with electrical service calls for repair and installation work. Labor rates shall begin when the contractor's personnel reach the service site and shall end when leaving the service site. A single trip charge shall be applied to cover time in transit. The contractor's cost for materials (including parts and supplies) in the Price Schedule refers to the approximate amount the city would pay if the City purchased these items from a local supply store. The contractor agrees that it will provide documentation of costs for parts and materials upon request of the City. The City shall not be charged for labor cost associated with the provision of cost estimates and proposals unless the City Representative has authorized such costs in writing. If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

Site Conditions:

- A. The contractor shall be responsible for obeying the use of Department policies regarding the use of parking spaces. The contractor will not be permitted to block driveways or loading docks during business hours.
- B. The contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies, and parts shall be neatly stored in a designated area near the work site in full compliance with the National Institute for Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) regulations. The Contractor shall erect appropriate barricades and signs to safely route pedestrian traffic around job site.
- C. The contractor shall be responsible for providing own toilet Building and fresh drinking water at remote sites where such Building are not available.
- D. The contractor shall be responsible for removing and disposing of existing roofing. The contractor shall also repair any landscaping and any other property damaged by his employees, contractor or sub- contractors during the life of the project.
- E. The contractor shall be responsible for disposing of all wrappings, crating, and other disposable material/debris upon delivery of item(s).
- F. The contractor shall secure any building openings made as a result of this contract, against both heat loss and the intrusion of weather, to prevent wind and precipitation from entering the building.

Additional Work: If additional work associated with this contract not specifically listed in the Schedule or specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to

occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope warrants, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. The contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas are mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall

correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable. For roof replacement projects, Minimum warranty will be 15 years with the option of 20, 25 or more. Warranties for each project must be included and detailed on each bid.

If a minimum warranty cannot be provided due to roof design or material specification, this must be noted in comments in the Bid or proposal and approved by Building Management.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)
- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).
- Summary of Costs The contractor shall submit the Contractor Service Reports within 48 hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable Contractor Service Report shall serve as the basis for the contractor's invoicing.

Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: The M Mitchell Group, LLC
Address: 218 Stockbridge Rd Jonesboro, GA 30236

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

836604
E-Verify™ Company Identification Number

12/14/16
Date of Authorization

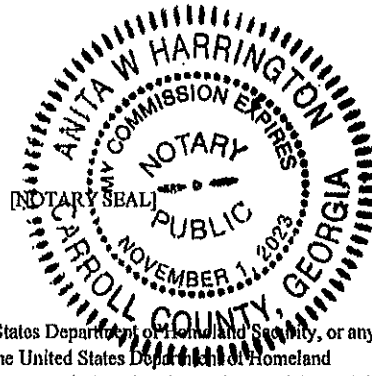
Marcus Mitchell
BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

30th DAY OF Aug, 2023
[Signature]
Notary Public

My Commission Expires: 4/1/2023



* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

✓
X

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
- "As part of the subcontracting agreement with The M Mitchell Group (Service Provider), _____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

The M Mitchell Group

~~Company Name~~

8/29/2023

BY: ~~Authorized Officer or Agent~~
(Service Provider Signature)

Date _____

President

Title of Authorized Officer or Agent of Service Provider

Marcus Mitchell

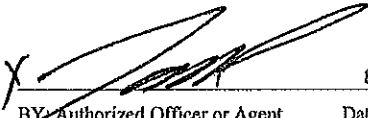
Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Marcus Mitchell, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

X  8/29/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

Marcus Mitchell

Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.

EXHIBIT G



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and/or contract for
Marcus Mitchell

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. X I am a United States citizen.

OR

2. I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____

Date: _____

Printed Name: Marcus Mitchell

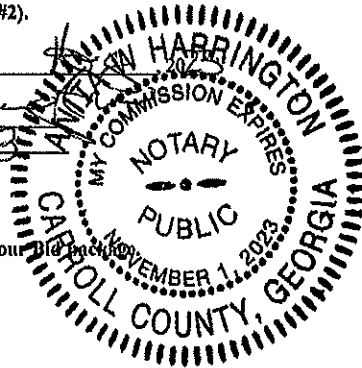
* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this 30th day of April, 2023.

Notary Public: [Signature]

My Commission Expires: 11/1/2023



Please return with your Bio Packet

EXHIBIT H

REFERENCES

ITB 23-022, City of Fairburn Roofing Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Housing Authority Huntsville
Address: 200 Washington Rd Huntsville AL
Contact: Michael Norment Phone: 256-532-5654
2. Company Name: MCRO, LLC
Address: 1633 Bankhead Hwy Carrollton
Contact: William Farley Phone: 770-301-3503
3. Company Name: DeKalb City School
Address: 1701 Mountain Industrial Stone Mountain
Contact: Don Little Phone: 404-323-4334

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT
ITB 23-022, City of Fairburn Roofing Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ROOFING SERVICES ARE TRUE AND CORRECT.

Dated this _____ day of _____,

The M Mitchell Group

(Name of Organization)

Marcus Mitchell

(Title of Person Signing)

(Signature)

ITB 23-022

(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia
COUNTY OF Carroll

Before me, a Notary Public, personally appeared the above named and sworn to the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 30th day of Aug

Notary Public Signature

My Commission Expires: 11/1/2023

Please return with your Bid to the

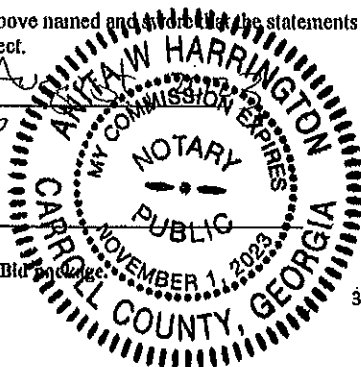
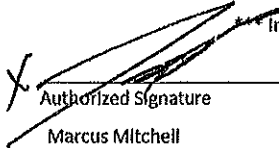


EXHIBIT J

BID SCHEDULE

ITB 23-022, City of Fairburn Roofing Services

*** Include completed bid schedule with your bid ***

X 
Authorized Signature

8/29/2023

Date

Marcus Mitchell

Print Name

The M Mitchell Group, LLC

Business Name

marcus@themitchellgroup.com

Email

404-886-4338

Phone

Please return with your Bid package.

EXHIBIT J

BID SCHEDULE

ITEM NO.	COMMODITIES OR SERVICES	LABOR UNIT COST (A)	UNIT COST ON MATERIAL (B)	PERCENTAGE MARK-UP ON MATERIAL (C)	TOTAL UNIT MATERIAL (D) [(B*C) + B=D]	TOTAL COST (A+D)
1	Provide & Install Minor Roof and Flashing repair	\$ 2.00 /SF	\$ 1.70 /SF	\$ 1.5 /SF	\$ 3.70	\$ 3.70
2	Provide and repair roof penetration and sheet metal flashings	\$ 2.00 /SF	\$ 1.60 /SF	\$ 1.5 /SF	\$ 3.60	\$ 3.60
3	Provide & Install Field fabricated reinforced Membrane	\$ 2.10 /SF	\$ 1.80 /SF	\$ 1.5 /SF	\$ 4.00	\$ 4.00
4	Provide & Install Fully adhered 60 mil TPO roof membrane	\$ 2.10 /SF	\$ 2.40 /SF	\$ 1.5 /SF	\$ 4.40	\$ 4.40
5	Provide and Install Fully adhered 60 mil TPO Flashing membrane	\$ 2.20 /SF	\$ 1.60 /SF	\$ 1.5 /SF	\$ 3.80	\$ 3.80
6	Provide & Install Architectural Shingle Roof	\$ 2.10 /SF	\$ 1.80 /SF	\$ 1.5 /SF	\$ 3.90	\$ 3.90
7	Provide & Install 24-gauge Metal Roof	\$ 2.20 /SF	\$ 1.70 /SF	\$ 1.5 /SF	\$ 3.90	\$ 3.90
8	Provide & Install Roof Drains	\$ 3.00 /SF	\$ 1.50 /SF	\$ 1.5 /SF	\$ 5.00	\$ 5.00
9	Provide & Install Mechanically attached PVC membrane Roof System	\$ 2.60 /SF	\$ 1.90 /SF	\$ 1.5 /SF	\$ 4.50	\$ 4.50
10	Demo existing roof system and replace roof insulation with Adhesive	\$ 3.00 /SF	\$ 1.90 /SF	\$ 1.5 /SF	\$ 4.40	\$ 4.40
11	Provide and Install 2-ply Modified Bitumen roof membrane	\$ 3.25 /SF	\$ 1.90 /SF	\$ 1.5 /SF	\$ 5.00	\$ 5.00

EXHIBIT J

ITEM NO.	COMMODITIES OR SERVICES	LABOR UNIT COST (A)	UNIT COST ON MATERIAL (B)	PERCENTAGE MARK-UP ON MATERIAL C	TOTAL UNIT MATERIAL (D) [(B*C) + B=D]	TOTAL COST (A+D)
12	Provide and Install 2-ply Modified Bitumen flashing membrane	\$ 2.60 /SF	\$ 2.00 /SF	\$ 1.5 /SF	\$ 4.60	\$ 4.60
13	Provide and Install non-skld pedestrian walkway	\$ 2.75 /SF	\$ 1.90 /SF	\$ 1.5 /SF	\$ 5.00	\$ 5.00
Total Cost (Line Items 1-13)						\$
14	State a Fixed Trip Charge Per Assigned Service, (Note: One (1) trip charge per assigned service)	\$ 75.00				\$ 75
15	Labor-Hourly rate based on Straight time Monday-Friday for Roof technician per hour.	\$ 35.00/Hourly				\$ 35 /Hourly
16	Labor-Hourly rate based on Overtime after 5pm M-F, Saturday, Sunday, and Holidays for Roof technician per hour	\$ 40 /Hourly				\$ 40 /Hourly
17	Multi-level staging, safety rigging, crane, manlift and other equipment rental percent markup	10 %				10 %
18	Material cost markup percentage for Roof, Gutter, downspout, scuppers, ladders, roof hatch, skylights, and other required materials to complete a roof repair and replacement project.	15 %				15 %



CONTRACT FOR SERVICES

ITB 23-022

City of Fairburn Roofing Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - Roofing Technology Partners, LLC Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 90 days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

- Exhibit A: General Conditions.
- Exhibit B: Specifications and Scope of Work (ITB 23-022 reference herein).
- Exhibit C: Determination of Responsibility.
- Exhibit D: Georgia Security and Immigration Compliance Affidavit.
- Exhibit E: Drug-Free Workplace.
- Exhibit F: Purchasing Policy Addendum.
- Exhibit G: Affidavit Verifying Status for Public Benefit Application.
- Exhibit H: Bid Documents: References and Subcontractor Form.
- Exhibit I: Non-Collusion Affidavit.
- Exhibit J: Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to conduct perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service provider for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

ROOF TECHNOLOGY PARTNERS

Roof Technology Partners LLC
323 Bell Park Drive
Woodstock, Georgia 30188
Scott Coger, austin@rooftechnologypartners.com

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

Address:
City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

CITY:
CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

- 3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

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- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tier subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** ***END OF GENERAL CONDITIONS********

EXHIBIT B
Bid 23-022 Roofing Services

Scope of Work:

The City of Fairburn is seeking Bids from qualified firms to Repair and Replace Roofing for the City of Fairburn. The requested services will be utilized throughout the city.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

Types of Services Required:

- A. The Contractor must be experienced in repairing or replacing roofs. The contractor must be able to repair minor roofs, flashing repairs, membrane replacement, total roof replacement per type (i.e., thermoplastic, roll roofing, shingles, metal, etc.). The Contractor shall be experienced in hot and cold applied multi-ply modified bitumen roofing systems, built up roofing systems, single ply roofing systems, metal, metal capping, cornice, and gable systems, mechanically attached PVC membrane system and shingle roofing systems.
- B. The Contractor shall be called upon to perform repairs, installations, and services that involve the following:
 - Maintain and repair various types of roofs.
 - Installer's Field Supervision: Installer must maintain full time supervisor/foreman on jobsite during times that roofing work is in progress. Supervisor must have a minimum of five (5) years of experience in roofing work similar to nature and scope of specified roofing.
 - Contractor shall be an individual roofing contractor that is capable to handle projects of 25,000 SF or more.
 - And all other duties as they are assigned that may not be included above.

Standard Service Request Procedures: The City's Building Management Department will request the contractor's services through an official Roofing Services/Repair Request for proposal Form. This estimate shall include labor costs by time and rate, and all costs, with mark-ups, for equipment, materials, and parts. It also shall indicate the dates and times and the time frame in which the work will be implemented. The contractor will return the completed form to the City Representative and will not initiate the work until it has received a written authorization from the city. A copy of the Roofing Services/Repair Request and the signed authorization, when applicable, shall accompany the contractor's invoice. For standard service requests described above, the contractor shall reply to the City Representative with an estimate and work plan within one (1) day of the receipt of said request. If the latter type of service request has a project level scope that will require more intensive site investigation and analysis, the contractor may request an extension of the specified period to prepare its estimate and work plan.

Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.

Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24)

hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**.

Emergency Service Request Procedures: On occasion the city will request the contractor's service on an emergency basis.

The contractor shall be prepared to respond to such emergency calls on 24-hour basis seven days a week. The city will make emergency requests by phone, or e-mail. The contractor should respond to the City within one (1) hour of the request and should be in the field for such emergency requests for repairs within three (3) hours from the time of the initial service request.

The contractor may not be required to provide a written estimate of repair costs prior to emergency responses depending on the nature of the emergency at the discretion of the City of Fairburn. The contractor shall have an office and/or warehouse within 40 miles of the City of Fairburn.

Hours of Service: This agreement may require emergency services that could be required at any time on a around the clock, seven days a week basis. Generally, standard service requests can be dealt with in normal business hours. Normal business hours shall be considered from 8:00 a.m. to 5:00 p.m., Monday through Friday except for the City's official holidays. However, the nature of some of these needed work items also will require that the contractor be prepared to provide labor services outside of normal business hours. The contractor will be expected to provide emergency responses and otherwise scheduled services during these periods when requested by the city. Labor hours during these timeframes or any other period outside of normal business hours will NOT be considered overtime or after-hour. compensated.

The Contractor shall have a flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service.

In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

Personnel Assigned to the Work: The City requires the successful contractor to have on staff personnel with appropriate license, as required.

Equipment, Materials, Parts, and Supplies: The contractor shall be capable of supplying or procuring all equipment, materials, parts, and supplies needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to cranes, boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. The City will notify the contractor through its service request form if it intends to provide any materials or parts needed for a work item. All roofing materials used in repair and replacement projects must meet or exceed the intended design and manufacturers specifications of the material being replaced.

Locations of Building: All Building located within the City of Fairburn, GA. Upon award of the contract a detailed listing of Building will be provided.

Basis of Compensation: Compensation to the contractor for service request work will be based on the labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (no more than 15%) and a fixed trip charge. The labor rates on the Price Schedule shall include all costs associated with transportation by service vans and trucks as well as all costs for hand tools, power tools, ladders, carts, testing equipment, and miscellaneous items and consumables normally associated with electrical service calls for repair and installation work. Labor rates shall begin when the contractor's personnel reach the service site and shall end when leaving the service site. A single trip charge shall be applied to cover time in transit. The contractor's cost for materials (including parts and supplies) in the Price Schedule refers to the approximate amount the city would pay if the City purchased these items from a local supply store. The contractor agrees that it will provide documentation of costs for parts and materials upon request of the City. The City shall not be charged for labor cost associated with the provision of cost estimates and proposals unless the City Representative has authorized such costs in writing. If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

Site Conditions:

- A. The contractor shall be responsible for obeying the use of Department policies regarding the use of parking spaces. The contractor will not be permitted to block driveways or loading docks during business hours.
- B. The contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies, and parts shall be neatly stored in a designated area near the work site in full compliance with the National Institute for Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) regulations. The Contractor shall erect appropriate barricades and signs to safely route pedestrian traffic around job site.
- C. The contractor shall be responsible for providing own toilet Building and fresh drinking water at remote sites where such Building are not available.
- D. The contractor shall be responsible for removing and disposing of existing roofing. The contractor shall also repair any landscaping and any other property damaged by his employees, contractor or sub- contractors during the life of the project.
- E. The contractor shall be responsible for disposing of all wrappings, crating, and other disposable material/debris upon delivery of item(s).
- F. The contractor shall secure any building openings made as a result of this contract, against both heat loss and the intrusion of weather, to prevent wind and precipitation from entering the building.

Additional Work: If additional work associated with this contract not specifically listed in the Schedule or specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to

occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope warrants, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. The contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas are mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall

correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable. For roof replacement projects, Minimum warranty will be 15 years with the option of 20, 25 or more. Warranties for each project must be included and detailed on each bid.

If a minimum warranty cannot be provided due to roof design or material specification, this must be noted in comments in the Bid or proposal and approved by Building Management.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)
- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).
- Summary of Costs The contractor shall submit the Contractor Service Reports within 48 hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable Contractor Service Report shall serve as the basis for the contractor's invoicing.

Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Roof Technology Partners, LLC
Address: 323 Bell Park Drive, Woodstock, GA 30188

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

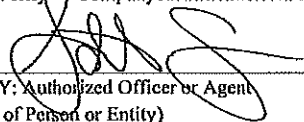
The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

461136

E-VerifyTM Company Identification Number

10/31/2011

Date of Authorization


BY: Authorized Officer or Agent
(Name of Person or Entity)

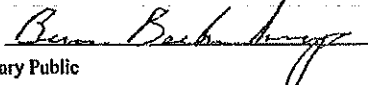
08/28/23

Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

25 DAY OF AUG, 2023

Bruce Barkenkamp
NOTARY PUBLIC
Barlow County, GEORGIA
My Commission Expires 12/09/2026


Notary Public

[NOTARY SEAL]

My Commission Expires: 12/09/26

* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

EXHIBIT D

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N/A

Federal Work Authorization User Identification Number

N/A

Date of Authorization

N/A

Name of Subcontractor

N/A

Name of Project

N/A

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

N/A DAY OF N/A, 2023

[NOTARY SEAL]

N/A

Notary Public

My Commission Expires: N/A

Please return with your Bid package.

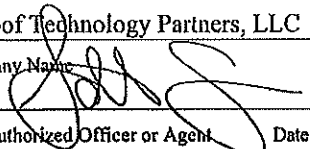
EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with Roof Technology Partners, LLC (Service Provider),
N/A (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Roof Technology Partners, LLC
Company Name
 08/28/23
BY: Authorized Officer or Agent Date
(Service Provider Signature)

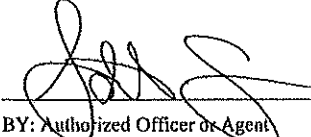
President
Title of Authorized Officer or Agent of Service Provider
Scott Coger
Printed Name of Authorized Officer or Agent

Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Scott Coger, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned,

 08/28/23
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President
Title of Authorized Officer or Agent of Service Provider
Scott Coger 08/28/23
Printed Name of Authorized Officer or Agent Date

Please return with your Bid package.

EXHIBIT G



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and/or contract for
Roof Technology Partners, LLC

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen.

OR

2. I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-27.

Signature of Applicant: _____

Date: 08/28/23

Printed Name: Scott Coger

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 28 day of Aug, 2023.

Notary Public: _____

My Commission Expires: 12/09/26

Please return with your Bid package.

EXHIBIT H

REFERENCES

ITB 23-022, City of Fairburn Roofing Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Atlanta Public Schools
Address: 130 Trinity Ave SW, Atlanta, GA 30303
Contact: Marvin Brown Phone: 404-772-7096
2. Company Name: Georgia Institute of Technology
Address: 711 Marietta ST NW, Atlanta, GA 30332
Contact: Spencer Sheffield Phone: 404-783-5694
3. Company Name: Carroll Daniel
Address: 330 Main St NW, Gainesville, GA 30501
Contact: Cody Ledford Phone: 770-536-3241

Please return with your Bid package.

EXHIBIT H

SUBCONTRACTORS ITB 23-022, City of Fairburn Roofing Services

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: N/A
Address: N/A
Contact: N/A Phone: N/A
2. Company Name: N/A
Address: N/A
Contact: N/A Phone: N/A
3. Company Name: N/A
Address: N/A
Contact: N/A Phone: N/A
4. Company Name: N/A
Address: N/A
Contact: N/A Phone: N/A
5. Company Name: N/A
Address: N/A
Contact: N/A Phone: N/A

Please return with your Bid package.

EXHIBIT I

NON-COLLUSION AFFIDAVIT ITB 23-022, City of Fairburn Roofing Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ROOFING SERVICES ARE TRUE AND CORRECT.

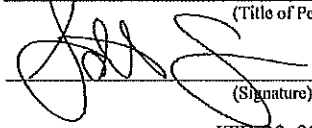
Dated this 28 day of AUG, 2023

Roof Technology Partners, LLC

(Name of Organization)

President

(Title of Person Signing)



(Signature)

ITB 23-022

(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Cherokee

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 28 day of AUG, 2023


Notary Public Signature

Bruce Berkenkamp
NOTARY PUBLIC
Barrow County, GEORGIA
My Commission Expires 12/09/2026

My Commission Expires: 12/09/26

Please return with your Bid package.

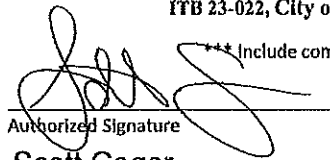
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EXHIBIT J

BID SCHEDULE

ITB 23-022, City of Fairburn Roofing Services

*** Include completed bid schedule with your bid ***


Authorized Signature
Scott Coger

08/28/23
Date

Print Name

Roof Technology Partners, LLC

Business Name

austin@rooftechnologypartners.com 678-401-5200

Email

Phone

Please return with your Bid package.

EXHIBIT J

BID SCHEDULE						
ITEM NO.	COMMODITIES OR SERVICES	LABOR UNIT COST (A)	UNIT COST ON MATERIAL (B)	PERCENTAGE MARK-UP ON MATERIAL (C)	TOTAL UNIT MATERIAL (D) $[(B \times C) + B = D]$	TOTAL COST (A+D)
1	Provide & Install Minor Roof and Flashing repair	\$ 4.00 /SF	\$ 3.50 /SF	\$ 0.35 / 10% /SF	\$ 3.85	\$ 7.85
2	Provide and repair roof penetration and sheet metal flashings	\$ 5.00 /SF	\$ 2.25 /SF	\$ 0.23 / 10% /SF	\$ 2.48	\$ 7.48
3	Provide & Install Field fabricated reinforced Membrane	\$ 4.00 /SF	\$ 3.50 /SF	\$ 0.35 / 10% /SF	\$ 3.85	\$ 7.85
4	Provide & Install Fully adhered 60 mil TPO roof membrane	\$ 4.00 /SF	\$ 3.50 /SF	\$ 0.35 / 10% /SF	\$ 3.85	\$ 7.85
5	Provide and install Fully adhered 60 mil TPO Flashing membrane	\$ 4.00 /SF	\$ 3.50 /SF	\$ 0.35 / 10% /SF	\$ 3.85	\$ 7.85
6	Provide & Install Architectural Shingle Roof	\$ 2.50 /SF	\$ 1.00 /SF	\$ 0.10 / 10% /SF	\$ 1.10	\$ 3.60
7	Provide & Install 24-gauge Metal Roof	\$ 5.00 /SF	\$ 7.00 /SF	\$ 0.70 / 10% /SF	\$ 7.70	\$ 12.70
8	Provide & Install Roof Drains	Includes retrofit drain. \$ 200.00/ea /SF	Includes retrofit drain. \$ 350.00/ea /SF	\$ 35.00 / 10% /SF	\$ 385.00/ea	\$ 585.00/ea
9	Provide & Install Mechanically attached PVC membrane Roof System	\$ 3.00 /SF	\$ 2.00 /SF	\$ 0.20 / 10% /SF	\$ 2.20	\$ 5.20
10	Demo existing roof system and replace roof insulation with Adhesive	(Does not include Coal Tar Pitch or asbestos. Would require additional costs) \$ 4.00 /SF	\$ 3.00 /SF	\$ 0.30 / 10% /SF	\$ 3.30	\$ 7.30
11	Provide and install 2-ply Modified Bitumen roof membrane	\$ 4.00 /SF	\$ 3.75 /SF	\$ 0.38 / 10% /SF	\$ 4.13	\$ 8.13

EXHIBIT J

ITEM NO.	COMMODITIES OR SERVICES	LABOR UNIT COST (A)	UNIT COST ON MATERIAL (B)	PERCENTAGE MARK-UP ON MATERIAL C	TOTAL UNIT MATERIAL (D) [(B*C) + B=D]	TOTAL COST (A+D)
12	Provide and Install 2-ply Modified Bitumen flashing membrane	\$ 4.00 /SF	\$ 3.75 /SF	\$ 0.38 / 10% /SF	\$ 4.13	\$ 8.13
13	Provide and Install non-skid pedestrian walkway	\$ 3.00 /SF	\$ 2.50 /SF	\$ 0.25 / 10% /SF	\$ 2.75	\$ 5.75
Total Cost (Line Items 1-13)						\$ 674.69
14	State a Fixed Trip Charge Per Assigned Service. (Note: One (1) trip charge per assigned service)	\$ 200.00				\$ 200.00
15	Labor-Hourly rate based on Straight time Monday-Friday for Roof technician per hour.	\$ 75.00 /Hourly				\$ 75.00 /Hourly
16	Labor-Hourly rate based on Overtime after 5pm M-F, Saturday, Sunday, and Holidays for Roof technician (1) per hour	\$ 85.00 /Hourly				\$ 85.00 /Hourly
17	Multi-level staging, safety rigging, crane, manlift and other equipment rental percent markup	10 %				10 %
18	Material cost markup percentage for Roof, Gutter, downspout, scuppers, ladders, roof hatch, skylights, and other required materials to complete a roof repair and replacement project.	10 %				10 %



CONTRACT FOR SERVICES

ITB 23-022

City of Fairburn Roofing Services

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Fairburn, (Party of the First Part, hereinafter called the "City"), and - Rycars Construction, LLC Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 90 days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 23-022 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Georgia Security and Immigration Compliance Affidavit.
Exhibit E:	Drug-Free Workplace.
Exhibit F:	Purchasing Policy Addendum.
Exhibit G:	Affidavit Verifying Status for Public Benefit Application.
Exhibit H:	Bid Documents: References and Subcontractor Form.
Exhibit I:	Non-Collusion Affidavit.
Exhibit J:	Bid Schedule.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to conduct perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service provider for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct, and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton, County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

RYCARS CONSTRUCTION, LLC

Rycars Construction, LLC
3450 Buffington Center Suite B
Atlanta, GA 30349
Ryan E. Burks ryanburks@rycars.com

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2023

Address:
City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}

EXHIBIT A
GENERAL CONDITIONS

(i) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

1. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Administrator or Project Manager/Designated Representative may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

2. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a sample to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

3. NOTICES

3.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

3.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Administrator, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight

delivery service for next day delivery to City or three (3) days following submission to the

GENERAL CONDITIONS

City by U.S. Certified Mail. Any such notice shall be sent to:

City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider

- 3.3 Either party may change its notice address by written notice to the other given as provided in this section.

4. NONDISCRIMINATION

- 4.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

- 4.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

- 4.1.2 Nondiscrimination. The Service Provider, regarding the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

- 4.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

- 4.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the

information.

GENERAL CONDITIONS

4.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

21.5.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

4.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

5. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

GENERAL CONDITIONS

6. GENERAL PROVISIONS

- 6.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.
- 6.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 6.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 6.4 The Service Provider warrants to the City that no work performed, or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 6.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court

of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in

GENERAL CONDITIONS

an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 6.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 6.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 6.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 6.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 6.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 6.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 6.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

- 6.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the

GENERAL CONDITIONS

circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

- 6.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. If additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Administrator, in his or her exclusive discretion.
- 6.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 6.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such

records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors.

GENERAL CONDITIONS

to provide other records the City Administrator, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. If expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. Without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination, or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 6.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 6.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 6.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 6.20 In computing any period established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

- 6.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

GENERAL CONDITIONS

- 6.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 6.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 6.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

7. GRATUITIES, REBATES, OR KICKBACKS.

- 7.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 7.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

***** ***END OF GENERAL CONDITIONS********

EXHIBIT B
Bid 23-022 Roofing Services

Scope of Work:

The City of Fairburn is seeking Bids from qualified firms to Repair and Replace Roofing for the City of Fairburn. The requested services will be utilized throughout the city.

The service contract term is for an initial three (3) years with two (2) optional one (1) year terms.

Types of Services Required:

- A. The Contractor must be experienced in repairing or replacing roofs. The contractor must be able to repair minor roofs, flashing repairs, membrane replacement, total roof replacement per type (i.e., thermoplastic, roll roofing, shingles, metal, etc.). The Contractor shall be experienced in hot and cold applied multi-ply modified bitumen roofing systems, built up roofing systems, single ply roofing systems, metal, metal capping, cornice, and gable systems, mechanically attached PVC membrane system and shingle roofing systems.
- B. The Contractor shall be called upon to perform repairs, installations, and services that involve the following:
 - Maintain and repair various types of roofs.
 - Installer's Field Supervision: Installer must maintain full time supervisor/foreman on jobsite during times that roofing work is in progress. Supervisor must have a minimum of five (5) years of experience in roofing work similar to nature and scope of specified roofing.
 - Contractor shall be an individual roofing contractor that is capable to handle projects of 25,000 SF or more.
 - And all other duties as they are assigned that may not be included above.

Standard Service Request Procedures: The City's Building Management Department will request the contractor's services through an official Roofing Services/Repair Request for proposal Form. This estimate shall include labor costs by time and rate, and all costs, with mark-ups, for equipment, materials, and parts. It also shall indicate the dates and times and the time frame in which the work will be implemented. The contractor will return the completed form to the City Representative and will not initiate the work until it has received a written authorization from the city. A copy of the Roofing Services/Repair Request and the signed authorization, when applicable, shall accompany the contractor's invoice. For standard service requests described above, the contractor shall reply to the City Representative with an estimate and work plan within one (1) day of the receipt of said request. If the latter type of service request has a project level scope that will require more intensive site investigation and analysis, the contractor may request an extension of the specified period to prepare its estimate and work plan.

Projects may vary in size. No minimum or maximum amount of work is guaranteed under this solicitation, and work will be procured on an as-needed basis.

Contractor shall have a telephone number where the Contractor can be contacted twenty-four (24)

hours a day, seven (7) days a week. The Contractor receiving calls for non-emergency services shall respond within **Twenty-four (24) hours**.

Emergency Service Request Procedures: On occasion the city will request the contractor's service on an emergency basis.

The contractor shall be prepared to respond to such emergency calls on 24-hour basis seven days a week. The city will make emergency requests by phone, or e-mail. The contractor should respond to the City within one (1) hour of the request and should be in the field for such emergency requests for repairs within three (3) hours from the time of the initial service request.

The contractor may not be required to provide a written estimate of repair costs prior to emergency responses depending on the nature of the emergency at the discretion of the City of Fairburn. The contractor shall have an office and/or warehouse within 40 miles of the City of Fairburn.

Hours of Service: This agreement may require emergency services that could be required at any time on a around the clock, seven days a week basis. Generally, standard service requests can be dealt with in normal business hours. Normal business hours shall be considered from 8:00 a.m. to 5:00 p.m., Monday through Friday except for the City's official holidays. However, the nature of some of these needed work items also will require that the contractor be prepared to provide labor services outside of normal business hours. The contractor will be expected to provide emergency responses and otherwise scheduled services during these periods when requested by the city. Labor hours during these timeframes or any other period outside of normal business hours will NOT be considered overtime or after-hour. compensated.

The Contractor shall have a flexible organization and be capable of performing multiple assignments simultaneously for emergency and non-emergency calls and are required to provide Twenty-Four (24) hour, Seven (7) days per week service.

In the event the Primary Contractor under Contract to City does not or is not able to respond within the above time parameters according to the awarded Contract, CITY reserves the right to contact the Secondary, Tertiary contractor(s) or supplier(s), if necessary, to fulfill obligations under this award of multiple contractors.

Personnel Assigned to the Work: The City requires the successful contractor to have on staff personnel with appropriate license, as required.

Equipment, Materials, Parts, and Supplies: The contractor shall be capable of supplying or procuring all equipment, materials, parts, and supplies needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to cranes, boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. The City will notify the contractor through its service request form if it intends to provide any materials or parts needed for a work item. All roofing materials used in repair and replacement projects must meet or exceed the intended design and manufacturers specifications of the material being replaced.

Locations of Building: All Building located within the City of Fairburn, GA. Upon award of the contract a detailed listing of Building will be provided.

Basis of Compensation: Compensation to the contractor for service request work will be based on the labor rates provided in the bid for the contract, the actual cost of parts, materials, and equipment plus a percentage mark-up indicated in the same bid (no more than 15%) and a fixed trip charge. The labor rates on the Price Schedule shall include all costs associated with transportation by service vans and trucks as well as all costs for hand tools, power tools, ladders, carts, testing equipment, and miscellaneous items and consumables normally associated with electrical service calls for repair and installation work. Labor rates shall begin when the contractor's personnel reach the service site and shall end when leaving the service site. A single trip charge shall be applied to cover time in transit. The contractor's cost for materials (including parts and supplies) in the Price Schedule refers to the approximate amount the city would pay if the City purchased these items from a local supply store. The contractor agrees that it will provide documentation of costs for parts and materials upon request of the City. The City shall not be charged for labor cost associated with the provision of cost estimates and proposals unless the City Representative has authorized such costs in writing. If the work is performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

Site Conditions:

- A. The contractor shall be responsible for obeying the use of Department policies regarding the use of parking spaces. The contractor will not be permitted to block driveways or loading docks during business hours.
- B. The contractor shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies, and parts shall be neatly stored in a designated area near the work site in full compliance with the National Institute for Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) regulations. The Contractor shall erect appropriate barricades and signs to safely route pedestrian traffic around job site.
- C. The contractor shall be responsible for providing own toilet Building and fresh drinking water at remote sites where such Building are not available.
- D. The contractor shall be responsible for removing and disposing of existing roofing. The contractor shall also repair any landscaping and any other property damaged by his employees, contractor or sub- contractors during the life of the project.
- E. The contractor shall be responsible for disposing of all wrappings, crating, and other disposable material/debris upon delivery of item(s).
- F. The contractor shall secure any building openings made as a result of this contract, against both heat loss and the intrusion of weather, to prevent wind and precipitation from entering the building.

Additional Work: If additional work associated with this contract not specifically listed in the Schedule or specified in the Minimum Specifications is required, then such work must be duly authorized in advance and in writing, by the City at a fixed lump sum, after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the City of any cost over-runs prior to

occurrence. Verbal approval between the City representative and Contractor's agents shall not be recognized.

Pre-work Meetings and Project Meetings After Award: The Successful Contractor shall, upon the receipt of a Fairburn Purchase Order, contact the appropriate personnel listed to arrange pre-work meetings for the purpose of clarifying and coordinating start date, work scope, design parameters, work arrangements and monitoring of the project. No work shall begin on the project until after the pre-work meeting is held. If the work scope warrants, the City shall reserve the right to perform regular site inspections and may schedule mandatory project meetings to monitor and measure work progress. Prepared surfaces shall be inspected by the City, prior to application of coatings. The contractor may be required to submit statement of qualifications for personnel assigned to City of Fairburn project upon City demand.

Materials and Material Storage: The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on job site in such areas are mutually agreed upon. The Contractor shall allot suitable and proper space to his Sub-contractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move the same as and when directed, at his own expense.

Measurements and Dimensions: Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the city for resolution before proceeding with the Work. If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure. 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: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

Final Project Outcome: Contractor shall perform work so that the City of Fairburn is provided with satisfactory product or finish upon completion of the job before payment can be made. If work is not satisfactory after City inspection, City may withhold payment until work is corrected in an acceptable manner, with City being the judge as to acceptability.

Warranties: The Contractor shall warrant against failure of all materials and workmanship associated with its service request work for materials one (1) year and workmanship one (1) year after the date of acceptance of such work by the City. If any of the work is found defective or not in accordance with the service request or applicable codes and standards, the Contractor shall

correct warranted work promptly, at no cost to the City, after receipt of a written notice from the City to do so. Contractor shall provide the City Representative copies of the standard manufacturer's warranties for any new equipment and parts purchased and installed by the Contractor. The Contractor shall provide warranty information with its service report whenever applicable. For roof replacement projects, Minimum warranty will be 15 years with the option of 20, 25 or more. Warranties for each project must be included and detailed on each bid.

If a minimum warranty cannot be provided due to roof design or material specification, this must be noted in comments in the Bid or proposal and approved by Building Management.

Service Report Requirements: Each completed Service Request shall be documented in the Contractor Service Report. The format of the Contractor Service Report shall be developed at the beginning of the contract period and shall be acceptable to the City Representative. The Contractor Service Report shall include, at a minimum, the following information:

- City Purchase Order Number
- Service Request Tracking Number (Original Service Request with Signed Authorization also shall be attached)
- Location of Services – Facility Name/Address
- Description of Repairs, Services, or Installation Performed
- Personnel Utilized and Hours of Service – this section shall clearly indicate for each day of service the individuals assigned, the labor rates, the hours worked and the labor subtotals and totals.
- Parts, materials, and equipment utilized – descriptions, quantities, costs, applicable mark-ups, and subtotals and total.
- Trip Charges Per Service Request (one (1) trip per request).
- Summary of Costs The contractor shall submit the Contractor Service Reports within 48 hours of the completion of the services. The City Representative will review the Service Reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the service or costs.

The City Representative will provide written approval of Service Reports. An acceptable Contractor Service Report shall serve as the basis for the contractor's invoicing.

Estimates shall include materials, labor hours, equipment rentals, and/or Subcontractors including a separate line-item detailing mark-up of Contractor's Fee. Estimate requests shall be returned no later than forty-eight (48) hours unless a different time of return is agreed upon by the City. The contractor's Fee shall be no more than 5% and no more than 5% mark up on parts purchased by contractor; with the overall mark up being no more than 15% total.

EXHIBIT C
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Fairburn for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Fulton County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Fairburn for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of all subcontractors which would be used in the performance of this contract.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

This document must be submitted with your bid package.

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: RYCARS Construction, LLC
Address: 3450 Buffington Center Suite B Atlanta, GA 30349

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, * in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

306780
E-Verify™ Company Identification Number

2/10/2010
Date of Authorization

[Signature]
BY: Authorized Officer or Agent
(Name of Person or Entity)

8/31/2023
Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

31 DAY OF August, 2023

Meri Gates
NOTARY PUBLIC
Fayette County, GEORGIA
My Comm. Expires 02/27/2021

[Signature]
Notary Public Meri Eileen C. Gates

[NOTARY SEAL]

My Commission Expires: 12/27/2024

* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

EXHIBIT D

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Address: 3450 Buffington Center Suite B Atlanta, GA 30349

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The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

306780

E-Verify™ Company Identification Number

2/10/2010

Date of Authorization

8/31/2023

Date

[Signature]
BY: Authorized Officer or Agent

(Name of Person or Entity)

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

31 DAY OF August, 2023

Meri Gates
NOTARY PUBLIC
Fayette County, GEORGIA
My Comm. Expires 02/27/2021

[Signature]
Notary Public Meri Eileen C. Gates

[NOTARY SEAL]

My Commission Expires: 12/27/2024

* Or any subsequent replacement 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. 99-60

Please return with your Bid package.

EXHIBIT D

TBD- To Be Decided

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 2023

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Please return with your Bid package.

EXHIBIT E

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with RYCARS Construction, LLC (Service Provider),
TBD (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

RYCARS Construction, LLC

Company Name

8/31/2023

BY: Authorized Officer or Agent

Date

(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

Ryan E. Burks

Printed Name of Authorized Officer or Agent

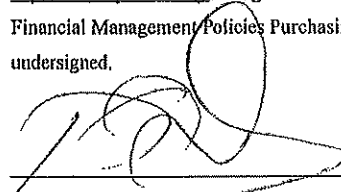


Please return with your Bid package.

EXHIBIT F

PURCHASING POLICY ADDENDUM

I, Ryan E. Burks, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.



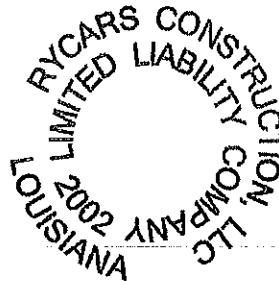
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

Ryan E. Burks 8/31/2023

Printed Name of Authorized Officer or Agent Date



Please return with your Bid package.

EXHIBIT G



AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and/or contract for

Ryan E. Burks

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ☒ I am a United States citizen.

OR

2. ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: [Signature]

Date: 8/31/2023

Printed Name: Ryan E. Burks, President

* Alien Registration number for non-citizens: Not Applicable

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 31 day of August, 2023

Notary Public: [Signature]

My Commission Expires: 12/27/2024

Meri Gates
NOTARY PUBLIC
Fayette County, GEORGIA
My Comm. Expires 02/27/2021

Please return with your Bld package.

EXHIBIT H

REFERENCES

ITB 23-022, City of Fairburn Roofing Services

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: Fulton County Government - Dept. of Real Estate & Asset Mgmt
Address: 3977 Aviation Circle Atlanta, GA 30336
Contact: Michelle Cox Phone: 404-861-7164
email: michelle.cox@fultoncountyga.gov
2. Company Name: Cobb County Schools- SPLOST
Address: Cobb County
Contact: Robert Hilderbrand- Construction Mgr. Phone: 678-314-0196
email: robert.hilderbrand@cobbk12.org
3. Company Name: AustinISD
Address: 4000 S IH 35 Frontage Road 4th Floor Austin, TX 78704
Contact: Robert Ross- Construction PM Phone: 512-962-2010
email: robert.ross@austinsd.org

Please return with your Bid package.

EXHIBIT H

TBD- To Be Decided

SUBCONTRACTORS ITB 23-022, City of Fairburn Roofing Services

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
Address: _____
Contact: _____ Phone: _____
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.



PROJECT REFERENCES

PROJECT	CONTRACT AMOUNT	COMPLETION DATE	NAME, ADDRESS, PHONE CONTACT	PROJECT DESCRIPTION
GBI HQ Morgue & Annex Reroof- GA	\$593,041.47	8/31/2021	Contact: Joel Lugo-Caraballo-Project Manager Phone: 404.270.5303 Email: joel.lugo@gbi.ga.gov	Project Size-380 SQS Fully adhered 80 MIL TPO Manufacturer- Johns Manville
Target Store #T2355 Roof Fultondale, AL & Target Store in Hammond, LA	\$625,409.35	8/31/2021	Contact: Shawna Wensmann-Lead Project Manager Phone: 612.304.5713 Email: shawna.wensmann@target.com	Project Size-3000SQS PVC Rhinobond Manufacturer- Sarnafil
Georgia Tech Campus Services Warehouse Roof Atlanta, GA	\$868,198.31	11/1/2018	Project Location: GA Tech- Atlanta GA Owner: Board of Regents of the University System of Georgia Contact: Daniel Powell-Project Manager II Phone: 404.931.3945 Email: dpowell43@gatech.edu	Existing Roof Systems: Tectum, nailed base sheet, BUR Gravel, Wood Plank, nailed base sheet, BUR Gravel, LWC, nailed base sheet, Modified Bitumen, LWC (sloped) nailed base sheet, Modified Bitumen Work scope: Demo to LWC/tectum, Nail glass base, FA 1/4" Taper ISO, FA 1/4" DD Prime, FA 60 MIL TPO. Demo to wood deck MF 3" ISO & 1/4" DD Prime, FA 60 MIL TPO; Demo to LWC, Nail glass base, FA 1/4" DD Prime, FA 60 mil TPO TOTAL 30,628 SF
West Central ITF Roof Replacement-GA	\$326,495.00	5/18/2018	Project Location: 1070 County Farms Road Zebulon, GA 30295 Architect: Raymond Engineering- Georgia Inc. Contact: Brent Iverson, VP Operations Phone: 770.483.9595 Ext.101 Email: Brent.Iverson@raymondllc.com	Project Size- 31,365 SF Existing Roof System: LWC over metal pan, nailed base, Mod Cap Existing slope in LWC 1/8" per ft Work Scope: Demo existing modified to LWC deck, MF glass base sheet, FA 60 FB PVC New Roof System: Sarnafil 60 FB adhered
Arnold AFB TN- Roof Replacement Bldg. 912	\$393,500.00	10/15/2017	Contact: Patricia Henderson- Contract Specialist Phone: 931.454.6209 Email: patricia.henderson.2@us.af.mil	Project Size- 240 SQS Scope of work: High Bay - structurally Metal Deck 3-4" Insulation Stairwell- Concrete Deck 3-4" Insulation, BUR Gravel Remove gravel New Roof System: IM 60 MIL PVC
C-908 City Hall Complex Roof Replacement - Atlanta GA	\$832,608.00	1/19/2017	Owner: City of Atlanta Contact: Garfield L. Pearl-MBA, AIA, LEED GA - Project Manager Officer Phone: 404.865.8532 Cell: 678.326.3013 Email: GPearl@atlantaga.gov	Existing Roof System: South 5, Tower 3, Tower 14 & Tower 15 Concrete, tapered insulations, EPDM, Ballast Tower 5- Conc. 3" insulation, BUR Gravel Work Scope: South 5, Tower 3, Tower 14, Tower 15 Demo existing to concrete deck, FA 3" ISO, FA 1/4" taper, FA 60 mil TPO, reinstall ballast. Remove existing to concrete deck, FA 2 layers ISO (R20.2" & 1.5") FA 60 mil TPO



"The Source for Commercial Roofing"

PROJECT REFERENCES

PROJECT	CONTRACT AMOUNT	COMPLETION DATE	NAME, ADDRESS, PHONE CONTACT	PROJECT DESCRIPTION
Alabama Institute of Deaf and Blind Project Name: AIDB Reroofing of Various Buildings Talladega, AL	\$1,492,432.00	6/29/2016	Owner: AIDB Barganier, Davis & Sim Contact: Frank McKinnon Phone: 334.334.2038 Email: f.mckinnon@bdsarch.com	Demo down to existing roof deck, install insulation mechanically fastened; fully adhered PVC Roof System
USPS Sylacauga- AL Roof Replacement & Repairs	\$163,730.00	8/15/2015	USPS 1 S. Broadway Ave. Sylacauga, AL 35150 Contact: Ed Roscoe, RA Phone: 330-797-5741 Email: edward_roscoe@sodexo.com	Remove existing roof system down to LWIC deck; Remove existing roof system down to structured metal deck. Provide fully adhesive 60 mil PVC roof system
Phillips State Prison Roof Replacement at Dormitories- Buford GA	\$1,129,186.00	11/10/2014	Contact: Nancy Jackson Project Manager Phone: 4783992.5329 Email: mailto:NancyG.Jackson@gdc-ga.gov	Project Size- 530 SQS Reroof- Demo and install 80 Mil TPO Fully Adhered Manufacturer: Johns Manville

24000



SIMILAR PROJECT REFERENCES

PROJECT	COMPLETION DATE	CONTRACT AMOUNT	NAME, ADDRESS, PHONE CONTACT	PROJECT DESCRIPTION
Lawson State Community College Package D Millsap Building Roof Replacement AL	10/18/2019	\$372,375.00	Contact: Timothy Aho- Aho Architects Phone: 205.983.6000	Project size: 14,800 sf SBS 2ply
LSU Military Science Building Roof Replacement LA	9/30/2019	\$476,690.00	Owner: Louisiana State University Contact: Christian Meeker- Architect Phone: 225.381.9435	Project Size : 17,200 sf ply SBS 2
USPS Hot Springs National Park-Albert Pike Station Roof Replacement AR	3/4/2019	\$336,930.00	Contact: Billy Shedd- Architect, Wharry Architects Email: bshedd@wharrytexas.com	Project Size : 17,200 sf ply SBS 2
Middle GA State University- Roberts Hall Roof Replacement	10/30/2016	\$274,558.00	Project Location: MGSU- Cochran, GA Edifice Consulting Inc. Contact: Glenn Howell Phone: 478.954.0283 Email: glenn@edifice.biz	Project size- 12,958 SF, Tear off concrete deck prime and torch sheet, install tapered LWIC, nail base sheet torch smooth, torch cap, New Roof System Base- LWIC, base, base ply, cap ply
Middle GA State University- Russell Hall Roof Replacement	1/31/2017	\$411,900.00	Project Location: MGSU- Cochran, GA Edifice Consulting Inc. Contact: Glenn Howell Phone: 478.954.0283 Email: glenn@edifice.biz	Project size- 17,445 SF Tear off metal deck, MF 1/2" dens deck prime and torch sheet, install tapered LWIC nail base, sheet torch smooth, Torch cap New Roof System: Base, LWIC, base ply, cap ply
Cape Canaveral AFB Repair Roof 45 SW CCAFS Headquarters	2/17/2019	\$425,437.99	Owner: United Air Force Contact: Bilkis Dinaly- Contract Specialist Phone: 321.853.0876 Email: bilkis.dinaly@us.af.mil	Project size 21,600 SF - Repair by replacement of roofing include but not limited to all details, coping, wall, and curb flashings, and replacement of the existing lightning protection. New Roof System: SBS Modified Bitumen Roof
Lafayette High School Roof Replacement- LA	1/31/2020	\$1,500,346.00	Owner: Lafayette Parish School Board Architect: Abell-Crozier Architects Contact: Chad Abell Phone: 337.235.8016 Email: chad@abellcrozier.com	Roof Replacement of Multiple Buildings, 100/600/500/700/800 Size 1059 SQ 3 Different wood, metal, concrete deck. Tapered Insulation/Tapered ISO/coverboard/hot asphalt/Torch flashes/mechanically fastened metal deck New Roof System: SBS Modified Bituminous Membrane Roofing



"The Source for Commercial Roofing"

SIMILAR PROJECT REFERENCES

PROJECT	CONTRACT AMOUNT	COMPLETION DATE	NAME/ADDRESS, PHONE CONTACT	PROJECT DESCRIPTION
Roof Replacement Washington Marion HS-LA	\$517,199.00	3/28/2020	Owner: Calcasieu Parish School School Board Architect: Ellender Architects & Associates, LLC Contact: Scott Manino Phone: 337.527.3603 Email: smanino.ellenderllc@outlook.com	Remove existing roof, gravel, insulation and associated items down to existing LWC deck. Provide and install new modified roofing system as detailed in project specification and manual. Install new roof drains and associated drain piping



Project References

PROJECT	CONTRACT AMOUNT	COMPLETION DATE	NAME/ADDRESS, PHONE CONTACT	Brief Description	Bonding Company	RYCARS Internal Markforce %	Completion
Little Rock AFB- AR FA4460-16-C-0009 Repair/Sustain Flight Line Support Roofs Bldgs. 260,263 & 272	\$1,005,117.18	10/31/2017	Project Location: Little Rock AFB- Arkansas Owner: USAF Contact: Richard Worthington Email: richard.worthington.1@us.af.mil Phone: 501.425.7330	Existing Roof Systems: Corrugated Metal Roof (Coated) Insulation, Purlins Work Scope: Demo metal roof to purlins Install R38 insulation; Install 22 ga. 16"x2" Standing seam double lock panel	SureTec Insurance Company 1330 Post Oak Blvd. Suite 1100 Houston, TX 77056	100%	100%
Hurlburt AFB- FL Project ST01- Roof Repair Bldgs. 90337 & 90822	\$226,710.24	11/21/2016	Project Location: Hurlburt AFB- Florida Owner: USAF Contracting Officer: Shawn Edwards Email: shawn.edwards.14@us.af.mil Phone: 850.884.3364	Existing Roof System: Metal Roof standing seam snaplock, Batt insulation, purlins. Purlin spacing 3' and 5' Work Scope: Demo metal roof & insulation to framing, Install R30 WV batt insulation. Install 24 ga 16" x2" standing seam double lock panel	SureTec Insurance Company 1330 Post Oak Blvd. Suite 1100 Houston, TX 77056	100%	100%
Hurlburt AFB- FL Project ST02- Repair/Replace Roofing Multiple Buildings	\$551,062.10	11/20/2016	Project Location: Hurlburt AFB- Florida Owner: USAF Contracting Officer: Shawn Edwards Email: shawn.edwards.14@us.af.mil Phone: 850.884.3364	Existing Roof System: Metal Roof R panels over purlins. Purlins Spacing 5' Work Scope: Demo metal roof to framing, Install 24 ga 16"x2" standing seam	SureTec Insurance Company 1330 Post Oak Blvd. Suite 1100 Houston, TX 77056	100%	100%
Houston County Public Works Offices Roof Project	\$206,532.63	1/25/2018	Project Location: 2018 Kings Chapel Rd. Perry, GA 31069 Owner: Houston County Board of Commissioners Contact: Glenn Howell Consultant- Edifice Consulting Inc. Phone: 474.954.0283 Email: glenn@edifice.biz	McElroy Standing Seam Metal Roof	SureTec Insurance Company 1330 Post Oak Blvd. Suite 1100 Houston, TX 77056	100%	100%



Project References

PROJECT	CONTRACT AMOUNT	COMPLETION DATE	NAME, ADDRESS, PHONE CONTACT	Brief Description	Bonding Company	RYCARS Internal Workforce %	Completion
Amtrak Winter Haven Station FL- Roof	\$895,000.00	10/1/2018	Project Location: 3570 Clifford Lane Jacksonville, FL Owner: National Railroad Passenger Corporation Contact: Jarvor Williams Phone: 904.383.9629 Email: Jarvor.Williams@amtrak.com	R-Panel Metal Roof - Petersen	SureTec Insurance Company 1330 Post Oak Blvd. Suite 1100 Houston, TX 77056	100%	100%
Amtrak New Orleans Storage Building Roof	\$340,515.00	3/5/2020	Project Location: 3319 Earhart Blvd. New Orleans, LA Owner: National Railroad Passenger Corporation Contact: Jarvor Williams Phone: 904.383.9629 Email: Jarvor.Williams@amtrak.com	Petersen Aluminum- Standing Seam Metal Roof	SureTec Insurance Company 1330 Post Oak Blvd. Suite 1100 Houston, TX 77056	100%	100%
Keller Elementary School LA	\$780,534.00	11/17/2016	Project Location: 5301 Irving Street Metairie, LA Owner: Jefferson Parish Public School System Contact: Mr. Martinez- Scairono Martinez Architects Phone: 504.896.2000	T-238 McElroy Standing Seam Metal Roof	SureTec Insurance Company 1330 Post Oak Blvd. Suite 1100 Houston, TX 77056	100%	100%

EXHIBIT I

NON-COLLUSION AFFIDAVIT ITB 23-022, City of Fairburn Roofing Services

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ROOFING SERVICES ARE TRUE AND CORRECT.

Dated this 31 day of August 2023

RYCARS Construction, LLC
(Name of Organization)
President
(Title of Person Signing)
[Signature]
(Signature)
23-433
(Bid Number)

ACKNOWLEDGEMENT

STATE OF GA

COUNTY OF Fulton

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 31 day of August, 2023

[Signature]
Notary Public Signature Meri Eileen C. Gates

Meri Gates
NOTARY PUBLIC

Fayette County, GEORGIA

My Commission Expires: 12/27/2024

My Comm. Expires 02/27/2021

Please return with your Bid package.

EXHIBIT J

BID SCHEDULE

ITB 23-022, City of Fairburn Roofing Services

*** Include completed bid schedule with your bid ***

8/31/2023

Authorized Signature

Date

Ryan E. Burks, President

Print Name

RYCARS Construction, LLC

Business Name

ryanburks@rycars.com

Email

404.209.9991

Phone



Please return with your Bid package.

EXHIBIT J

BID SCHEDULE						
ITEM NO.	COMMODITIES OR SERVICES	LABOR UNIT COST (A)	UNIT COST ON MATERIAL (B)	PERCENTAGE MARK-UP ON MATERIAL (C)	TOTAL UNIT MATERIAL (D) [(B*C) + B=D]	TOTAL COST (A+D)
1	Provide & Install Minor Roof and Flashing repair	\$ 12.00 /SF	\$ 7.00 /SF	15% \$ 1.05 /SF	\$ 8.05	\$ 20.05
2	Provide and repair roof penetration and sheet metal flashings	\$ 12.00 /SF	\$ 7.00 /SF	15% \$ 1.05 /SF	\$ 8.05	\$ 20.05
3	Provide & Install Field fabricated reinforced Membrane	\$ 16.00 /SF	\$ 7.00 /SF	15% \$ 1.05 /SF	\$ 8.05	\$ 24.05
4	Provide & Install Fully adhered 60 mil TPO roof membrane	\$ 16.00 /SF	\$ 7.00 /SF	15% \$ 1.05 /SF	\$ 8.05	\$ 24.05
5	Provide and Install Fully adhered 60 mil TPO Flashing membrane	\$ 16.00 /SF	\$ 7.00 /SF	15% \$ 1.05 /SF	\$ 8.05	\$ 24.05
6	Provide & Install Architectural Shingle Roof	\$ 3.00 /SF	\$ 3.00 /SF	15% \$ 0.45 /SF	\$ 3.45	\$ 6.45
7	Provide & Install 24-gauge Metal Roof	\$ 16.00 /SF	\$ 12.00 /SF	15% \$ 1.80 /SF	\$ 13.80	\$ 29.80
8	Provide & Install Roof Drains	\$ 450.00 /SF	\$ 480.00 /SF	15% \$ 72.00 /SF	\$ 552.00	\$ 1,002.00
9	Provide & Install Mechanically attached PVC membrane Roof System	\$ 16.00 /SF	\$ 8.00 /SF	15% \$ 1.20 /SF	\$ 9.20	\$ 25.20
10	Demo existing roof system and replace roof Insulation with Adhesive	\$ 8.00 /SF	\$ 5.00 /SF	15% \$ 0.75 /SF	\$ 5.75	\$ 13.75
11	Provide and Install 2-ply Modified Bitumen roof membrane	\$ 16.00 /SF	\$ 7.00 /SF	15% \$ 1.05 /SF	\$ 8.05	\$ 24.05

EXHIBIT J

ITEM NO.	COMMODITIES OR SERVICES	LABOR UNIT COST (A)	UNIT COST ON MATERIAL (B)	PERCENTAGE MARK-UP ON MATERIAL C	TOTAL UNIT MATERIAL (D) [(B*C) + B=D]	TOTAL COST (A+D)
12	Provide and install 2-ply Modified Bitumen flashing membrane	\$ 16.00 /SF	\$ 7.00 /SF	15% \$ 1.05 /SF	\$ 8.05	\$ 24.05
13	Provide and install non-skid pedestrian walkway	\$ 3.00 /SF	\$ 3.00 /SF	15% \$ 0.45 /SF	\$ 3.45	\$ 6.45
Total Cost (Line Items 1-13)						\$
14	State a Fixed Trip Charge Per Assigned Service. (Note: One (1) trip charge per assigned service)	\$ 500.00				\$ 500.00
15	Labor-Hourly rate based on Straight time Monday-Friday for Roof technician per hour.	\$ 100.00 /Hourly				\$ 100.00 /Hourly
16	Labor-Hourly rate based on Overtime after 5pm M-F, Saturday, Sunday, and Holidays for Roof technician per hour	\$ 150.00 /Hourly				\$ 150.00 /Hourly
17	Multi-level staging, safety rigging, crane, manlift and other equipment rental percent markup	15 %				15 %
18	Material cost markup percentage for Roof, Gutter, downspout, scuppers, ladders, roof hatch, skylights, and other required materials to complete a roof repair and replacement project.	15 %				15 %



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Music Education Group MOU

ITEM TYPE: Agreement

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Parks & Recreation

BUDGET IMPACT: \$12,000.00

PUBLIC HEARING: No

PURPOSE:

Request Mayor and Council approval of the 2023 - 2024 Music Education Group Memorandum of Understanding to provide music education programming to the youth of Fairburn.

HISTORY:

The Fairburn Parks & Recreation Department is continuing to bring new and innovative programs for our City of Fairburn residents. Music Education Group brings music, film, and digital media-based education to underserved youth and provides every child in Metro Atlanta with an equal opportunity for music education.

FACTS AND ISSUES:

The Music Education Group program will allow us to continue to reengage youth by connecting them to opportunities that are critical needs.

FUNDING SOURCE:

100-6100-52-3911 - Recreation Programs

RECOMMENDED ACTION:

Request Mayor and Council approval of the 2023 - 2024 Music Education Group Memorandum of Understanding to provide music education programming to the youth of Fairburn.

ATTACHMENTS:

1. 2023 - Music Education Group and COF MOU



MEMORANDUM OF AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF FAIRBURN, FOR THE BENEFIT OF ITS DEPARTMENT OF PARKS AND RECREATION, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA (HEREINAFTER THE “CITY”) AND MUSIC EDUCATION GROUP, INC., A GEORGIA NONPROFIT CORPORATION (HEREINAFTER THE “CONTRACTOR”), FOR THE PROVISION OF MULTIMEDIA AND TECHNOLOGY TRAINING AT THE FAIRBURN YOUTH CENTER, LOCATED AT 149 SW BROAD STREET, FAIRBURN, GA 30213.

In consideration of the mutual promises and conditions stated below and in recognition of the Contractor’s role as an independent Contractor and not as an employee of City, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR

- A. Contractor shall conduct music, film and digital media training at Fairburn Youth Center, 149 SW Broad Street Fairburn, GA, 30213.**
- B. Contractor shall be entitled to use the listed facilities on the following day(s), date(s) and times(s):**

FAIRBURN YOUTH CENTER (multipurpose room)

- **Program schedule for Fall 2023 & Winter/Spring 2024 (PROVIDED BY CONTRACTOR)**
 - **Fall Session:** September – December
 - **Winter/Spring Session:** January - May
 - **Days of the Week:** Monday through Thursday
 - **Time:** 4:00pm – 7pm
 - Contractor’s service delivery calendar runs concurrent with the Fulton County School System calendar.
- C. Contractor shall use said facility for the specified programming offered and no other purpose without the prior written consent of City. An event schedule for the services conducted by Contractor shall be provided to City for Term of this Agreement.**

- D. Contractor shall coordinate publicity, flyers, etc., ensuring the recognition of the City of Fairburn Department of Parks and Recreation as a sponsoring agency. All promotional materials must be approved by the City of Fairburn prior to distribution.
- E. Contractor shall include the department seal and logo of the Parks and Recreation Department on any and all promotional materials released on or after the execution of this Agreement.
- F. Advanced Arrangements – Contractor shall coordinate necessary arrangements for program needs with:
- | | |
|-------------------|-----------------------------------|
| a.) Chapin Scott | Telephone: 770-964-2244. Ext. 450 |
| b.) Tashia Mosley | Telephone: 770-964-2244 Ext. 139 |
- G. Contractor shall replace any of City's equipment which is destroyed, stolen or damaged during the course of Contractor's use. City shall not be liable for theft of or damage to Contractor's equipment or other personal property.
- H. Alteration – Contractor shall make no repairs, alterations or additions to the listed facilities and/or grounds without written permission of City. No signs or other material may be affixed to any portions of the facility by nails, tacks, tape, or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces. Structures, including tents, are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by City.
- I. Except for regular staff supplied and directed by City and any sub-contracted worker on behalf of City, Contractor is responsible for obtaining volunteers and paying for all help needed in connection with this program.
- J. All facilities/park exits must always remain open during Contractor's use.
- K. Contractor agrees to abide by all ordinances and regulations of the City of Fairburn, and any other laws and governmental regulations applicable to use of said premises.
- L. In the event of inclement weather, pending adverse weather conditions, or any other conditions which may arise that would put the program in jeopardy, City agrees to make the decisions whether to postpone or cancel an event. If City shall exercise its power as stated in this paragraph, City will provide prior notification of such postponement or cancellation of the subject event to Contractor as soon as is practicable in person, or by telephone or email communication.

M. Contractor shall provide the following:

1. On-site staff and volunteers with adequate training and experience to conduct the program; and
2. All materials needed to operate the program.

N. Contractor shall ensure all staff and volunteers successfully complete a criminal background check through the Fairburn Police Department at no expense to the contractor. All Contractor staff and volunteers must have a background check on file with Music Education Group and the City of Fairburn.

O. All Music Education Group personnel shall be required to maintain a clean and neat appearance on City premises while conducting the program.

P. Contractor will continue to provide statistical data regarding youth participants.

Q. Contractor shall provide all hardware and software required for operating the program.

R. Contractor shall secure the entry system for the facility upon conclusion of each session.

II. LIMITATIONS:

A. Contractor shall not transfer or assign this Agreement without the prior written consent of City.

B. Opportunities to participate in all activities conducted by Contractor will be available to students without regard to race, color, religion, national origin, sex or disability.

III. PROGRAM OVERVIEW:

- Life Skills
- Music Engineering/ Production
- Podcasting
- Songwriting
- Artist Development
- Fundamentals of the Music Industry

IV. DUTIES OF THE CITY

City, in consideration of the above, agrees:

A. Cover the staffing cost of (1) engineer not to exceed \$1500.00 monthly

B. To grant Contractor exclusive rights to operate the program space for term of the agreement.

- C. Ownership rights of all equipment provided by Music Education Group, Inc., is the sole property of Contractor.
- D. City shall be responsible for all permitting and code compliance for any proposed physical improvements associated with the Technology Center.
- E. City agrees to jointly solicit participation from students currently participating in afterschool or teen programming at the Fairburn Youth Center.

V. TERM OF CONTRACT

This Agreement shall be effective as of September 15, 2023, until December 31, 2023; provided, however, that this Agreement may be terminated by either Contractor or City, with or without cause, upon giving thirty (30) days prior written notice to the other.

VI. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws principles. Any dispute arising with regard to the interpretation or meaning of the Agreement which cannot be resolved amicably may be settled by litigation. The parties agree to exclusive venue in the Superior Court of Fulton County, Georgia.

VII. SEVERABILITY

Should any portion of this Agreement be deemed unconstitutional or otherwise unenforceable by a Court or body of competent jurisdiction, then the remaining portions of the Agreement shall remain in full force and effect.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties. Any amendment or modification of this agreement shall not be effective unless in writing and executed by the Parties. If any part of this Agreement is determined to be invalid or unenforceable, the remaining parts of the Agreement shall remain in full force and effect. This Agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as of the date first written above.

IX. AUTHORITY TO SIGN

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized and that the Agreement is a valid and legal agreement binding on the party and enforceable according to its terms.

X. ATTACHMENTS

The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement:

Addendum A – Insurance Requirements

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year indicated next to their signatures.

Music Education Group, Inc.

City of Fairburn, Georgia

Ric Ross/ Board Chairman– Signature

Mario B. Avery, Mayor

Ric Ross/ Board Chairman – Printed

Date: _____

Date: _____

Attest: _____

Brenda B. James, City Clerk

Approved as to Form:

Rory K. Starkey, City Attorney

DRAFT

ADDENDUM A

INSURANCE REQUIREMENTS

Music Education Group shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Music Education Group, their agents, representatives, employees or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Music Education Group shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
3. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officer's officials, and employees; or Music Education Group shall procure a bond guaranteeing payment of losses related to investigations claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The City and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Music Education Group.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

Music Education Group is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City and its officers, officials, employees and volunteers for losses arising from the work performed by Music Education Group for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the City of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Music Education Group shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTOR

Subcontractor means one not in the employment of Music Education Group who is performing all or part of the services under this Agreement under a separate contract with Music Education Group

Music Education Group shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this Agreement. The City may request evidence of subcontractor's insurance.

G. WAIVER OF SUBROGATION

Music Education Group shall require all insurance policies in any way related to the work and secured and maintained by Music Education Group to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the City. Music Education Group shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Music Education Group shall, in addition to any other obligation hereunder agree to indemnify the City of Fairburn and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Fairburn, their agents, elected Officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from claims to have resulted in whole or in part from any actual or alleged act or omission of Music Education Group, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights or other intellectual property rights by Music Education Group in the performance of the work; or c) liens, claims or actions made by Music Education Group or other party performing the work, as approved by the City.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for Music Education Group or his/her subcontractor, as approved by the City of Fairburn, under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the City of Fairburn to enforce this agreement shall be borne by Music Education Group.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Flock Safety 5-Year Contract

ITEM TYPE: Contract

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Police

BUDGET IMPACT: \$36,300 (FY24); \$35,000 (FY25-FY28)

PUBLIC HEARING: No

PURPOSE:

The purpose of this requested approval is to continue the partnership with Flock Safety and the resources that are provided, solely the license plate reader (LPR) camera systems that are placed around the City of Fairburn. This contract will lock in the rate (per camera) and provide the police department with the ability to properly project budget requests for future fiscal budgets.

HISTORY:

Flock Safety is a popular company that specializes in license plate reader cameras that started back in 2018. The City of Fairburn's Police Department was one of the first ones to partner with them. As the popularity of the company has skyrocketed, the cost per camera has seen a steady increase due to demand. The Fairburn Police Department currently has thirteen (13) cameras stationed around the city.

FACTS AND ISSUES:

As of today, the current cost per camera is \$2,500. The 5-year contract presented for approval locks the price at \$2,500 per camera. The price per camera at the end of calendar year 2023 is expected to increase to \$3,000 per camera.

FUNDING SOURCE:

Other Contract Services: 100-3200-52-3900

RECOMMENDED ACTION:

Request Mayor and Council approval of a 5-year contract with Flock Safety to lock in the rate of \$2,500 per camera and authorize the Mayor to execute the contract with such changes as are recommended by the City Attorney.

ATTACHMENTS:

1. GA - Fairburn PD - Law Enforcement Agreement

Flock Safety + GA - Fairburn PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Darwin Aldrich
darwin.aldrich@flocksafety.com
7702312603



EXHIBIT A
ORDER FORM

Customer: GA - Fairburn PD
Legal Entity Name: GA - Fairburn PD
Accounts Payable Email: bstephens@fairburn.com
Address: Attn: Accounts Payable
56 Malone Street Fairburn, Georgia 30213

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$35,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	13	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00

Subtotal Year 1:	\$36,300.00
Annual Recurring Subtotal:	\$35,000.00
Discounts:	\$32,500.00
Estimated Tax:	\$0.00
Contract Total:	\$176,300.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$36,300.00
Annual Recurring after Year 1	\$35,000.00
Contract Total	\$176,300.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$32,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - Fairburn PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Temporary Fire Station Apparatus Bay Overhead Doors

ITEM TYPE: Agreement

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Buildings

BUDGET IMPACT: \$57,731.00 - 230-0000-54-1300 Building Improvements

PUBLIC HEARING: No

PURPOSE:

Mayor & Council to approve the purchase and installation of overhead doors for Temporary Fire Station Apparatus Bay located at 8563 Bohannon Road.

HISTORY:

Mayor & Council approved the purchase and installation of the Apparatus Bay at the January 23, 2023 Council Meeting. The structure has been erected and ready for the next phase.

FACTS AND ISSUES:

According to the City's Procurement policy, purchases may be made utilizing suppliers having a requirements contract/annual agreement with any public entity for Goods, Services, or Professional Services described in such contract. Through the U.S. General Services Administration contract, DH Pace will provide and install the overhead doors for the Temporary Fire Station Apparatus Bay located at 8563 Bohannon Road in an amount not to exceed \$57,731.00.

FUNDING SOURCE:

Building Improvements - 230-0000-54-1300 (\$57,731.00)

RECOMMENDED ACTION:

Request Mayor and Council approval for the purchase and installation of overhead doors for Temporary Fire Station Apparatus Bay located at 8563 Bohannon Road in an amount not to exceed \$57,731.00, utilizing GSA vendor DH Pace (Overhead Door of Atlanta).

ATTACHMENTS:

1. 9-14-2023 City of Fairburn (Model 610 RSDs with Operators) - DH Pace GSA Quote BV-118902
2. Door rendering
3. Pages from GSA Contract 0YJHGA.3U9UAY_47QSWA20D002B_47QSWA20D002B

Cage # 33QG5
UEI # W68BBQNRYY89

Customer Name: City of Fairburn
Address: 8563 Bohannon Rd
City, State, Zip: Fairburn, GA 30213
Attn: Dana Smith
Phone: 770-634-3196
Sales: Brandon Vaughn // 404-387-5307 // Brandon.Vaughn@DHPace.com

**Location: City of Fairburn
Rolling Service Doors with Operators
8563 Bohannon Rd
Fairburn, GA 30213**

Contract #: 47QSWA20D002B
Prices quoted are effective for 90 Days
FOB Point: Origin
Warranty: Standard Commercial
Standard Delivery: 30 Days ARO. Expedited Shipping may be available.

KSC Rep: Norman Harvey

GSA Proposal

Item	Catalog No.	Description	Unit Qty	Unit Price (sell)	Amount
SIN 334290 PRODUCTS					
1		OPEN MARKET		\$ -	\$ -
2	Model 610, 14' x 14', with RSX Operator, Fenestration	Overhead Door - Model 610 Rolling Steel Door, Model 610, with new RSX Operator, with Plexiglass Windows	2	\$ 16,844.18	\$ 33,688.36
3	Model 610, 14' x 14', with RSX Operator	Overhead Door - Model 610 Rolling Steel Door, Model 610, with new RSX Operator	2	\$ 10,259.18	\$ 20,518.36
4		Rental Equipment - 26' Scissor Lift and 5K Forklift	1	\$ 2,383.96	\$ 2,383.96
5					
LABOR SIN 561210SB					
6		Labor & Installation	95	\$ 101.60	\$ 9,652.00
7				\$ -	\$ -
ANCILLARY Truck Charge					
8		Ancillary Truck Charge	12	\$ 54.86	\$ 658.32
9				\$ -	\$ -
Total					\$ 66,901.00

Material: SIN 334290	\$ -
Open Market	\$ 56,590.68
Labor SIN 561210SB	\$ 9,652.00
ANCILLARY Truck Charge	\$ 658.32
Total:	\$ 66,901.00

Notes:

SCOPE OF WORK:

At (4) existing opening in new metal building:

Furnish and install (4) new 610 Series rolling steel service doors with new RSX electric operators.

(2) rear doors to have all solid slats

(2) front doors to have (297) 10" x 1" plexiglass windows.

Windows will start approx. 4ft above ground up to approx. 10ft

11 windows across each slat, 27 slats high.

Doors to come in choice of white, tan, gray, or brown finish.

Springs rated at 20,000 cycles

Operator to include photo eye safety, 3-button wall control and extra photo eye for fire truck traffic

We will connect to customer-supplied 20-amp dedicated single-phase disconnect with 6' whip to be located within 3' of operator location.

610 Series Rolling Steel Service Doors

Rolling steel door model 610 is a perennial best-seller for good reason. The standard features exceed the norm for quality and a myriad of options allow for true customization. The Model 610 is built with a standard galvanized steel curtain, or an optional stainless steel or aluminum curtain. The standard curtain slat is the attractive C-187 curved profile, with additional slat options available in curved and flat. Finishes range from four standard colors to approximately 200 powder coat colors or matched to your specification. A host of other options — including motor operation, pass doors, exhaust ports, between-jambs mounting, cylinder locks and special usage packages — allow the 610 to be adapted to any environment.

RSX™ Model - Commercial Operator

The new RSX™ standard duty commercial operators from Overhead Door Corporation provide easy operation with superior functionality for the most stringent applications. This functionality comes from many innovative, state-of-the-art performance features. The Continuous duty motor is available in 1/2, 3/4 and 1 horsepower, single or three-phase. Totally enclosed non-ventilated (TENV) construction, and totally enclosed fan cooled (TEFC) construction units are available as options. The On Board Radio Receiver is a standard feature that can add radio functionality to every job with no additional cost for the receiver. Primary reduction is Super Belt™, an auto tension poly-V flex belt that does not require adjustment. Secondary reduction is by chain and sprocket. Direct Coupling provides fast, easy installation with fewer parts and better structured support. Prevents chain slacking. Includes a Mechanical 24V DC Disc BrakeSystem with fewer mechanical parts for improved reliability. LCD (Liquid Crystal Display) clearly displays the exact number of cycles logged for easy maintenance support.

Exclusions:

- Permitting
- Engineering
- Removal of obstructions: (utilities, structural components, bollards, etc)

All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

Send Orders To: gsasolutions@dhpac.com	
The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.	
Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (TERMS AND CONDITIONS) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.	
BUYERS ACCEPTANCE	
TYPE OR PRINT NAME OF BUYER	Business Size: Large Payment Terms: Net 30 Government Purchase Cards: Accepted
SIGNATURE OF: ☐ Owner ☐ Partner ☐ Officer (Indicate Which)	ACCEPTANCE DATE: ____/____/____ MM / DD / YYYY

Overhead Door Co of Atlanta

a DH Pace Co
5105 Avalon Ridge Parkway NW
Peachtree Corners, GA 30071

Brandon Vaughn, Sales Rep
Mobile: (404) 387-5307
Email: Brandon.Vaughn@dhpace.com

The Genuine. The Original.



Proposal #: bv-118902

PROPOSAL SUBMITTED TO: City of Fairburn (revised 09/14/2023)			Date 9/7/2023	Attention Dana Smith
STREET 8563 Bohannon Rd			Job Name City of Fairburn	
City Fairburn	State GA	ZipCode 30213	Job Location Fairburn	
Phone Number 770-634-3196	Fax Number		Job Phone 770-634-3196	

OHD of Atlanta Scope of Work:

At (4) existing opening in new metal building:

Furnish and install (4) new 610 Series rolling steel service doors with new RSX electric operators.

(2) rear doors to have all solid slats

(2) front doors to have (297) 10" x 1" plexiglass windows.

Windows will start approx. 4ft above ground up to approx. 10ft

11 windows across each slat, 27 slats high.

Doors to come in choice of white, tan, gray, or brown finish.

Springs rated at 20,000 cycles

Operator to include photo eye safety, 3-button wall control and extra photo eye for fire truck traffic

We will connect to customer-supplied 20-amp dedicated single-phase disconnect with 6' whip to be located within 3' of operator location.

Price: \$66,901.00

PROPOSAL TO INCLUDE THE FOLLOWING:

610 Series Rolling Steel Service Doors

Rolling steel door model 610 is a perennial best-seller for good reason. The standard features exceed the norm for quality and a myriad of options allow for true customization. The Model 610 is built with a standard galvanized steel curtain, or an optional stainless steel or aluminum curtain. The standard curtain slat is the attractive C-187 curved profile, with additional slat options available in curved and flat. Finishes range from four standard colors to approximately 200 powder coat colors or matched to your specification. A host of other options — including motor operation, pass doors, exhaust ports, between-jambs mounting, cylinder locks and special usage packages — allow the 610 to be adapted to any environment.

Sectional Steel Doors 424 Series

Section Steel Door model 424 are designed for heavy-duty use in a variety of commercial and industrial applications. This door features a 2" panel thickness, 16-gauge steel intermediate and end stiles, ribbed steel exterior and a white paint finish. The Model 424 is available in sizes up to 30'2" in width and 24'1" in height, and is also available in Industrial Brown. Numerous options including weather stripping, reinforced struts, movable center posts and motor operation allow these heavy-duty doors to meet nearly any project requirements.

RSX™ Model - Commercial Operator

The new RSX™ standard duty commercial operators from Overhead Door Corporation provide easy operation with superior functionality for the most stringent applications. This functionality comes from many innovative, state-of-the-art performance features. The Continuous duty motor is available in 1/2, 3/4 and 1 horsepower, single or three-phase. Totally enclosed non-ventilated (TENV) construction, and totally enclosed fan cooled (TEFC) construction units are available as options. The On Board Radio Receiver is a standard feature that can add radio functionality to every job with no additional cost for the receiver. Primary reduction is Super Belt™, an auto tension poly-V flex belt that does not require adjustment. Secondary reduction is by chain and sprocket. Direct Coupling provides fast, easy installation with fewer parts and better structured support. Prevents chain slacking. Includes a Mechanical 24V DC Disc Brake System with fewer mechanical parts for improved reliability. LCD (Liquid Crystal Display) clearly displays the exact number of cycles logged for easy maintenance support.

Exclusions:

- Permitting
- Engineering

- Removal of obstructions: (utilities, structural components, bollards, etc)

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect."

All applicable taxes, labor, and material included in price. Please allow weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

see above

Signature

Brandon Vaughn, Territory Sales Rep

Direct Dial: (404) 387-5307

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Technical drawing of a rectangular structure, likely a container or enclosure, showing dimensions and internal layout. The overall dimensions are 14' 0" wide and 16' 0.5" high. The internal structure features a grid of 10 columns and 10 rows of small rectangular elements, possibly components or modules. The drawing includes dimension lines and labels for the overall size and the internal grid dimensions (14' 0" and 16' 0.5").



GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>. For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.

Multiple Award Schedule

Security and Protection - Security Systems (FSC/PSC Code : 6350)
Security and Protection - Protective Equipment (FSC/PSC Code : 5820)
Information Technology - IT Software (FSC/PSC Code : 7A21)
Facilities - Facilities Solutions (FSC/PSC Code : J035)
Miscellaneous - Complementary Special Item Number

Contract Number:
47QSWA20D002B

Period Covered by Contract:
December 11, 2019 - December 10, 2024

D. H. Pace Company, Inc.
1901 E 119th St
Olathe, KS, 66061-9502
Phone: (816) 221-0543
Fax: (855) 295-0092

Website: <https://www.dhpace.com/>
Contract Administrator: Holly Terhune
E-Mail: GsaSolutions@dhpace.com

Business Size: Large Business
UEI: W68BBQNRYY89

For more information on ordering on ordering go to the following website:
<https://www.gsa.gov/schedules>.

Price List Current through Modification PS-0047 (effective Aug 01, 2023)
Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	SIN Title
334290	Security and Detection Systems
511210	Software Licenses
334220	Surveillance Systems, Wearable Body Cameras, and Vehicular Video
561210SB	Smart Building Systems Integration
ANCILLARY	Ancillary Supplies and Services
OLM	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply: **See Price List.**

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: **See Page 5.**

2. Maximum order:

SINs	Maximum Order
561210SB	\$1,000,000
511210	\$500,000
All other SINs	\$250,000

3. Minimum order: **\$100**

4. Geographic coverage (delivery area): **Domestic**

5. Point(s) of production (city, county, and State or foreign country): **US, TW, PL, MX, MA, KR, JP, FI, ES, CA**

6. Discount from list prices or statement of net price: **Government Net Prices**

7. Quantity discounts: **Additional 1% for orders of \$50,000+; Additional 2% for orders of \$100,000+**

8. Prompt payment terms: **Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.**

9. Foreign items (list items by country of origin): **US, TW, PL, MX, MA, KR, JP, FI, ES, CA**

10a. Time of delivery: **30 Days ARO**

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list: **1-30 Days ARO pending stock availability**

10c. Overnight and 2-day delivery: **Contact Contractor**

10d. Urgent Requirements: **Contact Contractor**

11. F.O.B. point(s): **Origin**

12a. Ordering address(es):

**D. H. Pace Company, Inc.
1901 E 119th St
Olathe, KS, 66061-9502**

12b. Ordering procedures: **See Federal Acquisition Regulation (FAR) 8.405-3.**

13. Payment address(es): **Same as ordering address**

14. Warranty provision: **Standard Commercial Warranty**

15. Export packing charges, if applicable: **Not Applicable**

16. Terms and conditions of rental, maintenance, and repair (if applicable): **Not Applicable**

17. Terms and conditions of installation (if applicable): **Not Applicable**

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): **Not Applicable**

18b. Terms and conditions for any other services (if applicable): **Not Applicable**

19. List of service and distribution points (if applicable): **Not Applicable**

20. List of participating dealers (if applicable): **Not Applicable**

21. Preventive maintenance (if applicable): **Not Applicable**

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): **Not Applicable**

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: <https://www.Section508.gov/>.

Not Applicable

23. Unique Entity Identifier (UEI) number: **W68BBQNRYY89**

24. D. H. Pace Company, Inc. is registered in the System for Award Management database with an expiration of November 17, 2023.

Service Descriptions

Technician I (CED)

Functional responsibilities: Supports Commercial Entry Door projects. Install, repair, and service interior, exterior, or automatic openings. Install, repair, service integrated security systems for their electronic security and fire/life safety requirements. Maintain and repair custom openings, also includes working on the repair of electric openers and other components. Is able to assess and perform service to repair commercial entry doors, security integration, and access control with capabilities to provide electrical service if necessary. Offering preventative maintenance for commercial entry door openings to keep your doors operational and safe. Entry door, hardware and key systems. Fire door inspection and labeling.

Minimum Education: High School

Minimum Years of Experience: 1 year

Technician II (COD)

Functional responsibilities: Supports Commercial Overhead Door projects. Install, repair, and service Gate systems, High speed doors, Rolling steel doors, Dock levelers, and edge of docks.

Minimum Education: High School

Minimum Years of Experience: 2 years

Truck Charge

Description: Consumables on vehicle (i.e., misc. stocked materials)

SIN	Service	Unit of Issue	GSA Price
561210SB	Technician I (CED)	Hour	\$126.95
561210SB	Technician II (COD)	Hour	\$149.62
ANCILLARY	Truck Charge	Each	\$54.86



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Janitorial Services Contract

ITEM TYPE: Contract

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Buildings

BUDGET IMPACT: \$107,136 - 100-1565-52-3900 General Fund Contract Services

PUBLIC HEARING: No

PURPOSE:

To award ITB 23-011 Janitorial Services for the City of Fairburn to RZA Facility Services, LLC.

HISTORY:

The City of Fairburn's current vendor's contract expires on October 7, 2023. On April 27, 2023, the City released RFP No. 23- 011 for Janitorial Services for various city buildings.

FACTS AND ISSUES:

The City of Fairburn has numerous actively utilized buildings which require routine janitorial services. Our current vendor's contract expires on October 7, 2023 and to ensure proper workplace sanitation, continual janitorial services are required.

FUNDING SOURCE:

General Fund Contract Services - 100-1565-52-3900

RECOMMENDED ACTION:

Request Mayor and Council approval to award RFP 23-011 for Janitorial Services (various buildings) to RZA Facility Services in an amount not to exceed \$107,136 and to authorize the Mayor to execute an agreement in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney.

ATTACHMENTS:

1. Professional Services Contract RZA Facility Services LLC



PROFESSIONAL SERVICES JANITORIAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this by and between, **RZA Facility Services LLC** a Georgia Limited Liability Company (LLC) and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("**City**").

Recitals:

- A. The city desires to secure professional and consultation services for Janitorial Services under the Request for Proposal #23-011 (the "**Project**").
- B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.
- C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.
- D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Recitals. The foregoing recitals are true and correct and incorporated herein.

Attachments: The following documents are attached and are incorporated herein by reference:

- Exhibit A: Consultant Proposal
- Exhibit B: Request for Proposals RFP #23-011 (referenced herein)
- Exhibit C: Drug-Free Workplace Certification
- Exhibit D: Georgia Security and Immigration Compliance Act Affidavit
- Exhibit E: Non-Collusion Affidavit
- Exhibit F: Final Proposal Cost

Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the City's Request for Proposals RFP #23-011: Janitorial Services (the "RFP"):

- (a) Professional Services indicated in the RFP (Exhibit B).
- (b) Compile or provide the necessary database of information to complete the scope of work.
- (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports.
- (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services.
- (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

Contractor's Compensation. For the services to be performed by Contractor described in Section 3 hereof, Contractor will be compensated by the city as outlined in Exhibit F – Cost Proposal. Payments will be due as follows:

- (a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City.
- (b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City.

No expenses of Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. The contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. The contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

1.1 *Contractor Personnel.* The contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

- (a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project.
- (b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders.
- (c) Establish procedures and guidelines for responding quickly to requests for information and documentation.

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

Duration and Termination. This Agreement shall remain in effect for an initial term beginning May 8, 2023 and shall terminate absolutely and without further obligation on the part of City at the close of the calendar year in which it is executed. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor; provided, however, in the event that Contractor defaults with respect to any of its obligations hereunder, the City may terminate this Agreement immediately, with or without notice. In the event of such termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. The contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations.

Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

Insurance and Indemnity.

(a) *General Liability and Automobile Liability.* Contractor shall purchase and maintain in force during the term of the Agreement, at its own cost and expense, to protect the Contractor, the City, its officials, agents, and employees, from and against any and all liabilities arising out of or in connection with Contractor's performance of the Contract work:

(i) Commercial general liability insurance with coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract.

(ii) Automobile liability insurance with policy limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

(b) *Professional Liability.* Contractor shall purchase and maintain in force during the term of the Agreement Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Agreement in the amount of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

(c) *Indemnification.* The contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.

Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or

no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. Eastern Standard Time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Non-Discrimination. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider for standard commercial supplies of raw materials.

Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

**RZA Facility Services, LLC
7 Pear Court
Sharpsburg, GA 3027
Mr. Jose Alvarado**

RZA FACILITY SERVICES LLC, a Limited
Liability Company

By: _____

Date signed by Contractor:

_____, 2023

[CORPORATE SEAL]

CITY:

Address:

**City of Fairburn
56 Malone St., SW
Fairburn, GA 30213**

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2023

Approved as to form:

Rory K. Starkey, City Attorney

Attest: _____
Brenda B. James, City Clerk

[SEAL]

EXHIBIT A



Request for Proposal No. 23-011

Janitorial Services (Various Buildings)

Release Date: Thursday, April 27, 2023

Site Pre-Bid Conference
Friday, May 5, 2023, starting at 9:00 a.m. est.

PROPOSAL DUE DATE:
Thursday, May 18, 2023, at 2:30 p.m. EST.

Instructions to Offerors:

1. All communications regarding this solicitation must be with the Purchasing Manager, Tyra Little, tlittle@fairburn.com.
2. All questions or requests for clarification must be sent via email no later than **Wednesday, May 10, 2023, at 4:00 p.m. EST**. Questions received after this date and time may not be answered. One (1) original document and one (1) flash drive of the original document to be submitted by May 18, 2023, at 2:30 p.m. Only the names of the proposers submitting documents will be given.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bidnetdirect.com or sent directly to plan holders.
4. The City of Fairburn reserves the right to reject all bids and to waive technicalities and informalities, and to make an award in the best interest of the City of Fairburn.
5. The City of Fairburn is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation. The City of Fairburn reserves the right to award to more than one contractor.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Fairburn Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this Request for Proposal (RFP).

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Fairburn, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Fairburn.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Fairburn reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from the opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

(Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. has not been violated and will not be violated in any respect.

Authorized Signature Jose Alvarado Date 05/18/2023

Print/Type Name Jose Alvarado

Print/Type Company Name Here RZA Facility Services LLC

PROPOSAL CONDITIONS



1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under the approved Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Fairburn's Purchasing Policies.
- 2.5 The Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens

PROPOSAL CONDITIONS

are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.

- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will always have someone in attendance who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons in the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the city.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purposes related to the work. The initial Project Manager shall be Mr. Dana Smith.

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- 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
- 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 3.9.3 If the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Administrator (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care"). The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Fairburn regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

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- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the way they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

- 6.1 While performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery, and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions for the safety of, and shall provide the

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necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. The Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City and delivered or performed by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Fairburn, GA, Accounts Payable, 56 Malone St SW, Fairburn, GA 30213. ACH payment is the preferred method of payment to all vendors.
- 9.7 The Service Provider will agree to comply with the City of Fairburn's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Fairburn for work done, materials furnished,

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costs incurred or otherwise arising out of this contract and shall release the City from all further claims related to the payment for services and materials furnished in connection with this Agreement.

- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, Fulton County, the City of Fairburn, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be always followed. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by

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the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility as a consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by

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constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

- (1) Commercial general liability insurance with coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

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12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$250,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$250,000, if the Contract is \$1,000,000 or more, unless approved by the City Administrator. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Administrator.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If the Service Provider has any employee working on City property, the Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

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12.7.9 Other Insurance Requirements. All insurance policies are required by this Section, shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried out with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Administrator shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Administrator with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Administrator may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it

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determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.
Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The city approves the sub-Service Providers listed in the Request for Proposals.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the

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Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

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- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization,

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arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

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17. CITY'S AUTHORIZED REPRESENTATIVE

18.

During the term of this Contract, the City Administrator or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- 20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider: RZA Facility Services LLC
7 Pear Court Sharpsburg, GA 30277

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

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21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.1.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

21.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically

PROPOSAL CONDITIONS

characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such party's relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

PROPOSAL CONDITIONS

- 23.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.

PROPOSAL CONDITIONS

- 23.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its

PROPOSAL CONDITIONS

duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or requested thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination, or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

PROPOSAL CONDITIONS

- 23.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten. (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages. (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

PROPOSAL CONDITIONS

24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.
- 24.3 INVOICES, the provider must submit their invoices to City of Fairburn Finance Department for payment of services. Send to:

City of Fairburn
56 Malone Street SW
Fairburn, Georgia 30213
Accounts Payable

End of Proposal Conditions.

Request for Proposal 23-011 Janitorial Services

GENERAL INFORMATION

The City of Fairburn is seeking a proposal for janitorial services from certified, experienced, and licensed Janitorial Contractors with proven references in providing quality services for commercial customers. This Request for Proposal shall include the work required to meet the scope of work and any resulting contract. The purpose of this request for proposals is to secure the services of a professional, certified provider equipped to manage and coordinate labor, and supplies necessary to meet janitorial cleaning services detailed in the specifications.

SPECIFICATIONS

All specifications for the work are the sole property of the City of Fairburn and intended solely for use in the work contemplated in such specifications. If there are any discrepancies in or omissions from, the specifications, or if the Responder is in doubt as to the true meaning of any part of the Contract document, they shall request clarification from the Purchasing Department. Such a request shall be in writing and shall be made not less than 5 days before the opening of the proposal.

The City of Fairburn shall not be liable for oral interpretations given by any City of Fairburn employee, representative, or others. Interpretations in response to inquiries for any Responder, clarifications, or corrections issued in the form of addendum shall be posted on the website for each Responder to see. If the Responder does not request clarification regarding methods of performing work or the material required, their proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

Building/Department Name	Address	Frequency	# Restrooms	Flooring	Sq Footage
City Hall	56 Malone Street SW, Fairburn, GA 30213	daily	3	Carpet and Tile	6700
Human Resources	131 WASHINGTON Street Fairburn, GA 30212	daily	1	Carpet and Tile	1200
Utilities	106 Howell Ave Fairburn, GA 30213	daily	2	Carpet and Tile	7000
Streets Garage & Shop	102 Howell Ave Fairburn, GA 30213	daily	3	Carpet and Tile	3000
Police HQ	191 W Broad Street, Fairburn GA 30213	daily	5	Carpet and Tile	6500
Fire HQ/Youth Center	149 SW Broad Street, Fairburn GA 30213	daily	3	Carpet and Tile	15000
Fairburn Annex	40 Washington Street, Fairburn GA 30213	Weekly	2	Carpet and Tile	3000
Municipal Court Building	26 W Campbellton Street, Fairburn GA 30213	daily	2	Carpet and Tile	6700
Fairburn Education Campus Classroom Building 2	320 Northwest Broad Street, Fairburn GA 30213	Daily	5	Carpet and Tile	18000
Fairburn Education Campus Outbuilding	320 Northwest Broad Street, Fairburn GA 30213	Daily	1	Carpet and Tile	2200

These buildings will start requiring cleaning this fall but pricing is requested in this proposal Pricing must be in a separate sealed envelope.

Required Supplies: The Service Provider will stock and supply the following items:

- A. Cleaning supplies*must be approved by the city prior to use.
- B. Trash can liners/Trash bags
- C. Paper Towels

Request for Proposal 23-011 Janitorial Services

- D. Hand towels
- E. Hand Soap
- F. Hand sanitizer for dispensers
- G. Toilet Paper
- H. Toilet seat covers.
- I. Mops & Buckets
- J. Vacuums

Scope of Work: Cleaning Services:

- Cleaning services are to be provided during the city's regular office hours, which are from 08:00a.m. to 05:00 p.m. Monday through Friday.
- The daily cleaning of City Hall shall include cleaning of the Council Chambers.
- No cleaning will be required for City Holidays. The City of Fairburn's calendar is found on the city's website and lists which holidays the city observes.
- At any time during the term of the contract, the city reserves the right to adjust the specifications with the scope of work.

A. Restrooms:

- 1) Sweep and mop bathroom floors using hospital grade cleaner/disinfectant.
- 2) Clean toilets, urinals, sinks, showers, mirrors, countertops, and plumbing fixtures
- 3) Clean ceramic walls around urinals
- 4) Clean toilet and urinal partitions
- 5) Stock hand soap, hand towels, hand sanitizer and toilet paper
- 6) Damp wipe with disinfectant the entire surface of tiled and vinyl wall sections monthly or as needed.
- 7) Remove hard water deposits, mold, mildew, soap film from all tiled floors monthly or as needed.

B. Floors:

- 1) Sweep and wet mop all floors in public entryways, hallways and kitchen/breakrooms
- 2) Restore bright finish to kitchen floors monthly
- 3) Vacuum all carpeted areas Monday, Wednesday and Fridays and spot clean carpet as needed.
- 4) Any deep cleaning recommendations will need to be assessed and presented to leadership for approval prior to service.
- 5) Gym floor in the Youth Center will be cleaned by the city's Recreation Staff.
- 6) Dust and clean baseboards of dust, dirt, and smudges monthly or as needed
- 7) Vacuuming shall include all carpeted offices, cubicles, accessible file and storage rooms, conference rooms, training rooms and waiting rooms

C. Kitchen/Break Rooms:

- 1) Clean countertops, tabletops, sinks, microwaves, and refrigerators exteriors (3) times per week. Clean refrigerators interior weekly on Fridays after 3pm. City staff will be notified that any food items left in the refrigerators after 3 pm shall be discarded.
- 2) Spot clean wall coverings as needed.

D. Lobbies

Clean and disinfect all surfaces, susceptible to personal contact.
i.e., counters, door handles, water fountains, glass partitions, pens.

Request for Proposal 23-011 Janitorial Services

E. Entryways:

- 1) Clean both sides of the door glass.
- 2) Clean doorframes, kick plates, thresholds, and hardware
- 3) Please alert Streets department to remove any yard debris discovered on the exterior of the entryway for removal.

F. Conference Rooms, Offices, Council's Chambers and Waiting Rooms

- 1) Dust and polish desks, credenzas, tables, bookshelves and all other furniture
- 2) Clean and disinfect phones.
- 3) Dust computers and clean keyboards, monitors and mice weekly or as needed.
- 4) Monitors shall be cleaned with an appropriate product designed for such purposes.
- 5) Vacuum furniture monthly or as needed.

G. Clean marks and stains from furniture as needed.

H. High Dusting and Cleaning

- 1) Dust door frames, moldings, pictures, windowsills, doorframes, cabinet cubicle and appliance top monthly or as needed. Wall corners shall have no cobwebs.
- 2) Dust and clean window blinds and interior shutters monthly or as needed.
- 3) Clean inside windows (2) times a month
- 4) Clean overhead light fixtures of bugs, dirt and dust buildup as needed.

I. Trash/Recycling Collection and Disposal

- 1) Empty all trash containers and dispose of garbage in the city cart with the closest proximity to the property being serviced.
- 2) Clean and remove trash, empty containers, dirty rags, etc. from janitor closets. Mops Mopheads and other cleaning apparatuses shall be cleaned and stored upright. Excess water shall be removed from the mophead prior to storing.
- 3) All cleaning apparatuses shall be stored orderly.

Performance Period:

The work shall begin within ten (10) days after the contract signing without unreasonable delay and without suspension of work unless authorized in writing by the City. Unless adversely affected by the previous statement, the Performance Period shall run from June 1, 2023, through December 31, 2023. The city will renew for two (2) additional one (1) year terms. The contract will terminate June 1, 2026. The specifications are based on requirements to ensure that the lowest practical cost and highest practical quality of services are obtained at quality prices using the latest technology.

Basis of Award:

Award of proposal shall be made based on technical capability, determination, qualifications, experience, price, and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment. The City designated evaluators shall weigh these factors from each Responder and be the sole judge as to the relative merits of each Responder.

REQUEST FOR PROPOSAL

I. REQUEST FOR QUALIFICATION PROCESS

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of the RFP and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. References
5. Previous Experience – Project References
6. Cost Proposal (must be in a separate envelope)

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- ii. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Fairburn, Georgia, and the office from which projects will be managed.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the most responsible and responsive consultants submitting qualifications which are deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposals are most advantageous to the city:

A. Approach

1. **Methodology(ies):** This should demonstrate the firm's understanding of the nature of the work and approach to be taken. This should include addressing project objectives, scope of work, the proposed approach, and any other pertinent elements.

REQUEST FOR PROPOSAL

B. Qualifications and Experience of the Consultant Firm(s)

1. Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three references with names, addresses, and phone numbers of those familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature.

C. Qualifications and Experience of Key Staff

1. Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes If applicable.

D. Cost Proposal

1. Provide a proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee. **Cost must be in a separate envelope with RFP 23-011 Janitorial Service on the outside of the envelope.**

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the City.

Criteria	Points
Approach	25
Qualifications and Experience of the Consultant Firm(s)	30
Qualifications and Experience of Key Staff	25
Clarity of the proposal and creativity/thoroughness in addressing the tasks required	20
Highest Possible Score	100

Due Date: May 18, 2023. One (1) original proposal and one (1) flash drive must be submitted. Proposals will not be accepted after 2:30 p.m. May 18, 2023. Deliver to:

Purchasing City of Fairburn 56 Malone Street SW Fairburn, GA 30213

RFP Number: 23-011, Janitorial Services

Pre-bid Conference: Wednesday, May 5, 2023, at 9:00 a.m. EST

Questions Due: Wednesday, May 10, 2023, at 4:00 p.m. EST

Proposal Due Date: Thursday, May 18, 2023, at 2:30 p.m. EST

REQUEST FOR PROPOSAL

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included as page two (2) of this RFP, and Exhibit A-F must be attached and must be signed by a person authorized to legally bind the company.

REQUEST FOR PROPOSAL

WITHDRAWAL REQUEST

City of Fairburn Purchasing Department

tlittle@fairburn.com

- a. Prior to the due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's proposal, and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the city to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. The offer will not retype the enclosed contract.

II. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the RFP and will perform the services specified and for the privilege of doing so on the City of Fairburn premises. I understand that, upon proper acceptance of this offer by the City of Fairburn, a contract will thereby be created.

Given under my hand this _____ 18 _____ day of May, 20 23.

RZA Facility Services LLC

Name of Firm

Joe I. Riba

Signature

President

Title

7 Pear court Sharpsburg GA 30277

Business Address

jose.alvarado@kbs-services.com

Email address

Sworn to and subscribed before me this

_____ 18 _____ day of May, 20 23.

Notary Public

My commission expires on the above date.

RFP NO. 23-011 JANITORIAL SERVICES

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: RZA Facility Services LLC

Address: 7 Pear court Sharpsburg GA 30277

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

1899355
E Verify™ Company Identification Number

10/05/2022
Date of Authorization

Jose Alvarado
BY: Authorized Officer or Agent
(Name of Person or Entity)

05/18/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

18 DAY OF May, 2023

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*** Or any subsequent replacement** 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. 99-60

RFP NO. 23-011 JANITORIAL SERVICES

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1899355

Federal Work Authorization User Identification Number

10/05/2022

Date of Authorization

Jose Alvarado

Name of Subcontractor

Janitorial Service

Name of Project

City of Fairburn

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18 DAY OF May, 2023

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

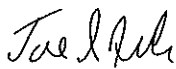
RFP NO. 23-011 JANTORIAL SERVICES

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with RZA Facility Services LLC (Service Provider), Jose Alvarado (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

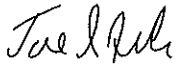
RZA Facility Services LLC
Company Name
 05/18/2023
BY: Authorized Officer or Agent Date
(Service Provider Signature)
President
Title of Authorized Officer or Agent of Service Provider

Jose Alvarado
Printed Name of Authorized Officer or Agent

RFP NO. 23-011 JANITORIAL SERVICES

PURCHASING POLICY ADDENDUM

I, Jose Alvarado, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned. Please email tlittle@fairburn.com if you need the addendum documents.



05/18/2023

BY: Authorized Officer or Agent
(Service Provider Signature)

Date

President

Title of Authorized Officer or Agent of Service Provider

Jose Alvarado

Printed Name of Authorized Officer or Agent Date

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for Janitorial Service

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. X I am a United States citizen.

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Jose Alvarado Date: 05/18/2023

Printed Name: Jose Alvarado

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 18 day of May, 20 23

Notary Public: _____

My Commission Expires: _____

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

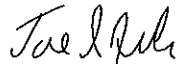
Dated this 18 day of May, 2023

RZA Facility Services LLC

(Name of Organization)

President

(Title of Person Signing)



(Signature)

23-011

(Bid Number)

STATE OF Georgia)

COUNTY OF Fulton)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 18 day of May, 2023.

Notary Public Signature

My Commission Expires: _____



Request for Proposal No. 23-011

Janitorial Services (Various Buildings)

Release Date: Thursday, September 14, 2023

Site Pre-Bid Conference

Friday, May 5, 2023, starting at 9:00 a.m. est.

PROPOSAL DUE DATE:

Thursday, May 18, 2023, at 2:30 p.m. EST.

Instructions to Offerors:

1. All communications regarding this solicitation must be with the Purchasing Manager, Tyra Little, tlittle@fairburn.com.
2. All questions or requests for clarification must be sent via email no later than **Wednesday, May 10, 2023, at 4:00 p.m. EST**. Questions received after this date and time may not be answered. One (1) original document and one (1) flash drive of the original document to be submitted by May 18, 2023, at 2:30 p.m. Only the names of the proposers submitting documents will be given.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bidnetdirect.com or sent directly to plan holders.
4. The City of Fairburn reserves the right to reject all bids and to waive technicalities and informalities, and to make an award in the best interest of the City of Fairburn.
5. The City of Fairburn is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation. The City of Fairburn reserves the right to award to more than one contractor.

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP). The price or prices offered herein shall apply for the period stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the City of Fairburn Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this Request for Proposal (RFP).

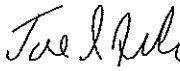
It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Fairburn, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Fairburn.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Fairburn reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of one hundred twenty (120) days from the opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. has not been violated and will not be violated in any respect.

Authorized Signature  Date 05/18/2023

Print/Type Name Jose Alvarado

Print/Type Company Name Here RZA Facility Services LLC

PROPOSAL CONDITIONS



1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under the approved Scope of Work and Fees.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Fairburn's Purchasing Policies.
- 2.5 The Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. SERVICE PROVIDER'S PERSONNEL

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens

PROPOSAL CONDITIONS

are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.

- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will always have someone in attendance who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons in the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the city.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purposes related to the work. The initial Project Manager shall be Mr. Dana Smith.

PROPOSAL CONDITIONS

- 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
- 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
- 3.9.3 If the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Administrator (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

4. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care"). The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.
- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Fairburn regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

PROPOSAL CONDITIONS

- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the way they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

- 6.1 While performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery, and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions for the safety of, and shall provide the

PROPOSAL CONDITIONS

necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. The Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City and delivered or performed by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number to: City of Fairburn, GA, Accounts Payable, 56 Malone St SW, Fairburn, GA 30213. ACH payment is the preferred method of payment to all vendors.
- 9.7 The Service Provider will agree to comply with the City of Fairburn's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Fairburn for work done, materials furnished,

PROPOSAL CONDITIONS

costs incurred or otherwise arising out of this contract and shall release the City from all further claims related to the payment for services and materials furnished in connection with this Agreement.

- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, Fulton County, the City of Fairburn, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be always followed. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

11. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by

PROPOSAL CONDITIONS

the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility as a consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by

PROPOSAL CONDITIONS

constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

- (1) Commercial general liability insurance with coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

PROPOSAL CONDITIONS

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$250,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$250,000, if the Contract is \$1,000,000 or more, unless approved by the City Administrator. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Administrator.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If the Service Provider has any employee working on City property, the Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

PROPOSAL CONDITIONS

12.7.9 Other Insurance Requirements. All insurance policies are required by this Section, shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried out with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Administrator shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Administrator with respect thereto.

13. LIABILITY INSURANCE

13.1 N/A

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Administrator may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it

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determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The city approves the sub-Service Providers listed in the Request for Proposals.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the

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Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

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- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization,

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arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

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17. CITY'S AUTHORIZED REPRESENTATIVE

18.

During the term of this Contract, the City Administrator or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Administrator may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

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City of Fairburn, GA
ATTN: City Administrator
56 Malone Street SW
Fairburn, GA 30213

Service Provider: RZA Facility Services LLC
7 Pear Court Sharpsburg, GA 30277

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

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21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.1.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

21.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically

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characterized as public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such party's relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

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- 23.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Fulton County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.

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- 23.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Administrator and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Administrator or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transaction from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Fulton County, Georgia, for inspection, examination, audit and copying by the City through and by its

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duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Administrator may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or requested thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination, or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

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- 23.18 In computing any period of time established under this Contract, except as otherwise specified herein the word “days” when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages. (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

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24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.
- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.
- 24.3 INVOICES, the provider must submit their invoices to City of Fairburn Finance Department for payment of services. Send to:

City of Fairburn
56 Malone Street SW
Fairburn, Georgia 30213
Accounts Payable

End of Proposal Conditions.

Request for Proposal 23-011 Janitorial Services

GENERAL INFORMATION

The City of Fairburn is seeking a proposal for janitorial services from certified, experienced, and licensed Janitorial Contractors with proven references in providing quality services for commercial customers. This Request for Proposal shall include the work required to meet the scope of work and any resulting contract. The purpose of this request for proposals is to secure the services of a professional, certified provider equipped to manage and coordinate labor, and supplies necessary to meet janitorial cleaning services detailed in the specifications.

SPECIFICATIONS

All specifications for the work are the sole property of the City of Fairburn and intended solely for use in the work contemplated in such specifications. If there are any discrepancies in or omissions from, the specifications, or if the Responder is in doubt as to the true meaning of any part of the Contract document, they shall request clarification from the Purchasing Department. Such a request shall be in writing and shall be made not less than 5 days before the opening of the proposal.

The City of Fairburn shall not be liable for oral interpretations given by any City of Fairburn employee, representative, or others. Interpretations in response to inquiries for any Responder, clarifications, or corrections issued in the form of addendum shall be posted on the website for each Responder to see. If the Responder does not request clarification regarding methods of performing work or the material required, their proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

Building/Department Name	Address	Frequency	# Restrooms	Flooring	Sq Footage
City Hall	56 Malone Street SW, Fairburn, GA 30213	daily	3	Carpet and Tile	6700
Human Resources	131 WASHINGTON Street Fairburn, GA 30212	daily	1	Carpet and Tile	1200
Utilities	106 Howell Ave Fairburn, GA 30213	daily	2	Carpet and Tile	7000
Streets Garage & Shop	102 Howell Ave Fairburn, GA 30213	daily	3	Carpet and Tile	3000
Police HQ	191 W Broad Street, Fairburn GA 30213	daily	5	Carpet and Tile	6500
Fire HQ/Youth Center	149 SW Broad Street, Fairburn GA 30213	daily	3	Carpet and Tile	15000
Fairburn Annex	40 Washington Street, Fairburn GA 30213	Weekly	2	Carpet and Tile	3000
Municipal Court Building	26 W Campbellton Street, Fairburn GA 30213	daily	2	Carpet and Tile	6700
Fairburn Education Campus Classroom Building 2	320 Northwest Broad Street, Fairburn GA 30213	Daily	5	Carpet and Tile	18000
Fairburn Education Campus Outbuilding	320 Northwest Broad Street, Fairburn GA 30213	Daily	1	Carpet and Tile	2200

These buildings will start requiring cleaning this fall but pricing is requested in this proposal Pricing must be in a separate sealed envelope.

Required Supplies: The Service Provider will stock and supply the following items:

- A. Cleaning supplies*must be approved by the city prior to use.
- B. Trash can liners/Trash bags
- C. Paper Towels

Request for Proposal 23-011 Janitorial Services

- D. Hand towels
- E. Hand Soap
- F. Hand sanitizer for dispensers
- G. Toilet Paper
- H. Toilet seat covers.
- I. Mops & Buckets
- J. Vacuums

Scope of Work: Cleaning Services:

- Cleaning services are to be provided during the city's regular office hours, which are from 08:00a.m. to 05:00 p.m. Monday through Friday.
- The daily cleaning of City Hall shall include cleaning of the Council Chambers.
- No cleaning will be required for City Holidays. The City of Fairburn's calendar is found on the city's website and lists which holidays the city observes.
- At any time during the term of the contract, the city reserves the right to adjust the specifications with the scope of work.

A. Restrooms:

- 1) Sweep and mop bathroom floors using hospital grade cleaner/disinfectant.
- 2) Clean toilets, urinals, sinks, showers, mirrors, countertops, and plumbing fixtures
- 3) Clean ceramic walls around urinals
- 4) Clean toilet and urinal partitions
- 5) Stock hand soap, hand towels, hand sanitizer and toilet paper
- 6) Damp wipe with disinfectant the entire surface of tiled and vinyl wall sections monthly or as needed.
- 7) Remove hard water deposits, mold, mildew, soap film from all tiled floors monthly or as needed.

B. Floors:

- 1) Sweep and wet mop all floors in public entryways, hallways and kitchen/breakrooms
- 2) Restore bright finish to kitchen floors monthly
- 3) Vacuum all carpeted areas Monday, Wednesday and Fridays and spot clean carpet as needed.
- 4) Any deep cleaning recommendations will need to be assessed and presented to leadership for approval prior to service.
- 5) Gym floor in the Youth Center will be cleaned by the city's Recreation Staff.
- 6) Dust and clean baseboards of dust, dirt, and smudges monthly or as needed
- 7) Vacuuming shall include all carpeted offices, cubicles, accessible file and storage rooms, conference rooms, training rooms and waiting rooms

C. Kitchen/Break Rooms:

- 1) Clean countertops, tabletops, sinks, microwaves, and refrigerators exteriors (3) times per week. Clean refrigerators interior weekly on Fridays after 3pm. City staff will be notified that any food items left in the refrigerators after 3 pm shall be discarded.
- 2) Spot clean wall coverings as needed.

D. Lobbies

Clean and disinfect all surfaces, susceptible to personal contact.
i.e., counters, door handles, water fountains, glass partitions, pens.

Request for Proposal 23-011 Janitorial Services

E. Entryways:

- 1) Clean both sides of the door glass.
- 2) Clean doorframes, kick plates, thresholds, and hardware
- 3) Please alert Streets department to remove any yard debris discovered on the exterior of the entryway for removal.

F. Conference Rooms, Offices, Council's Chambers and Waiting Rooms

- 1) Dust and polish desks, credenzas, tables, bookshelves and all other furniture
- 2) Clean and disinfect phones.
- 3) Dust computers and clean keyboards, monitors and mice weekly or as needed.
- 4) Monitors shall be cleaned with an appropriate product designed for such purposes.
- 5) Vacuum furniture monthly or as needed.

G. Clean marks and stains from furniture as needed.

H. High Dusting and Cleaning

- 1) Dust door frames, moldings, pictures, windowsills, doorframes, cabinet cubicle and appliance top monthly or as needed. Wall corners shall have no cobwebs.
- 2) Dust and clean window blinds and interior shutters monthly or as needed.
- 3) Clean inside windows (2) times a month
- 4) Clean overhead light fixtures of bugs, dirt and dust buildup as needed.

I. Trash/Recycling Collection and Disposal

- 1) Empty all trash containers and dispose of garbage in the city cart with the closest proximity to the property being serviced.
- 2) Clean and remove trash, empty containers, dirty rags, etc. from janitor closets. Mops Mopheads and other cleaning apparatuses shall be cleaned and stored upright. Excess water shall be removed from the mophead prior to storing.
- 3) All cleaning apparatuses shall be stored orderly.

Performance Period:

The work shall begin within ten (10) days after the contract signing without unreasonable delay and without suspension of work unless authorized in writing by the City. Unless adversely affected by the previous statement, the Performance Period shall run from June 1, 2023, through December 31, 2023. The city will renew for two (2) additional one (1) year terms. The contract will terminate June 1, 2026. The specifications are based on requirements to ensure that the lowest practical cost and highest practical quality of services are obtained at quality prices using the latest technology.

Basis of Award:

Award of proposal shall be made based on technical capability, determination, qualifications, experience, price, and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment. The City designated evaluators shall weigh these factors from each Responder and be the sole judge as to the relative merits of each Responder.

REQUEST FOR PROPOSAL

I. REQUEST FOR QUALIFICATION PROCESS

The Request for Proposal (RFP) must contain the information outlined below.

Please include a title on each page of the RFP and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. References
5. Previous Experience – Project References
6. Cost Proposal (must be in a separate envelope)

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- ii. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Fairburn, Georgia, and the office from which projects will be managed.

3. Evaluation and Selection Criteria

The City, at its discretion, may award the Contract to the most responsible and responsive consultants submitting qualifications which are deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposals are most advantageous to the city:

A. Approach

1. **Methodology(ies):** This should demonstrate the firm's understanding of the nature of the work and approach to be taken. This should include addressing project objectives, scope of work, the proposed approach, and any other pertinent elements.

REQUEST FOR PROPOSAL

B. Qualifications and Experience of the Consultant Firm(s)

1. Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three references with names, addresses, and phone numbers of those familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature.

C. Qualifications and Experience of Key Staff

1. Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes If applicable.

D. Cost Proposal

1. Provide a proposed fee based on the stated Scope of Work, which includes all reimbursable items like mileage and printing. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee. **Cost must be in a separate envelope with RFP 23-011 Janitorial Service on the outside of the envelope.**

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the City.

Criteria	Points
Approach	25
Qualifications and Experience of the Consultant Firm(s)	30
Qualifications and Experience of Key Staff	25
Clarity of the proposal and creativity/thoroughness in addressing the tasks required	20
Highest Possible Score	100

Due Date: May 18, 2023. One (1) original proposal and one (1) flash drive must be submitted. Proposals will not be accepted after 2:30 p.m. May 18, 2023. Deliver to:

Purchasing City of Fairburn 56 Malone Street SW Fairburn, GA 30213

RFP Number: 23-011, Janitorial Services

Pre-bid Conference: Wednesday, May 5, 2023, at 9:00 a.m. EST

Questions Due: Wednesday, May 10, 2023, at 4:00 p.m. EST

Proposal Due Date: Thursday, May 18, 2023, at 2:30 p.m. EST

REQUEST FOR PROPOSAL

All submissions are due at the location specified no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included as page two (2) of this RFP, and Exhibit A-F must be attached and must be signed by a person authorized to legally bind the company.

Exhibit C

RFP NO. 23-011 JANTORIAL SERVICES

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with RZA Facility Services LLC (Service Provider), Jose Alvarado (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

RZA Facility Services LLC

Company Name

Joe L. Ricks

05/18/2023

BY: Authorized Officer or Agent
(Service Provider Signature)

Date

President

Title of Authorized Officer or Agent of Service Provider

Jose Alvarado

Printed Name of Authorized Officer or Agent

EXHIBIT D

RFP NO. 23-011 JANITORIAL SERVICES

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: R2A Facility Services LLC
Address: 7 Roca Court Shreveport LA 70577

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

1877355
E-Verify™ Company Identification Number

10/05/2022
Date of Authorization

Jose Alvarado
BY: Authorized Officer or Agent
(Name of Person or Entity)

9/13/2023
Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

13th DAY OF September, 2023

Rosa Elena Raynes
Notary Public

Rosa Elena Raynes
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 05/04/2026

[NOTARY SEAL]

My Commission Expires: 05-04-2026

* Or any subsequent replacement 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. 99-60

EXHIBIT E

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 13 day of September, 2023

ATA Facility Services LLC

(Name of Organization)

President

(Title of Person Signing)

Tom Loeel

(Signature)

23-011

(Bid Number)

STATE OF Georgia

COUNTY OF Fulton

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 13 day of September, 2023

Rosa Elena Raynes
Notary Public Signature

My Commission Expires: 05/04-2026

Rosa Elena Raynes
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 05/04/2026

EXHIBIT F

RFP 23-011 Janitorial Services

COST PROPOSAL

“Must be in a separate sealed envelope.”

<u>BUILDING/DEPARTMENT NAME</u>	<u>FREQUENCY</u>	<u>RESTROOMS</u>	<u>TOTAL COST PER MONTH</u>	<u>TOTAL COST</u>
CITY HALL	DAILY CLEANING	3	.16 cents per sqft	\$ 1,072
HUMAN RESOURCES	DAILY CLEANING	1	.16 cents per sqft	\$ 192
UTILITIES	DAILY CLEANING	2	.16 cents per sqft	\$ 1,120
STREETS GARAGE & SHOP	DAILY CLEANING	3	.16 cents per sqft	\$ 480
POLICE HQ	DAILY CLEANING	5	.16 cents per sqft	\$ 1,040
FIRE HQ/YOUTH CENTER	DAILY CLEANING	3	.16 cents per sqft	\$ 240
FAIBURN ANNEX	WEEKLY	2	.16 cents per sqft	\$ 480
MUNICIPAL COURT BUILDING	DAILY CLEANING	2	.16 cents per sqft	\$ 1,072
FAIRBURN EDUCATION CAMPUS CLASSROOM BUILDING 2	DAILY CLEANING	5	.16 cents per sqft	\$ 2,880
FAIRBURN EDUCATION CAMPUS OUTBUILDING	DAILY CLEANING	1	.16 cents per sqft	\$ 352
TOTAL COST			55,800 sqft	\$ 8,928

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. X I am a United States citizen.

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Jose L. Alvarado Date: 9/13/2023

Printed Name: Jose Alvarado

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 13 day of September, 2023

Notary Public: Rosa Elena Raynes

**Rosa Elena Raynes
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 05/04/2026**

My Commission Expires: 05-04-2026

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

RFP NO. 23-011 JANITORIAL SERVICES

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1899355

Federal Work Authorization User Identification Number

10/05/2022

Date of Authorization

Jose Alvarado

Name of Subcontractor

Janitorial Services

Name of Project

City of Fairburn

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

13 DAY OF September, 2023

Rosa Elena Raynes
Notary Public

My Commission Expires: 05-04-2026

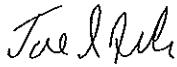
[NOTARY SEAL]

Rosa Elena Raynes
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 05/04/2026

RFP NO. 23-011 JANITORIAL SERVICES

PURCHASING POLICY ADDENDUM

I, Jose Alvarado, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned. Please email tlittle@fairburn.com if you need the addendum documents.



05/18/2023

BY: Authorized Officer or Agent
(Service Provider Signature)

Date

President

Title of Authorized Officer or Agent of Service Provider

Jose Alvarado

Printed Name of Authorized Officer or Agent Date

REQUEST FOR PROPOSAL

WITHDRAWAL REQUEST

City of Fairburn Purchasing Department

tlittle@fairburn.com

- a. Prior to the due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's proposal, and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the city to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. The offer will not retype the enclosed contract.

II. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the RFP and will perform the services specified and for the privilege of doing so on the City of Fairburn premises. I understand that, upon proper acceptance of this offer by the City of Fairburn, a contract will thereby be created.

Given under my hand this 13 day of September, 2023.

Name of Firm

BZA Facility Services LLC

Signature

Jose L. Alvarez

Title

President

Business Address

7 Peachtree Lakes Dr NE Atlanta GA 30327

Email address

jose.alvarez@bzs-services.com

Sworn to and subscribed before me this

13th day of September, 2023.

Notary Public

Rosa Elena Raynes

05-04-2026

Rosa Elena Raynes

NOTARY PUBLIC

Fayette County, GEORGIA

My Commission Expires 05/04/2026

My commission expires on the above date.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Furniture for Education Campus Classroom Building # 2

ITEM TYPE: Agreement

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Buildings

BUDGET IMPACT: \$112,212.90 - 230-0000-54-1300 Building Improvements

PUBLIC HEARING: No

PURPOSE:

Mayor & Council to approve the purchase and installation of furniture for classroom building 2 at the Fairburn Education Campus located at 314 NW Broad Street.

HISTORY:

Due to major growth within the city, and an increase in city staffing, there is a need for more space for city staff and operations to provide better services for our citizens and businesses.

FACTS AND ISSUES:

According to the City's procurement policy, purchases may be made utilizing inter-governmental and public cooperative agreements and contracts. Through the Omnia Partners Governmental Cooperative Purchasing Program, Vari Sales Corporation will provide the new furniture at the Fairburn education campus located at 314 NW Broad Street in an amount not to exceed \$112,212.90.

FUNDING SOURCE:

Building Improvements - 230-0000-54-1300 (\$112,212.90)

RECOMMENDED ACTION:

Request Mayor and Council approval for the purchase and installation of furniture for classroom building 2 at the Fairburn Education Campus located at 314 NW Broad Street in an amount not to exceed \$112,212.90, utilizing Vari Sales Corporation.

ATTACHMENTS:

1. Contract_Vari_redacted_Redacted
2. Executive_Summary_Vari
3. 081623_Update_Redacted
4. Q-923313_City of Fairburn_OPT2_V.05

Region 4 Education Service Center (ESC)

Contract # R2210-04

for

Ergonomic Workplace Solutions

with

Vari Sales Corporation

Effective: January 1, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Vari Sales Corporation effective January 1, 2023:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 2022 by and between Vari Sales Corporation ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Ergonomic Workplace Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-10_ for Ergonomic Workplace Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

CONTRACT

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

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- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

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its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Vari Sales Corporation
Address 450. N Freeport Parkway
City/State/Zip Coppell, TX, 75019
Telephone No. 1800-207-2587
Email Address RFP@vari.com
Printed Name Sade Williams
Title Sr. RFP and Contracts Specialist
Authorized signature *sade williams*

Accepted by Region 4 ESC:

Contract No. R2210-04

Initial Contract Term 1/1/2023 to 12/31/2025

Carmen T. Moreno
Region 4 ESC Authorized Board Member

10/25/2022
Date

Carmen T. Moreno
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

10/25/2022
Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11e, page 3	Termination of Contract; Standard Cancellation	Either party may cancel this Contract in whole or in part by providing written notice.	10/24/22 unacceptable by Region 4 ESC, VARI agrees to stay with original language.
Add Section #34, page 6	Temporary Surcharge	Contractor reserves the right to add a temporary surcharge of 5% to orders as an additional line item.	10/24/22 Region 4 may accept temporary surcharge requests via the request form. Suppliers must provide supporting documentation for such request.

RFP 22-10 Ergonomic Workplace Solutions

VARI:

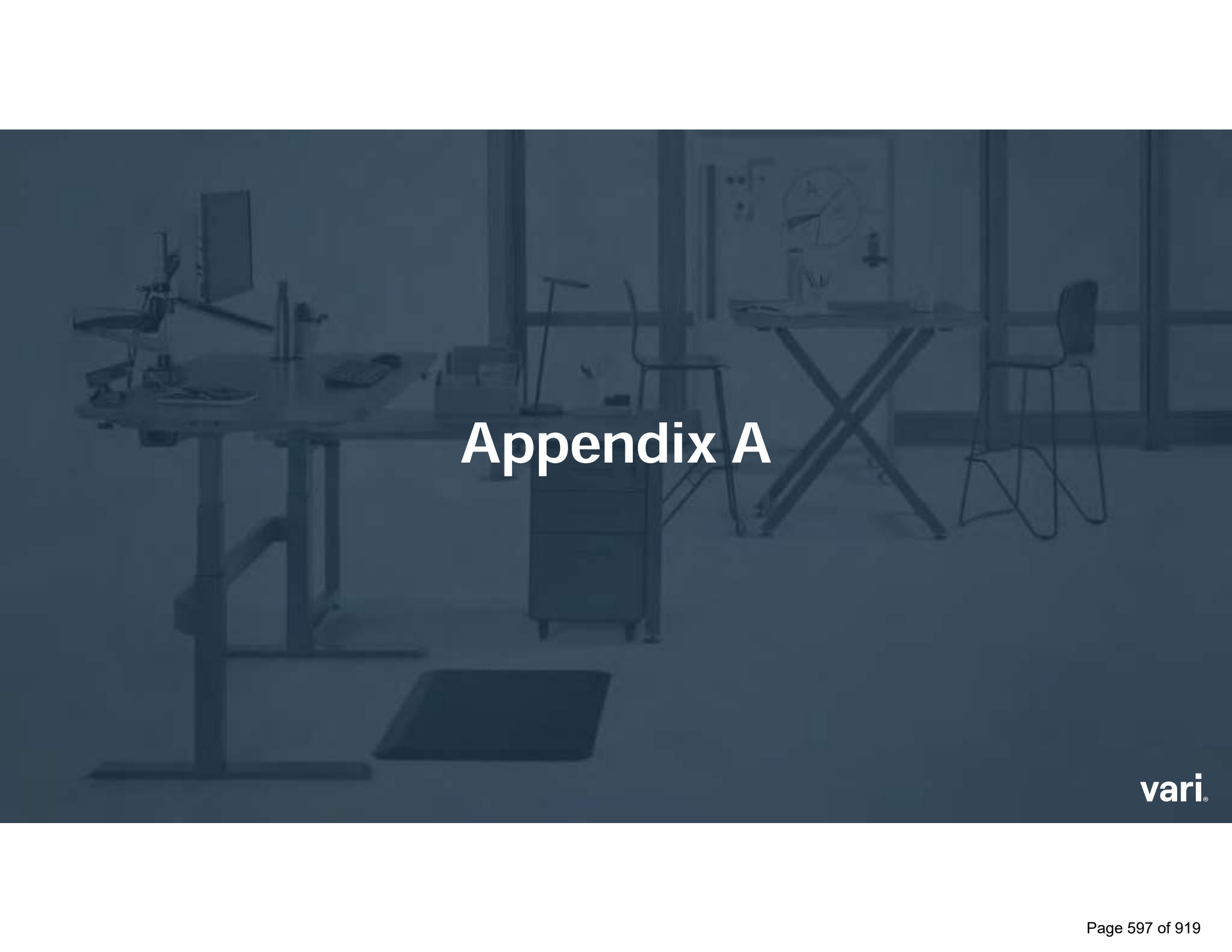
1. Please acknowledge and complete Appendix A-Offer and Contract Signature Form, Appendix B, and Appendix C Additional Required Documents (DOC #1 to #4 complete 1295 link process and include form document with your follow up)
2. Provide clarification of products offered in Vari's Value Add response include any catalog materials
3. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
4. Submit response to Crystal Wallace, Business Operations Specialist at questions@esc4.net no later than October 6, 2022.

vari.®

RFP Supplemental Response

#22-10 Ergonomic Workplace Solutions



The background image is a dimly lit office space. On the left, there is a desk with a computer monitor and some equipment. In the center, there is a desk with a lamp and a chair. On the right, there is another desk with a chair. A clock is visible on the wall in the background. The overall tone is dark and professional.

Appendix A

vari.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of October 5th, 2022 by and between Vari Sales Corporation (Contractor) and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Ergonomic Workplace Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 22-10 for Ergonomic Workplace Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

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- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
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- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

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- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Vari Sales Corporation
Address 450 Freeport Pkwy
City/State/Zip Copell, TX 75019
Telephone No. 972-538-4242
Email Address Craig.Storey@vari.com
Printed Name Craig Storey
Title Chief Financial Officer
Authorized signature *Craig Storey*
[Craig Storey \(Oct 5, 2022 16:00 CDT\)](#)

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

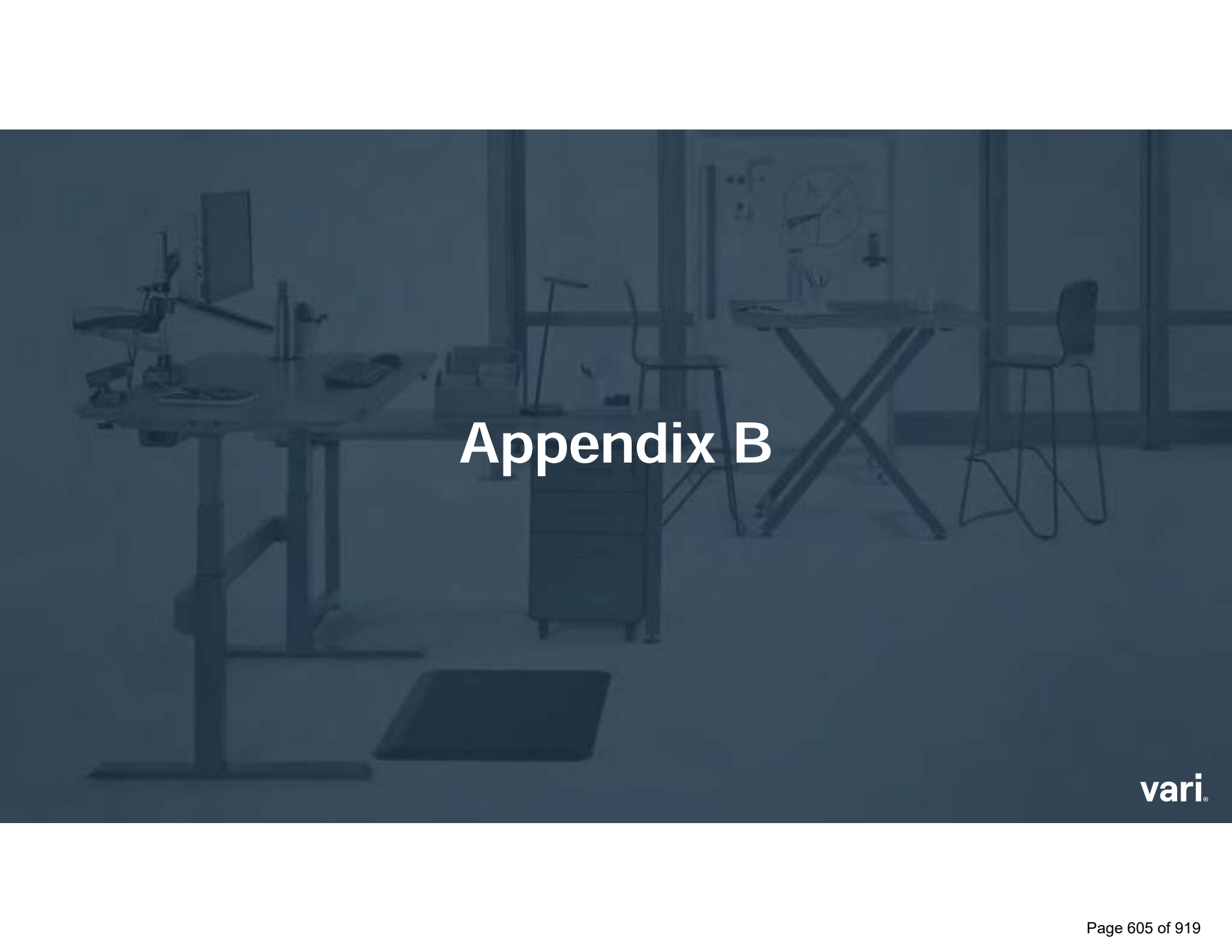
Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

The background image is a dimly lit office space. On the left, there is a desk with a computer monitor and some equipment. In the center, there is a desk with a lamp and a chair. On the right, there is another desk with a chair. A clock is visible on the wall in the background. The overall tone is dark and professional.

Appendix B

vari.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

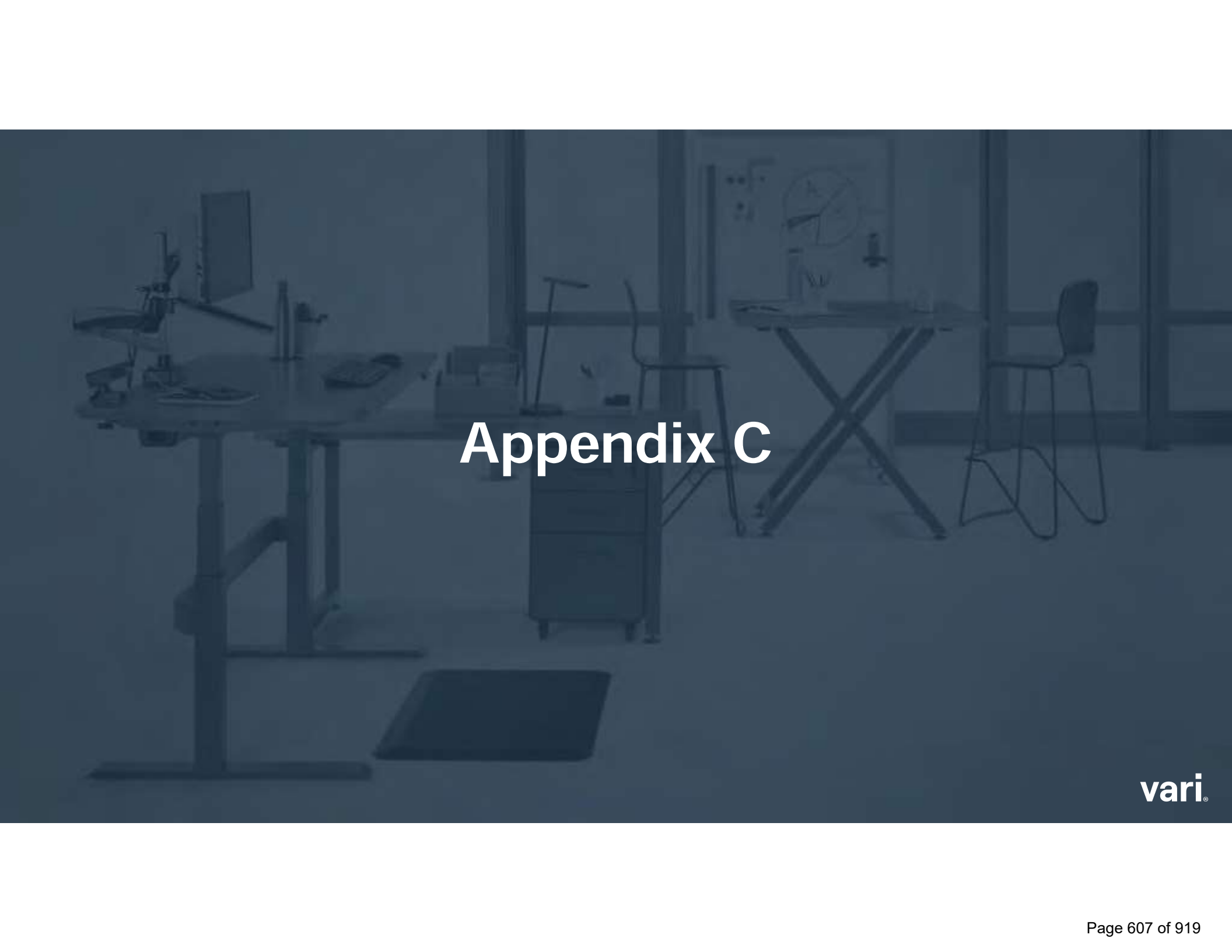
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11e, page 3	Termination of Contract; Standard Cancellation	Either party may cancel this Contract in whole or in part by providing written notice.	
Add Section #34, page 6	Temporary Surcharge	Contractor reserves the right to add a temporary surcharge of 5% to orders as an additional line item.	

The background image is a dimly lit office space. On the left, there is a desk with a computer monitor and some equipment. In the center, there is a desk with a lamp and a chair. On the right, there is another desk with a chair. A clock is visible on the wall in the background. The overall tone is dark and professional.

Appendix C

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Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

October 5, 2022
Date

Craig Storey
Craig Storey (Oct 5, 2022 16:00 CDT)

Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	<u>Vari Sales Corporation</u>	Contact	<u><i>Candice Liles</i></u> Candice Liles (Oct 5, 2022 15:19 CDT)
			Signature
			<u>Candice Liles</u>
			Printed Name
			<u>Program Manager</u>
			Position with Company
Address	<u>450 Freeport Pkwy</u>	Official	
	<u>Coppell, TX</u>	Authorizing	
	<u>75019</u>	Proposal	<u><i>Craig Storey</i></u> Craig Storey (Oct 5, 2022 16:00 CDT)
			Signature
			<u>Craig Storey</u>
			Printed Name
Phone	<u>972-538-4242</u>		<u>Chief Financial Officer</u>
			Position with Company
Fax	<u></u>		

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VARI Sales Corporation
coppell, TX United States

Certificate Number:
2022-915784

Date Filed:
07/28/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OMNIA Partners Region 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

National Cooperative Contract
Furniture, design and installation services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tsay, Tsai-Wan	Taichung City Taiwan China	X	
	Tech Meng, Chong	Kota Kinabalu Sabah Malaysia	X	
	Flaherty, Dan	Coppell, TX United States	X	
	Storey, Craig D	Coppell, TX United States	X	
	Lamb, Arthur Jeff	Coppell, TX United States	X	
	McCann, Jason Scott	Coppell, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is CRAIG D STOREY, and my date of birth is 31 Mar 1968

My address is 722 BANKERS COTTAGE LN COPPELL TX 75091 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 28th day of July, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Craig Storey, Chief Financial Officer, as an
authorized representative of
Vari Sales Corporation, a contractor
engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

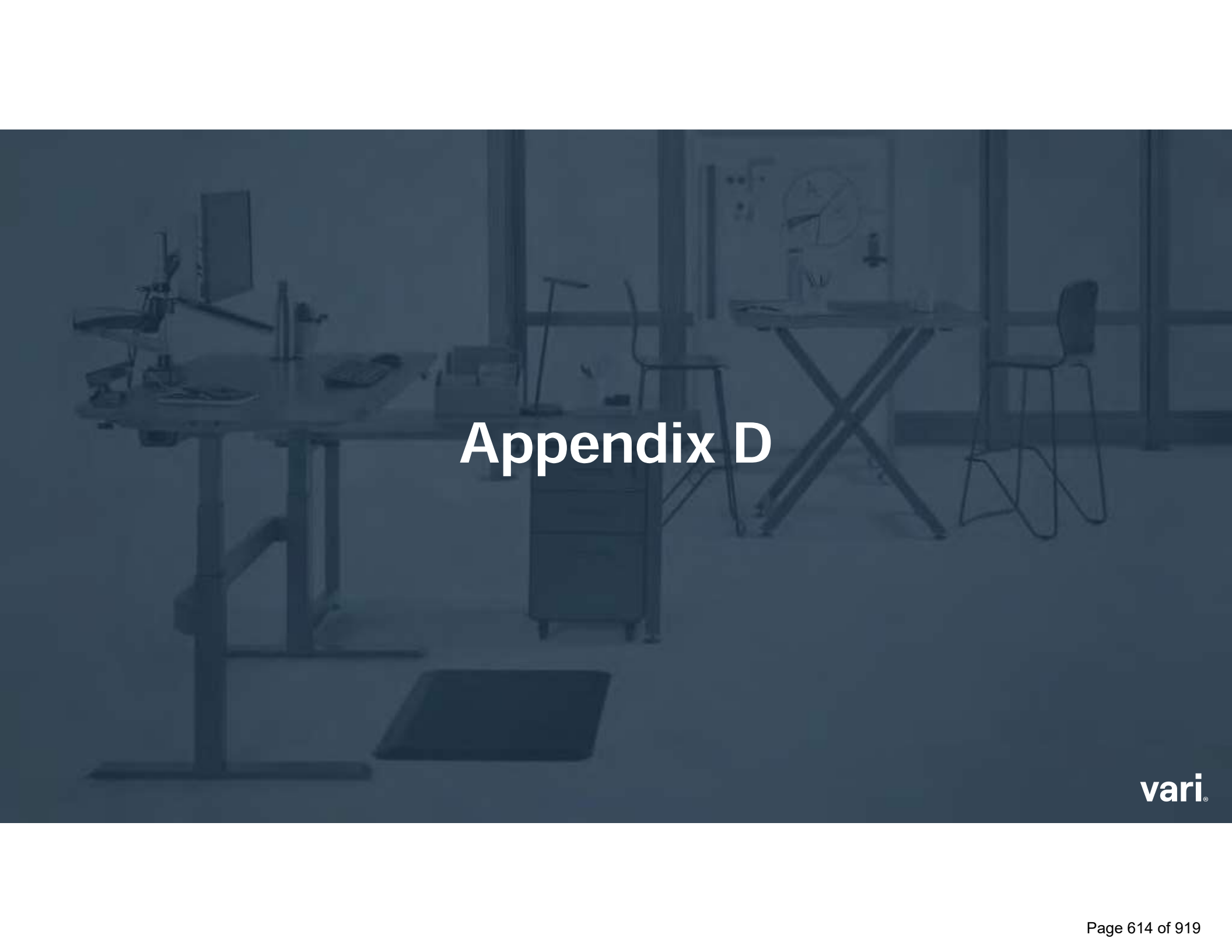
I swear and affirm that the above is true and correct.

Craig Storey
Craig Storey (Oct 5, 2022 16:00 CDT)

Signature of Named Authorized Company Representative

October 5, 2022

Date

The background image is a dimly lit office space. On the left, there is a desk with a computer monitor and keyboard. In the center, a desk with a lamp and a small cabinet underneath. On the right, another desk with a chair. A clock is visible on the wall in the background.

Appendix D

vari.



Value Adds – Products, Pricing* & Warranty

*All pricing submitted in response are subject to additional 5% temporary surcharge.

vari.

Pricing – Lighting and Power

vari.

SKU	ITEM	
42686	LED Task Lamp + Wireless Charger (Black)	
43369	Power Hub	
42007	Power Strip 8ft	
43148	Power Strip 15ft	
400770	Halo Hardwire 31 Natural White	
400857	Halo Hardwire 31 Warm White	
400858	Halo Hardwire 40 Natural White	
400859	Halo Hardwire 40 Warm White	
401540	48" Dekko Power Pack - Starter Kit	
401541	48" Dekko Power Pack - Extension Kit	
401542	60" Power Pack - Starter Kit	
401543	60" Power Pack - Extension Kit	
401544	72" Power Pack - Starter Kit	
401545	72" Power Pack - Extension Kit	
401547	Receptacle 1 Pack (3+1)	
401548	Receptacle 2 Pack (3+1)	
401549	Receptacle 3 Pack (3+1)	
401550	Receptacle 20-amp Pack (2+2)	

LED Task Lamp + Wireless Charger

vari.[®]



The LED Task Lamp + Wireless Charger offers fast, convenient, cordless charging and customizable LED light. The base doubles as a wireless charger for compatible phones, and the long-lasting, flicker-free LED offers 4 brightness and color settings. It comes fully assembled and ready to light up your workspace.

- Wireless Phone Charger in Base charges Qi compatible devices
- Energy-Efficient, Long-Lasting LEDs, No Bulbs to Replace
- 4 Color Settings: Warm White, Soft White, Natural White, Cool White
- Simple Touch Switches for All Functions
- UL Listed Adapter



Power Hub

vari®



The Power Hub is a simple way to charge all your devices and power on all your electronics in one place. Plug the Power Hub into a grounded outlet, clamp it to the edge of your desk or table, tighten, and you're ready to work. Keep your electronics right where you need them and keep desktops organized with all your cords and cables plugged into one place.

- Easily Clamps to Desk
- 3 AC Outlets and 2 USB Ports (3.0 A and 2.4 A)
- Includes an Overload Protector to Safeguard Your Devices



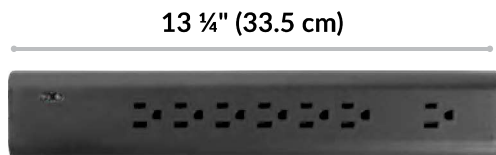
Power Strip

vari.[®]



Vari[®] Power Strip provides a safe, convenient power source for any active workspace. Designed with 7 outlets and built-in surge protection, it can accommodate plenty of devices, large and small. The attractive slate gray finish will complement any Vari office product perfectly.

- 3 Cord Lengths Available: 8ft, 15ft, and 25ft
- 45° Angled Plug
- 7 Outlets
- Includes a Surge Protector to Safeguard Your Devices



13 1/4" (33.5 cm)

1 1/8"
(3 cm)



2 3/8"
(6 cm)

3 Lengths Available:



8 ft (2.4 m)



15 ft (4.6 m)



25 ft (7.6 m)



Halo Pendant Hardwire 31

(Natural White)

vari.[®]



Designed for offices with open ceilings, the Halo Pendant Hardwire provides long-lasting, overhead LED lighting. With 2 lighting colors to choose from, it's easy to find the perfect lighting for your space. Plus, the 360-degree motion sensor and timer help save energy.

- Requires an Electrician to be Installed
- Energy-Efficient and Long-Lasting LEDs, No Bulbs to Replace
- Motion Sensor Can Detect Movement from up to 29' Away
- Motion Switch Timer Can Be Set in 5-Minute Increments up to 30 Minutes
- UL 1598 Listed to Pass Building Code Regulations
- Lumen Output: 1700 lm
- Sold As an Individual Unit
- Whip Must Be Purchased Separately

Light Colors



Natural White



Warm White



Light Diameter
31" (79 cm)



3" (7.5 cm)



Distance from
Junction Box to Light
16" (40.5 cm) to
37" (94 cm)

Halo Pendant Hardwire 40

(Natural White)

vari.[®]



Designed for offices with open ceilings, the Halo Pendant Hardwire provides long-lasting, overhead LED lighting. With 2 lighting colors to choose from, it's easy to find the perfect lighting for your space. Plus, the 360-degree motion sensor and timer help save energy.

- Requires an Electrician to be Installed
- Energy-Efficient and Long-Lasting LEDs, No Bulbs to Replace
- Motion Sensor Can Detect Movement from up to 29' Away
- Motion Switch Timer Can Be Set in 5-Minute Increments up to 30 Minutes
- UL 1598 Listed to Pass Building Code Regulations
- Lumen Output: 2855 lm
- Sold As an Individual Unit
- Whip Must Be Purchased Separately

Light Colors



Natural White



Warm White



Light Diameter
40" (101.5 cm)



3" (7.5 cm)



Distance from
Junction Box to Light
16" (40.5 cm) to
37" (94 cm)

Pricing – Executive Collection

vari.

SKU	ITEM
401655	Executive Storage Cabinet Neowalnut
401633	Executive Storage Cabinet White
401664	Executive Electric Standing Desk Modesty Panel 60" Neowalnut
401663	Executive Electric Standing Desk Modesty Panel 60" White
401777	Executive Electric Standing Desk Lower Modesty Panel 60" Neowalnut
401778	Executive Electric Standing Desk Lower Modesty Panel 60" White
401646	Executive Electric Standing Desk Modesty Panel 72" Neowalnut
401641	Executive Electric Standing Desk Modesty Panel 72" White
401779	Executive Electric Standing Desk Lower Modesty Panel 72" Neowalnut
401780	Executive Electric Standing Desk Lower Modesty Panel 72" White
401765	Executive Electric Standing Desk Base Neowalnut
401766	Executive Electric Standing Desk Base White
401653	Executive File Cabinet Neowalnut
401632	Executive File Cabinet White
401654	Executive Lateral File Cabinet Neowalnut
401625	Executive Lateral File Cabinet White
401656	Executive Bookshelf Neowalnut
401634	Executive Bookshelf White
401652	Executive Overhead Cabinet Neowalnut
401636	Executive Overhead Cabinet White
401651	Executive Wardrobe Cabinet Neowalnut
401635	Executive Wardrobe Cabinet White

Executive Lateral File Cabinet

vari.[®]



Finishes:



White



Neowalnut

The Executive Lateral File Cabinet is a versatile filing solution. Its two-drawer design gives you maximum storage potential. The wide, upper drawer is perfect for office supplies, while the deep, lower drawer has room for letter- or legal-sized hanging file folders. Whether you're storing files or personal items, this cabinet is ready for anything you can throw at it. (Or in it.)

- Space for Letter- or Legal-Sized Hanging Files
- Soft-Close Drawers are Lockable to Secure Files
- Drawer Pulls Can Be Repositioned to Left, Center, or Right of Drawer
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture



5 3/4" (14.5 cm)

12" (30.5 cm)



Drawer Interior Width:
28 3/4" (72 cm)

Drawer Depth:
15 3/4" (40 cm)



Executive File Cabinet

vari.[®]



Finishes:



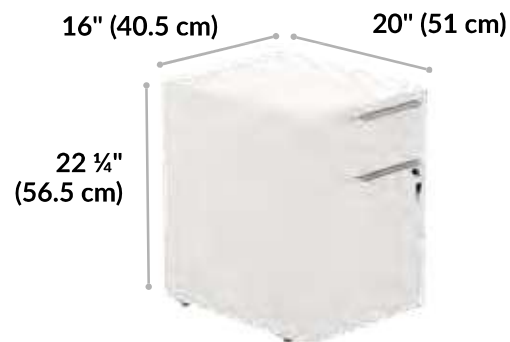
White



Neowalnut

The Executive File Cabinet makes storage stylish. This two-drawer cabinet has an upper drawer for frequently-needed items like pencils or pens and a deep, lower drawer with ample space for all your letter- or legal-sized hanging files. With its lockable design, you can confidently keep files and valuables safe and secure.

- Space for Letter- or Legal-Sized Hanging Files
- Soft-Close Drawers are Lockable to Secure Files
- Drawer Pulls Can Be Repositioned to Left, Center, or Right of Drawer
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture



Executive Storage Cabinet

vari.[®]



The Executive Storage Cabinet offers abundant storage for your office in a well-crafted cabinet that's built to last. This cabinet keeps important items nearby while also keeping them hidden behind dual doors so your workspace is always organized and tidy. Inside, you'll find an adjustable interior shelf and enough room to store binders, books, and more.

- Adjustable Interior Shelf
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

Finishes:



White

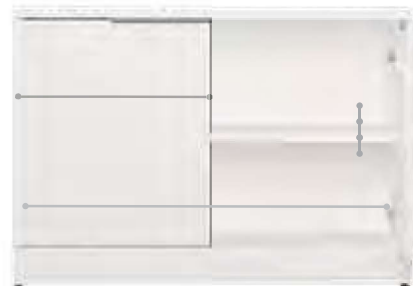


Neowalnut



Door Width:
16" (40.5 cm)

Interior Cabinet Width:
30 1/2" (77.5 cm)



4 Shelf Settings from
7" (18 cm) -
11" (28 cm)



Executive Bookshelf

vari.[®]



Finishes:



White



Neowalnut

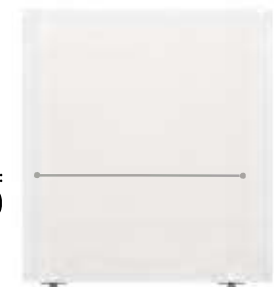
Offering open storage with an adjustable shelf, our Executive Bookshelf is perfect for holding books, resources, photos, or artwork. Crafted with a durable laminate finish, this bookshelf is built to last and can be arranged with other pieces in our Executive Office Collection to customize your workspace.

- Adjustable Interior Shelf
- Leveling Feet to Compensate for Uneven Floors
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Can Connect Pieces to Create Credenza
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture



Interior Shelf Width:
30 1/2" (77.5 cm)

4 Shelf Settings from
**7" (18 cm) -
11" (28 cm)**



Interior Shelf Depth:
18 1/2" (47 cm)

Executive Wardrobe Cabinet

vari.[®]



The Executive Wardrobe Cabinet helps keep both you and your office looking good. Inside is a coat rod to hang everything from athletic gear for the gym to formal attire for a business dinner. The interior shelf is adjustable, and the doors can easily be changed between left or right hinge set up to customize the door swing.

- Adjustable Interior Shelf
- Coat Rod for Hanging Items
- Easily Change Between Left- or Right-Hinged Door
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Is Needed to Connect Executive Wardrobe Cabinets to Executive Overhead Cabinets
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

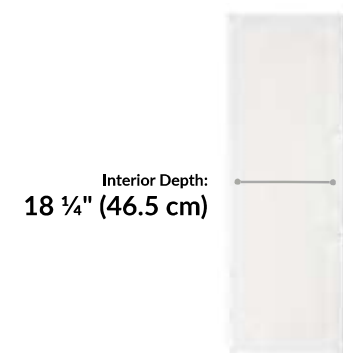
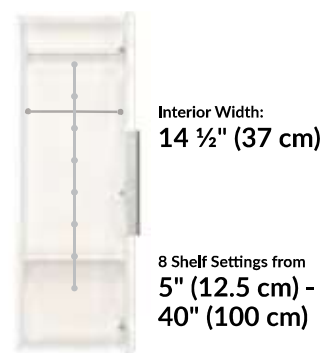
Finishes:



White



Neowalnut



Executive Overhead Cabinet

vari.[®]



Get organized and add a touch of style to your office with the Executive Overhead Cabinet. With dual sliding doors for quick access, it's easy to keep important items nearby yet out of sight. It comes fully assembled and can easily be installed between a pair of Executive Wardrobe Cabinets for overhead storage.

- Sliding Doors for Easy Opening and Closing
- Durable Laminate Finish That's Easy to Clean
- Ships Fully Assembled
- Joining Bracket Set (Sold Separately) Is Needed to Connect Executive Wardrobe Cabinets to Executive Overhead Cabinets
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

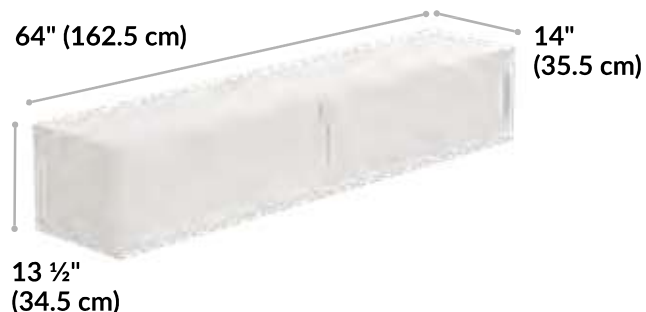
Finishes:



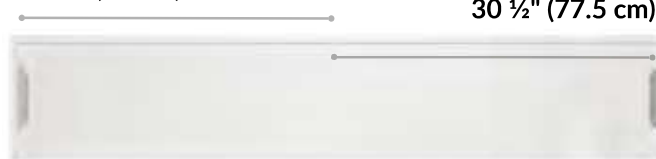
White



Neowalnut



Interior Cabinet Widths:
30 3/4" (78 cm)



Interior Depth:
11 1/4" (28.5 cm)

Interior Height:
12" (30.5 cm)



Executive Electric Standing Desk Base

vari®



Finishes:



White



Neowalnut

Create an executive oasis with the Executive Electric Standing Desk Base. Designed to cover the T-style legs of our Electric Standing Desk for a sleek appearance, the left and right bases can also connect to the Executive Electric Standing Desk Lower Modesty Panel to form a professional-looking desk surround that adds privacy.

- Easily Encases our Electric Standing Desk's T-Style Legs for a Sleek Appearance
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works with Vari® Electric Standing Desk 60x30, Electric Standing Desk 72x30, and Curve Electric Standing Desk 60x30 (Sold Separately)
- Pairs with Electric Standing Desk Lower Modesty Panel 60 or 72 to Create a Surround
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture



Executive Electric Standing Desk Lower Modesty Panel 60

vari.[®]



Finishes:



White



Neowalnut

Create a sleek, professional looking desk surround for your Electric Standing Desk 60x30 by combining the Executive Electric Standing Desk Lower Modesty Panel 60 with the Executive Electric Standing Desk Base. It also provides privacy below the desk when sitting. Made with a durable laminate finish, this modesty panel is sturdy yet sophisticated.

- Adds on to Executive Standing Desk Base (Required and Sold Separately) to Create Desk Surround for Increased Privacy While Sitting
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works with Vari[®] Electric Standing Desk 60x30 and Curve Electric Standing Desk 60x30 (Sold Separately)
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

21 ¼"
(54 cm)



43 ¼" (110 cm)

Panel Thickness:
¾" (2 cm)



Executive Electric Standing Desk Modesty Panel 60

vari.[®]



The Executive Electric Standing Desk Modesty Panel 60 is the perfect addition to the Vari[®] Electric Standing Desk 60x30. It easily attaches below the desk, moving up and down with the desk to provide privacy while sitting or standing.

- Easily Attaches Below the Desk for Privacy While Sitting or Standing
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works with Vari Electric Standing Desk 60x30 and Curve Electric Standing Desk 60x30 (Sold Separately)
- Can Be Paired with Executive Electric Standing Desk Base and Executive Electric Standing Desk Lower Modesty Panel 60 (Both Sold Separately)
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

Finishes:



White



Neowalnut

23"
(58.5 cm)

42 ½" (108 cm)

Panel Thickness:
¾" (2 cm)



Executive Electric Standing Desk Lower Modesty Panel 72

vari.[®]



Finishes:



White



Neowalnut

Create a sleek, professional looking desk surround for your Electric Standing Desk 72x30 by combining the Executive Electric Standing Desk Lower Modesty Panel 72 with the Executive Electric Standing Desk Base. It also provides privacy below the desk when sitting. Made with a durable laminate finish, this modesty panel is sturdy yet sophisticated.

- Adds on to Executive Standing Desk Base (Required and Sold Separately) to Create Desk Surround for Increased Privacy While Sitting
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works Seamlessly with Vari[®] Electric Standing Desk 72x30
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

21 ¼"
(54 cm)



55 ¼" (140.5 cm)

Panel Thickness:
¾" (2 cm)



Executive Electric Standing Desk Modesty Panel 72

vari.[®]



The Executive Electric Standing Desk Modesty Panel 72 is the perfect addition to the Vari[®] Electric Standing Desk 72x30. It easily attaches below the desk, moving up and down with the desk to provide privacy while sitting or standing.

- Easily Attaches Below the Desk for Privacy While Sitting or Standing
- Minimal Assembly Required
- Durable Laminate Finish That's Easy to Clean
- Works Seamlessly with Vari Electric Standing Desk 72x30
- Can Be Paired with Executive Electric Standing Desk Base and Executive Electric Standing Desk Lower Modesty Panel 72 (Both Sold Separately)
- Meets or Exceeds BIFMA's Durability Standards for Office Furniture

Finishes:



White



Neowalnut

23"
(58.5 cm)

54 ½" (138.5 cm)

Panel Thickness
¾" (2 cm)

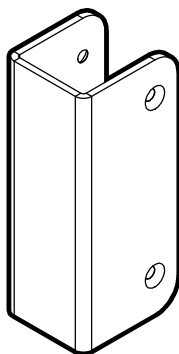


Executive Office Joining Bracket Set



Align and join multiple Executive Collection components with the Executive Office Joining Bracket Set. Designed to join components out-of-sight, the brackets are held in place with screws for lasting support and strength.

- Can Join Executive File Cabinet, Executive Lateral File Cabinet, Executive Storage Cabinet, or Executive Bookshelf to Create a Lower Credenza (Credenza Should Not Exceed 96" in Length)
- Can Join an Executive Overhead Cabinet to Two Executive Wardrobe Cabinets to Create an Upper Credenza
- Heavy Duty Steel Construction
- Countersunk Screw Holes for Flush Finish
- Screws Work with Phillips Head Screwdrivers
- Set Includes 2 Brackets and 8 Screws
- Brackets Work Exclusively with the Executive Office Collection



JOINING BRACKETS
x2



3/4" PHILLIPS DRIVE
WOOD SCREWS
x8

Pricing – Panels and Dividers

vari.

SKU

ITEM

400761	Acrylic Privacy Panel 24
400762	Acrylic Privacy Panel 30
401107	Acrylic Shield 30
401108	Acrylic Shield 30 (4 Pack)
43745	Acrylic Privacy Panel 24
401536	Acrylic Modesty Panel 72
45249	Acrylic Privacy Panel 48
43734	Acrylic Privacy Panel 60
45695	Acrylic Accessory Panel 60
400156	Felt Privacy + Modesty Panel 60 (5/4)
42002	Acrylic Modesty Panel 60
42669	Acrylic Modesty Panel 48
400724	Felt Privacy + Modesty Panel 30
400766	Felt Privacy + Modesty Panel 30 (4 Pack)
400755	Felt Privacy + Modesty Panel 48
400759	Felt Privacy + Modesty Panel 48 (4 Pack)
400756	Felt Privacy + Modesty Panel 60
400760	Felt Privacy + Modesty Panel 60 (4 Pack)
401369	Flip Top Training Table Modesty Panel 5'
401370	Flip Top Training Table Modesty Panel 6'

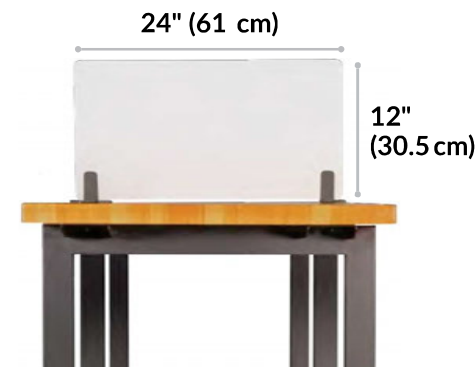
Acrylic Privacy Panel 24

vari.[®]



This panel helps you create partitioned or separate workspaces. Easily attached to the Table 48X24 or the table 60X24, these panels help define single workspaces and more private working environment, while still allowing for an open-office feel.

- Works Seamlessly with 24 inch wide tables
- Durable Acrylic with a Frosted Finish
- Easily Attaches to Desk with Included Clamps – No Tools Required
- Max Clamp Width: 1.25" (3 cm)



Acrylic Privacy Panel 30

vari.[®]



This panel helps you create partitioned or separate workspaces. Easily attached to Electric Standing Desks and the Table 60x30, these panels help define single workstations and create a more private working environment, while still allowing for a more open feel.

- Works Seamlessly with the Electric Standing Desk 48x30, the Electric Standing Desk 60x30, and the Table 60x30
- Durable Acrylic with a Frosted Finish
- Easily Attaches to Desk or Table with Included Clamps—No Tools Required
- Fits surfaces with a thickness of 0.5" (1.5 cm) – 1.25" (3 cm)



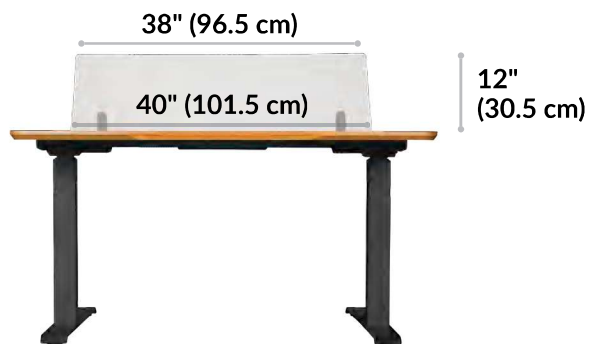
Acrylic Modesty Panel 48

vari.[®]



This Panel gives you two ways to add some privacy to your active workspace. Position the panel above your desktop to reduce visual distractions, or position it below to hide cords and cables. You can also use two panels together for both privacy and modesty at the same time. Attaching the panel is incredibly simple, requires no additional tools, and takes just a few minutes.

- Easily Attaches to Desk with Included Hand Bolt - No Tools Required
- Durable Acrylic with a Frosted Finish
- Works Seamlessly with the Electric Standing Desk 48X30
- Provides Privacy Above or Below Desk



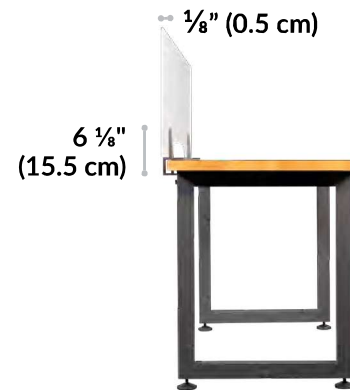
Acrylic Privacy Panel 48

vari.[®]

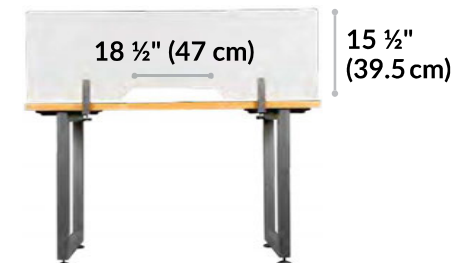


This panel helps you create partitioned or separate workspaces. Easily attached to the Table 48x24, these panels help define single workstations and create a more private working environment, while still allowing for a more open feel.

- Works Seamlessly with 48 inch wide tables
- Durable Acrylic with a Frosted Finish
- Easily Attaches to Desk with Included Clamps – No Tools Required
- Max Clamp Width: 1.25" (3 cm)



1/8" (0.5 cm)



15 1/2" (39.5 cm)

Acrylic Accessory Panel 60

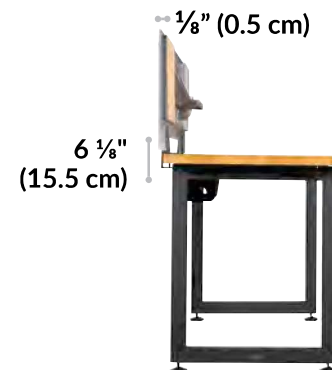
vari.[®]



This panel gives you privacy and organization options in one. It provides privacy and helps define single workstations. One unit includes accessories that can be placed in multiple configurations to help you keep your space organized. Includes:

1 panel, 2 attachment clamps, and 4 accessories.

- Easily Attaches to Desk With Included Clamps – No Tools Required
- Durable Acrylic With a Frosted Finish
- Center Opening for Cable Management
- Works Seamlessly with 60 inch wide tables
- Includes Whiteboard, Cork Board, Pen Holder, and Shelf

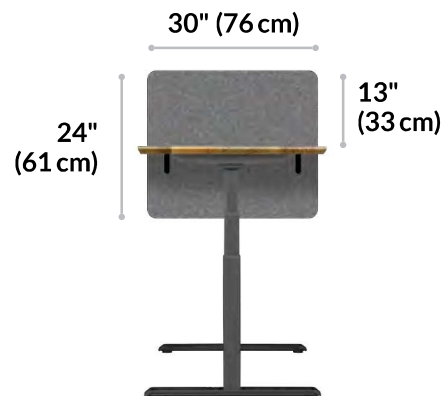


Felt Privacy + Modesty Panel 30



This panel provides privacy and sound-dampening to your active workspace. Each felt panel mounts directly to your desk or table to reduce visual distractions and hides the desktop and underside of your desk, along with cords and cables. Attaching the panel is as easy as sliding the clamps onto the desk – it requires no additional tools and takes only minutes.

- Made Specifically for the Electric Standing Desk 48x30, the Electric Standing Desk 60x30, and the Table 60x30
- Easily Attaches to Desk or Table with Included Hardware – No Tools Required
- Durable PET Felt Material
- Provides Privacy Above and Below Desk



Flip Top Training Table Modesty Panel 5'



The Flip Top Training Table Modesty Panel was designed for training spaces. Pairing perfectly with our Flip Top Training Table, this durable, acrylic panel provides privacy below the table when needed. A pivot hinge allows the panel to hang freely so the table is easy to nest and store when not in use.

- Easily Attaches to the Flip Top Training Table with Included Tools
- Durable Acrylic Panel with a Frosted Finish
- Panel Hangs Freely When Attached to the Table So It's Easy to Nest and Store
- Meets BIFMA Standards



9 1/4" (23.5 cm)



52" (132 cm)

50" (127 cm)

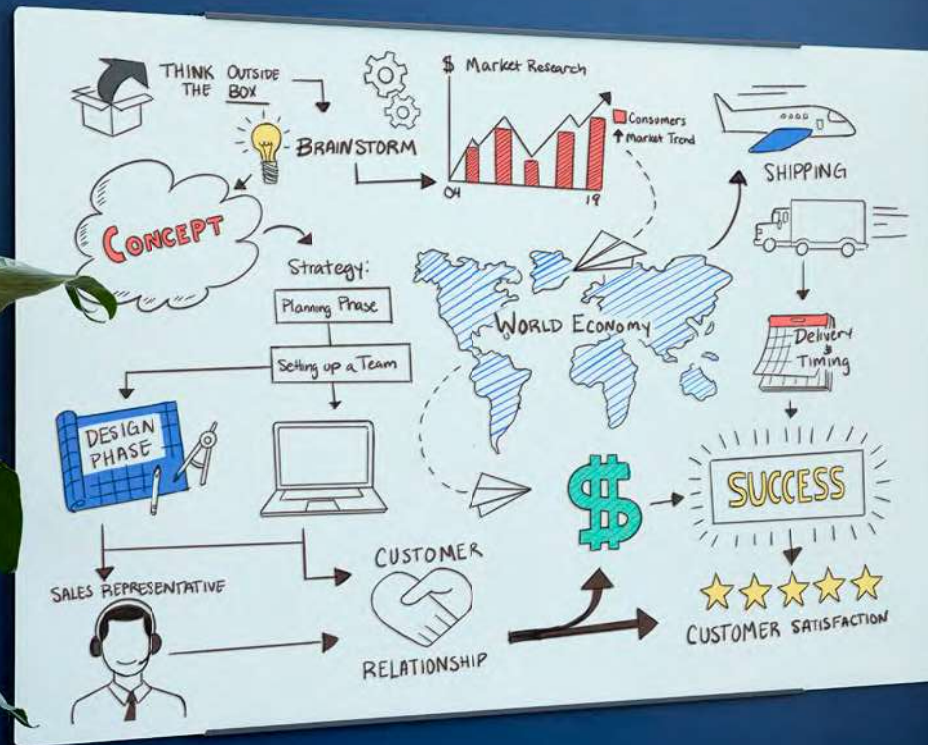
Pricing – Marker Boards



SKU	ITEM	
400351	Glass Board 72x48	
41428	Mobile White Board 48x66	
42461	Mobile Glass Board 40x72	

Glass Board 72x48

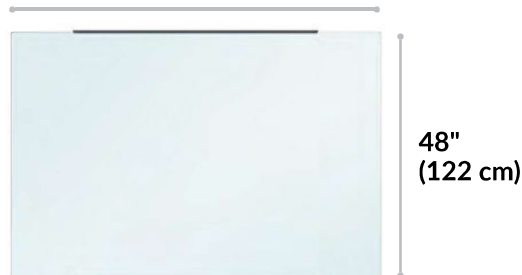
vari®



This wall-mounted Glass Board features a magnetic, erasable surface, making it perfect for collaboration and presentations. Two people can easily mount it horizontally or vertically on almost any wall using the installation template—and all the hardware you need is included. The sturdy, frameless design allows you to hang multiple boards side-by-side to maximize your writable surface area.

- Weight: 75 lb (34 kg)
- Erasable, magnetic glass surface
- Hardware and installation template included
- Can be mounted in landscape or portrait orientation
- Can be mounted with or without wall studs
- Requires two people for safe, careful installation
- Includes magnetic accessory holder (eraser and markers not included)

72" (183 cm)

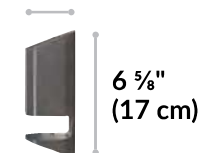


Glass Thickness
1/4" (0.5 cm)



Included Accessory Holder:

3 3/4" (9.5 cm)



Mobile White Board 48x66

vari.[®]

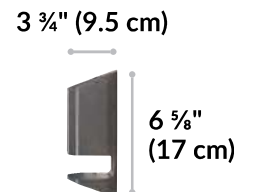
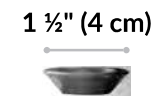
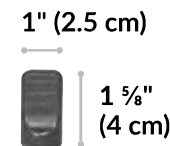
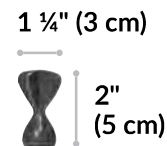
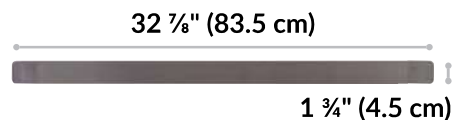


The easily movable, dual-sided white board is an easy way to add more collaboration and creativity to any environment. This board combines a sturdy steel frame with lockable casters that assemble in just minutes. It also features a writable porcelain-steel whiteboard surface on each side, so it's safe for use in classrooms. It can even be used as a movable partition between workspaces and desks.

- Dual-Sided Writable Porcelain-Steel Surface
- Roll-and-Lock Casters for Easy Mobility
- Easy Assembly
- Included Accessories:
 - Magnetic Eraser/Marker Holder
 - Magnetic Straight Edge
 - 9 Magnets (3 Different Shapes)



Included accessories:



Mobile Glass Board 40x72

vari.[®]



Finishes:



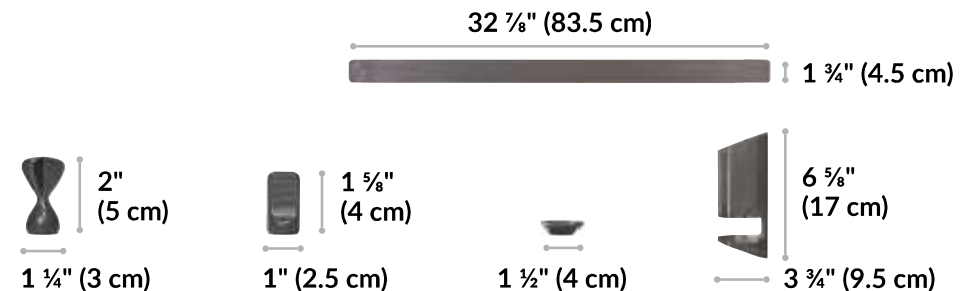
Slate

The dual-sided Mobile Glass Board 40x72 is an easy way to add collaboration and organization to any office, lecture space, or presentation hall. Easy to assemble, the Mobile Glass Board 40x72 includes roll-and-lock casters that make it easy to move. You can also link together multiple boards to create temporary partition walls. With a writable surface on each side, you can make meetings more productive.

- Dual-Sided Board Features SGCC Certified Writable and Tempered Glass Surface
- Roll-and-Lock Casters Make It Easy to Move
- Sloped Feet for Easy Nesting and Storage
- Includes Magnetic Straight Edge, 9 Magnets, and a Marker Holder
- Linking Mechanism on Top Helps to Create Temporary Partition Walls
- Easy Assembly



Included Accessories:



Pricing – Beams

vari.

SKU	ITEM	
400005	Beam Kit 48	
400006	Beam 48 Extension Kit	
400007	Beam Kit 60	
400008	Beam 60 Extension Kit	
400009	Beam Kit 72	
400010	Beam 72 Extension Kit	
400907	48" Power Pack - Starter Kit (2+2)	
400908	48" Power Pack - Extension Kit (2+2)	
400909	60" Power Pack - Starter Kit (2+2)	
400910	60" Power Pack - Extension Kit (2+2)	
400911	72" Power Pack - Starter Kit (2+2)	
400912	72" Power Pack - Extension Kit (2+2)	
400509	3' Power Whip (Liquid Tight)	
400510	4' Power Whip (Liquid Tight)	
400511	6' Power Whip (Liquid Tight)	
400512	10' Power Whip (Liquid Tight)	
400513	12' Power Whip (Liquid Tight)	
400514	15' Power Whip (Liquid Tight)	
400515	18' Power Whip (Liquid Tight)	
400516	20' Power Whip (Liquid Tight)	
400517	24' Power Whip (Liquid Tight)	
400518	25' Power Whip (Liquid Tight)	
400846	6" Extra Flex Whip	
400847	12" Extra Flex Whip (9/16")	
400848	18" Extra Flex Whip (9/16")	
401540	48" Dekko Power Pack - Starter Kit	
401541	48" Dekko Power Pack - Extension Kit	
401542	60" Power Pack - Starter Kit	
401543	60" Power Pack - Extension Kit	
401544	72" Power Pack - Starter Kit	
401545	72" Power Pack - Extension Kit	
401547	Receptacle 1 Pack (3+1)	
401548	Receptacle 2 Pack (3+1)	
401549	Receptacle 3 Pack (3+1)	
401550	Receptacle 20 amp Pack (2+2)	
400645	Power Strip 25ft	

Beam



The Beam provides grounded power and cable management at individual workstations and is designed for use in open offices. This freestanding beam also helps to provide modesty between desks for a more private space. Made of durable, powder-coated steel, this easy-to-assemble beam can be set up in minutes.

- Easy to Assemble
- Provides 15 or 20 Amps of Power
- Includes Organized Cable Management
- UL 1286 Listed, UL Certified to BIFMA Standards
- Fits Easily Between Desks



Beam Extension



The Beam Extension is meant to be used alongside the Beam in order to extend power to additional workspaces. It also helps to provide modesty between desks for a more private space. Made of durable, powder-coated steel, this easy-to-assemble extension can be set up in minutes.

- Designed to Attach to the Beam
- Easy to Assemble
- Provides 15 or 20 Amps of Power
- Includes Organized Cable Management
- UL 1286 Listed, UL Certified to BIFMA Standards
- Fits Easily Between Desks



Pricing – Privacy Booth



SKU	ITEM	
401558	Privacy Booth 3.1	
400089	Privacy Booth	

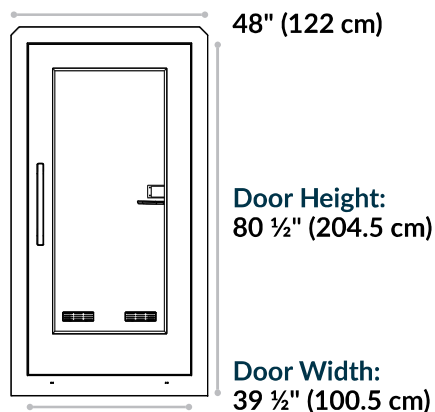
Privacy Booth



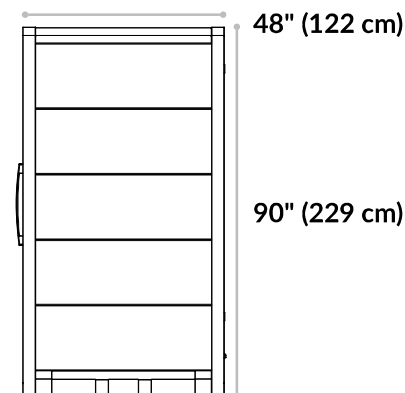
Our Privacy Booth makes it simple to step away for privacy while staying in the office. With a sound-dampening felt lining and glass door, it's a quite space for phone calls, while a fixed-height shelf and built in charging outlets let you get some work done. Extra features like lighting, ventilation openings, and an automatic running fan help keep you comfortable.

- Includes a Vari® LED Task Lamp™ and Room for an Active Chair (Sold Separately)
- 3 AC Outlets and 2 USB Ports
- A 30" Diameter Glass Skylight adds Ambient Light
- Designed to be Easy to Move as Needed
- Assembled in 15 Minutes or Less by 2 People

FRONT VIEW:



SIDE VIEW:



Pricing – Modular Collection

vari.

SKU	ITEM	
400614	Armless Seat (Deep Grey)	
400580	Armless Seat (Grey)	
400613	Armless Seat (Navy)	
401394	Armless Seat (Silver Grey)	
401044	Armless Seat (Aqua Green)	
400616	Corner Seat (Deep Grey)	
400582	Corner Seat (Gray)	
400615	Corner Seat (Navy)	
401393	Corner Seat (Silver Grey)	
401043	Corner Seat (Aqua Green)	
400618	Sectional Ottoman (Deep Gray)	
400583	Sectional Ottoman (Gray)	
400617	Sectional Ottoman (Navy)	
401395	Sectional Ottoman (Silver Grey)	
401045	Sectional Ottoman (Aqua Green)	
400581	Sectional Table	
400604	Laptop Side Table	

Modular Collection

vari.[®]



Make any casual area a multipurpose space with this modular sofa that can be arranged in a variety of ways. This flexible setup gives you the ability to change the configuration anytime you need to without sacrificing comfort. Pictured: Two Corner Seats, Three Armless Seats, One Sectional Ottoman, One Sectional Table, and a Laptop Side Table. Fabric color shown is Light Grey.

- Sofa is Customizable—All Pieces Sold Separately
- Black Metal Frame on All Items
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Navy



Silver Grey



Light Grey

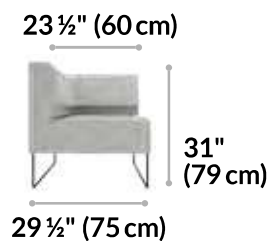


Deep Grey

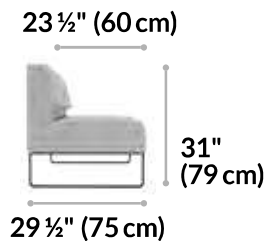


Aqua Green

MODULAR SOFA



CORNER SEAT



ARMLESS SEAT

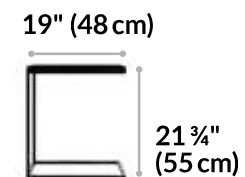


SECTIONAL OTTOMAN



SECTIONAL TABLE

LAPTOP SIDE TABLE



FRONT VIEW



SIDE VIEW

Pricing – Classic Collection

vari.

SKU	ITEM	
400720	Three-Seat Sofa (Deep Grey)	
401389	Three-Seat Sofa (Moss Green)	
401390	Three-Seat Sofa (Silver Grey)	
401392	Three-Seat Sofa (Shadow Grey)	
400725	Three-Seat Sofa (Navy)	
400643	Lounge Chair (Deep Grey)	
400611	Lounge Chair (Navy)	
400619	Coffee Table	

Executive Collection

vari.[®]



Deep, nautical tones and warm wood finishes give this collection a polished and professional look that will fit seamlessly into any executive space, whether it's for waiting, working, or meeting. Pictured: Three-Seat Sofa, Lounge Chair, and Coffee Table.

- Table Features a Walnut Laminate Finish
- Chair Available in Navy or Deep Grey Polyester
- Sofa Available in Navy, Deep Grey, Moss Green, Silver Grey Polyester Fabric, or in Shadow Grey Faux Leather Vinyl
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Navy



Deep Grey



Moss Green



Silver Grey



Shadow Grey Faux Leather Vinyl

THREE-SEAT SOFA

TOP VIEW

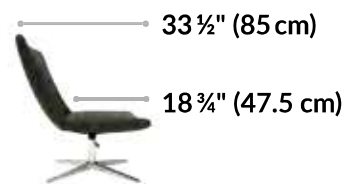


FRONT VIEW



LOUNGE CHAIR

SIDE VIEW



FRONT VIEW



COFFEE TABLE

TOP VIEW



FRONT VIEW



Pricing – Lounge Collection

vari.

SKU	ITEM	
400585	Large Ottoman (Navy)	
400586	Large Ottoman (Light Gray)	
401026	Large Ottoman (Sand Grey)	
401028	Large Ottoman (Shadow Grey)	
400587	Small Ottoman (Navy)	
400588	Small Ottoman (Light Gray)	
400589	Small Ottoman (Green)	
400590	Small Ottoman (Light Blue)	
401030	Small Ottoman (Sand Grey)	
401031	Small Ottoman (Shadow Grey)	

Lounge Collection



When it's time for a quick check-in or a casual brainstorming session, these ottomans bring laid-back comfort to any lounge area or informal meeting space. They can also serve as a convenient place to set your bag or laptop. Pictured: two Large Ottomans and one Small Ottoman.

- **Large Ottoman Colors:** Light Grey or Navy Polyester Fabric; Sand Grey and Shadow Grey Faux Leather Vinyl
- **Small Ottoman Colors:** Light Grey, Navy, Light Blue, and Green Polyester Fabric; Sand Grey and Shadow Grey Faux Leather Vinyl
- **Faux Leather Vinyl is Durable and Easy-to-Clean**
- **Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance**
- **Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture**
- **Items Sold Separately and Ship Fully Assembled**

Fabric Colors



Navy



Light Grey



Sand Grey
Faux Leather Vinyl



Light Blue



Green



Shadow Grey
Faux Leather Vinyl

LARGE OTTOMAN



OVERHEAD VIEW

49 ¾" (126 cm)



SIDE VIEW

49 ¾" (126 cm)

15" (38 cm)

SMALL OTTOMAN



OVERHEAD VIEW

30 ¾" (78 cm)



SIDE VIEW

18" (46 cm)

Pricing – Casual Collection



SKU	ITEM	
400713	Arm Chair (Deep Grey)	
400592	Arm Chair (Navy)	
400669	Round Coffee Table	
400602	Round Side Table	

Casual Meeting Collection

vari.[®]



This collection makes it easy to put together a simple discussion area for one-on-ones or small group meetings. The chairs are professional yet comfortable and the table is just the right size to give everyone space for their coffee or laptops. Pictured: Four Arm Chairs and Round Coffee Table.

- Chair color options: deep gray, navy
- Both pieces made with black metal frame
- Round Side Table available for smaller, two-chair arrangements
- Commercial-grade durability tested to 100,000 double rubs
- 100% polyester fabric with Grade 4 color-fastness and Class 4 pilling resistance

Fabric Colors



Navy



Deep Gray

ARM CHAIR

32.6" (82.8 cm)

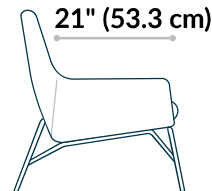


FRONT VIEW

35.4" (89.9 cm)

SIDE VIEW

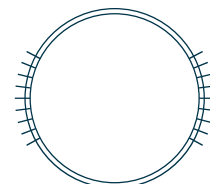
33.4" (84.8 cm)



21" (53.3 cm)

ROUND COFFEE TABLE

TOP VIEW



39.37" (100 cm)

FRONT VIEW

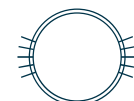


35" (88.9 cm)

20" (50.8 cm)

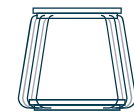
ROUND SIDE TABLE

TOP VIEW



23.2" (59 cm)

FRONT VIEW



18.7" (47.5 cm)

19.9" (50.6 cm)

Pricing – Conversation Collection

vari.

SKU	ITEM	
401396	Arm Chair (Sand Grey)	
401015	Arm Chair (Shadow Grey)	
401017	Pedestal Side Table	

Conversation Collection

vari.[®]



The Arm Chair and Pedestal Side Table combine to create perfect conversational spaces. With a foam and fiber-filled cushion for extra comfort, the Arm Chair is available in polyester or easy-to-clean faux leather vinyl. Sleek and compact, the Pedestal Side Table adds an elegant touch to any lounge or executive space. Pictured: 2 Arm Chairs and Pedestal Side Table.

- Arm Chair Features a Black Metal Frame and is Foam and Fiber-Filled for Comfort
- Table Features a Durable Black Laminate Finish and Brass Accent for an Elegant Touch
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Navy



Deep Grey



Sand Grey
Faux Leather Vinyl

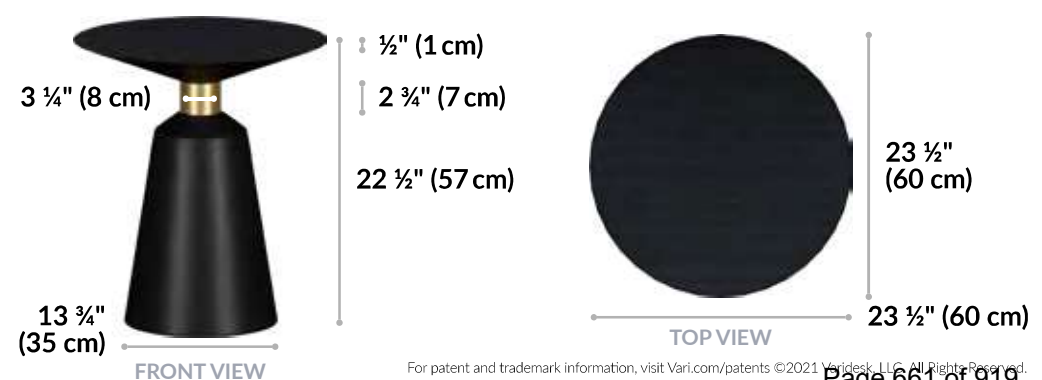


Shadow Grey
Faux Leather Vinyl

ARM CHAIR



PEDESTAL SIDE TABLE



Pricing – Quiet Seating Collection

vari.

SKU	ITEM	
400593	High Back Sofa (Light Gray/Navy Accent)	
400603	Lounge Table	

Quiet Seating Collection

vari.[®]



The sofa in this collection is designed to provide both comfort and privacy in one eye-catching signature piece. Great for focus work or more sensitive conversations, the High Back Sofa pairs perfectly with our Lounge Table. Pictured: Two High Back Sofas and one Lounge Table.

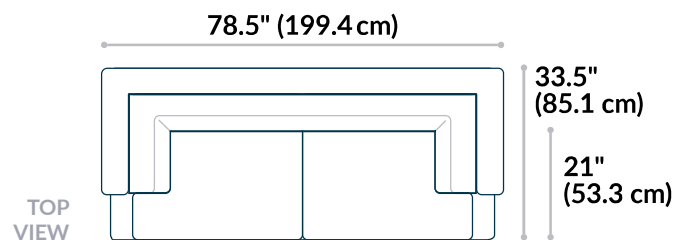
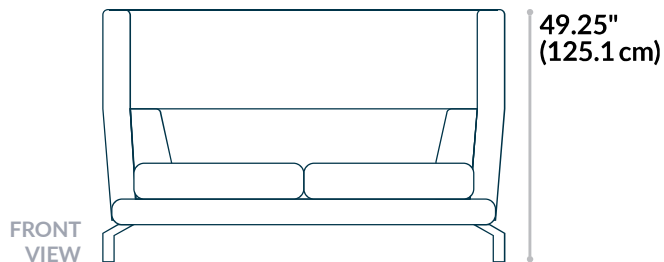
- Sofa is light gray with a navy accent and black metal legs
- Table has a white top with a black metal frame
- Commercial-grade durability tested to 100,000 double rubs
- 100% polyester fabric with Grade 4 color-fastness and Class 4 pilling resistance

Fabric Colors

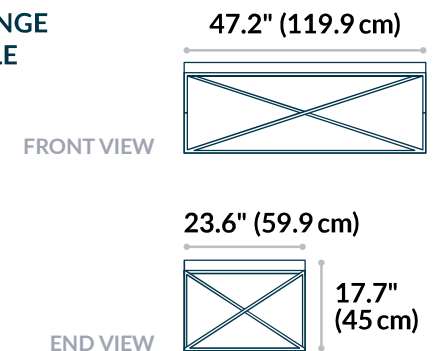


Light Gray
Navy

HIGH BACK SOFA



LOUNGE TABLE



Pricing – Private Seating Collection



SKU	ITEM	
401048	High Back Chair (Deep Grey/Light Blue)	
401049	High Back Chair (Navy/Light Grey)	

High Back Chair

vari.[®]



This comfortable single-seating option offers a private retreat for focused work or a quiet break. The tall, sound-dampening design provides a barrier that makes it ideal for social distancing in the office. The durable faux leather finish is easy to clean, and provides an upscale look and feel that complements any workspace design.

- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Features Easy-to-Clean Faux Leather Vinyl in Deep Gray and Light Blue
- Ships Fully Assembled in One Box
- Supports up to 300 lb (136 kg)

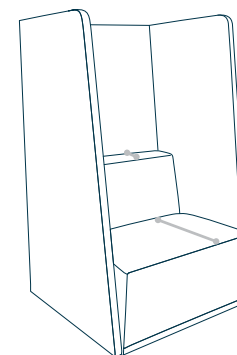
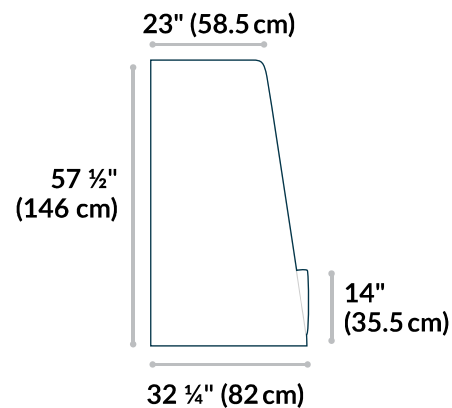
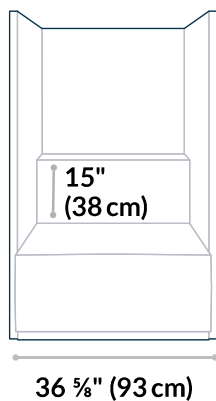
Fabric Colors



Navy Polyester Fabric
Light Gray Polyester Fabric



Deep Gray Faux Leather Vinyl
Light Blue Faux Leather Vinyl



Back Cushion Depth
5 5/8" (14 cm)

Seat Cushion Depth
22" (56 cm)

High Back Chair

vari.[®]



This comfortable single-seating option offers a private retreat for focused work or a quiet break. The tall, sound-dampening design provides a barrier that makes it ideal for social distancing in the office. The light gray and navy blue cloth upholstery is durable enough for daily use, and provides an upscale look and feel that complements any workspace design.

- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Features Durable 100% Polyester Fabric in Navy Blue and Light Gray
- Ships Fully Assembled in One Box
- Supports up to 300 lb (136 kg)

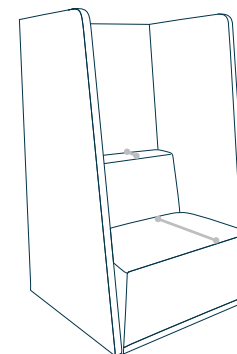
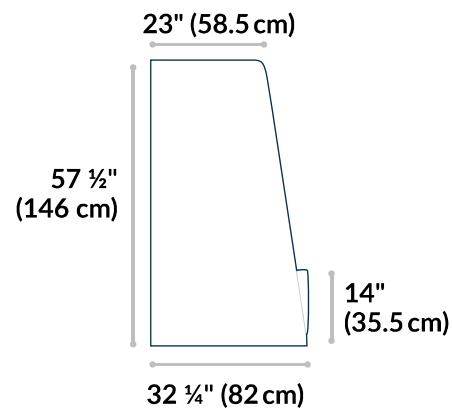
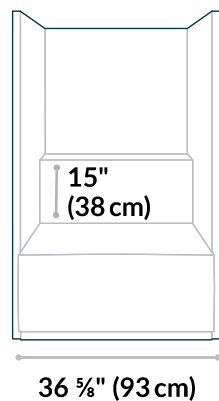
Fabric Colors



Navy Polyester Fabric
Light Gray Polyester Fabric



Deep Gray Faux Leather Vinyl
Light Blue Faux Leather Vinyl



Pricing – Huddle Collection



SKU	ITEM	
401040	High Back Lounge Chair (Burnt Orange)	
401381	High Back Lounge Chair (Shadow Grey)	
401021	Large Nesting Table	
401409	Small Nesting Table	

Huddle Collection

vari.[®]



Stylish and sleek, the Huddle Collection helps you create relaxed spaces for small groups. The High Back Lounge Chair adds a touch of style to any office or lounge area and reclines for comfort. The Small and Large Nesting Tables pair perfectly with the High Back Lounge Chair to create spaces that encourage collaboration. Pictured: High Back Lounge Chair, Small Nesting Table, and Large Nesting Table.

- Chair Features Curved Design for Upper Body Comfort and Supports up to 300 lb (136.1 kg)
- Tables Feature a Durable Marble Laminate Finish and a Black Angular Metal Frame
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors

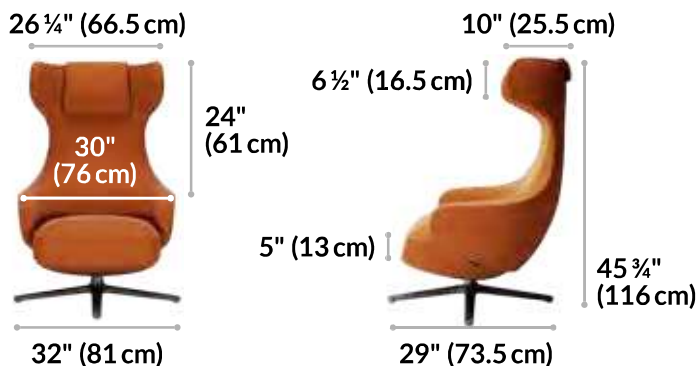


Burnt Orange

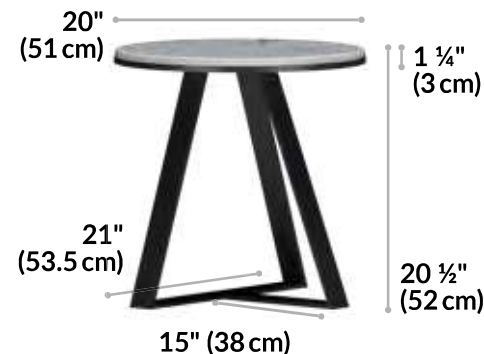


Shadow Grey

HIGH BACK LOUNGE CHAIR



SMALL NESTING TABLE



LARGE NESTING TABLE



Pricing – Contemporary Collection



SKU	ITEM		
401042	Contemporary Three-Seat Sofa (Sandstone)		
401388	Contemporary Three-Seat Sofa (Silver Grey)		
401016	Contemporary Coffee Table		

Contemporary Collection

vari.[®]



The Contemporary Collection is the perfect solution for lounge areas or executive offices. Modern and comfortable, the Contemporary Three-Seat Sofa has a sleek, black frame and foam and fiber-filled cushions for comfort. Modern and spacious, the Contemporary Coffee Table features a marble laminate finish. Pictured: Contemporary Three-Seat Sofa and Contemporary Coffee Table.

- **Sofa Features a Black Metal Frame and is Foam and Fiber-Filled for Comfort**
- **Table Features a Durable Marble Laminate Finish and Black Metal Frame**
- **Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance**
- **Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture**
- **Items Sold Separately and Ship Fully Assembled**

Fabric Colors

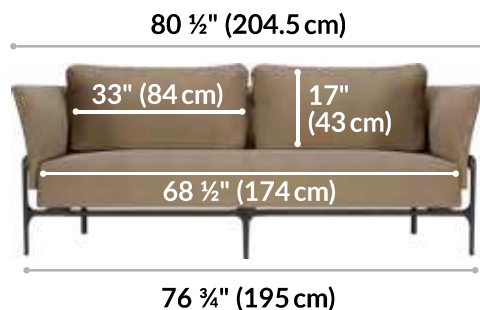


Sandstone

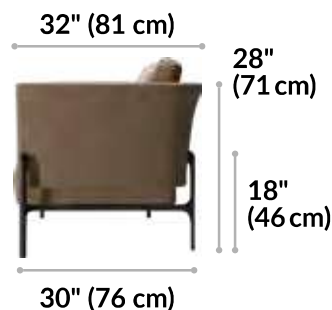


Silver Grey

CONTEMPORARY THREE-SEAT SOFA

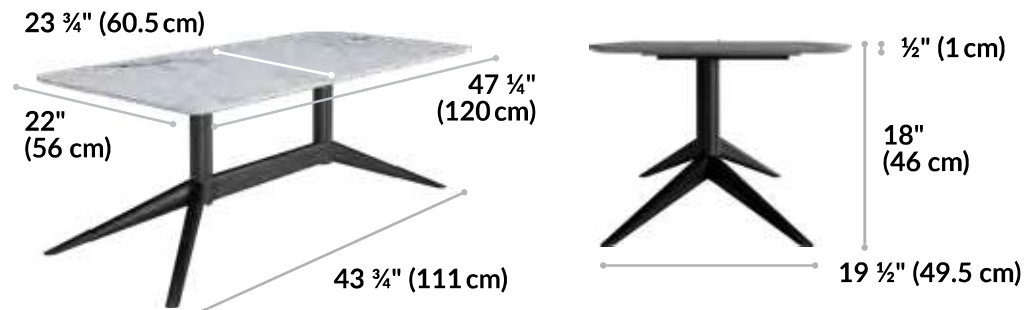


FRONT VIEW



SIDE VIEW

CONTEMPORARY COFFEE TABLE



Pricing – Walls



SKU	ITEM	
Call	QuickFlex Walls™ Panel (Clear)	
Call	QuickFlex Walls™ Panel (Clear/Frosted)	
Call	QuickFlex Walls™ Panel (Frosted)	
Call	QuickFlex Walls™ Panel (Whiteboard/Frosted)	
Call	QuickFlex Walls™ Panel (Felt)	
Call	QuickFlex Walls™ Slate Felt Extension Panel 36	
Call	QuickFlex Walls™ Silver Felt Extension Panel 36	
Call	QuickFlex Walls™ Slate Felt Extension Panel 24	
Call	QuickFlex Walls™ Silver Felt Extension Panel 24	
Call	QuickFlex Walls™ Door (Glass)	
Call	QuickFlex Walls™ Door (Frosted)	
Call	QuickFlex Walls™ Doorless (Clear)	
Call	QuickFlex Walls™ Doorless (Clear/Frosted)	
Call	QuickFlex Walls™ Doorless (Frosted)	
Call	QuickFlex Walls™ Doorless (Whiteboard/Frosted)	
Call	QuickFlex Walls™ Doorless (Felt)	



With QuickFlex Walls®, you can build an office or conference room in no time without needing a single tool. Full and split panels feature a heavy-duty aluminum frame that sets up easily using our patent-pending quick-locking system, and optional wall and ceiling anchors are available to allow you to set up in any space. QuickFlex Walls® frames are available in a slate or silver finish that complements any professional workspace.

- Patent-Pending Quick-Locking System for Simple Assembly
- Heavy-Duty Aluminum Frame
- Door Kits in Frosted or Clear Finishes Available
- Writable Tempered Glass Surface
- UL1286 Listed, UL723 Certified (Felt Panels Only), SGCC Certified (Glass Panels Only), Meets or Exceeds ANSI/BIFMA X5.6 Standards, and Greenguard and Greenguard Gold Certified



QuickFlex Walls® - Accessories

vari®

Designed to enhance our QuickFlex Walls®, our line of accessories makes it easy to create an office or conference room that meets your unique needs. Whether you need stability or a power strip, we've got you covered.



Stability Brace

The Stability Brace attaches to the bottom of QuickFlex Walls® for additional stability.

Finishes:  Slate  Silver



PowerStrip Bracket

Conveniently add a power strip to any QuickFlex Wall® with our Power Strip Bracket.

Finishes:  Slate



Stability Rail

The Stability Rail attaches to the top of QuickFlex Walls® for additional stability.

Finishes:  Slate  Silver



Anchor Base Plate

The Anchor Base Plate provides additional stability in compliance with seismic code requirements.

Finishes:  Slate  Silver



Felt Extension Panels

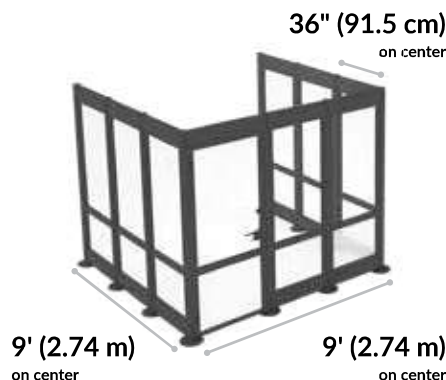
Available in 24" and 36" heights, these panels attach to the Stability Rail, extending QuickFlex Walls® vertically to increase privacy and sound dampening.

Finishes:  Slate  Silver



With QuickFlex Walls®, you can build an office or conference room in no time without needing a single tool. Full and split panels feature a heavy-duty aluminum frame that sets up easily using our patent-pending quick-locking system, and optional wall and ceiling anchors are available to allow you to set up in any space. QuickFlex Walls® frames are available in a slate or silver finish that complements any professional workspace.

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- Heavy-Duty Aluminum Frame
- Door Kits in Frosted or Clear Finishes Available
- Writable Tempered Glass Surface
- UL1286 Listed, UL723 Certified (Felt Panels Only), SGCC Certified (Glass Panels Only), Meets or Exceeds ANSI/BIFMA X5.6 Standards, and Greenguard and Greenguard Gold Certified



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Stability Rail

The Stability Rail attaches to the top of QuickFlex Walls® for additional stability.

Finishes:  Slate  Silver



Anchor Base Plate

The Anchor Base Plate provides additional stability in compliance with seismic code requirements.

Finishes:  Slate  Silver



Felt Extension Panels

Available in 24" and 36" heights, these panels attach to the Stability Rail, extending QuickFlex Walls® vertically to increase privacy and sound dampening.

Finishes:  Slate  Silver

QuickFlex Walls® Felt Extension Panel 24"



QuickFlex Walls® Felt Extension Panels are designed to easily attach to the top of our QuickFlex Walls to provide privacy sound absorption, creating a quiet place for focus work. The panels are made with sound-dampening PET felt and, like our walls, they are easy to attach or remove so you can adapt your meeting spaces as your needs change.

- Extends the Height of QuickFlex Walls
- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

Panel Finish:
Trim Finish:



Panel Height
24" (61 cm)

Post Depth
3" (7.5 cm)



Panel Width (measured center of post to center of post)
30" (76 cm) (Above Door-Adjacent Panels)
34" (86.5 cm) (Above Standard Panels)
36" (91.5 cm) (Above Door Panels)

Stability Rail Height
2" (5 cm)



QuickFlex Walls® Felt Extension Panel 24"



QuickFlex Walls® Felt Extension Panels are designed to easily attach to the top of our QuickFlex Walls to provide privacy sound absorption, creating a quiet place for focus work. The panels are made with sound-dampening PET felt and, like our walls, they are easy to attach or remove so you can adapt your meeting spaces as your needs change.

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- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

Panel Finish:
Trim Finish:



Felt
Slate



Felt
Silver



Panel Height
24" (61 cm)

Post Depth
3" (7.5 cm)



Panel Width (measured center of post to center of post)
30" (76 cm) (Above Door-Adjacent Panels)
34" (86.5 cm) (Above Standard Panels)
36" (91.5 cm) (Above Door Panels)

Stability Rail Height
2" (5 cm)



QuickFlex Walls® Felt Extension Panel 36"



QuickFlex Walls® Felt Extension Panels are designed to easily attach to the top of our QuickFlex Walls to provide privacy sound absorption, creating a quiet place for focus work. The panels are made with sound-dampening PET felt and, like our walls, they are easy to attach or remove so you can adapt your meeting spaces as your needs change.

- Extends the Height of QuickFlex Walls
- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

Panel Finish:
Trim Finish:



Panel Height
36" (91.5 cm)

Post Depth
3" (7.5 cm)

Panel Width (measured center of post to center of post)
30" (76 cm) (Above Door-Adjacent Panels)
34" (86.5 cm) (Above Standard Panels)
36" (91.5 cm) (Above Door Panels)



Stability Rail Height
2" (5 cm)



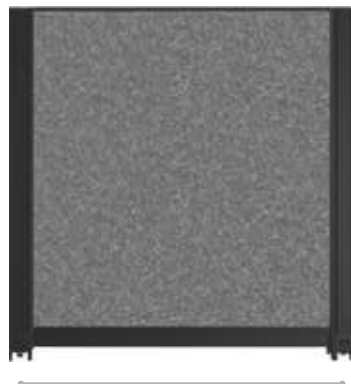
QuickFlex Walls® Felt Extension Panel 36"



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- Extends the Height of QuickFlex Walls
- Offers Privacy and Sound Dampening
- Quickly Attach or Remove Extension Panels
- Available in Slate or Silver Finish
- Available in Two Heights: 24" and 36"

Panel Finish:
Trim Finish:



Panel Height
36" (91.5 cm)

Post Depth
3" (7.5 cm)

Panel Width (measured center of post to center of post)
30" (76 cm) (Above Door-Adjacent Panels)
34" (86.5 cm) (Above Standard Panels)
36" (91.5 cm) (Above Door Panels)



Stability Rail Height
2" (5 cm)





Warranty Information

Product Warranty

Vari product warranties last 1 to 10 years from the date of purchase, depending on the product purchased.

Limited Warranty

Warranty Replacements: Failure from normal usage will be replaced free of charge and Vari will return the product at our cost.

Warranty Returns: Returns outside of the 30-day window, but before the product warranty window, require customers to pay the freight costs to send the product(s) back to our warehouse.

Defects covered by this warranty, will be repaired or, at our option, replaced. For warranty claims made during the first year after purchase, we will pay shipping costs for the returned product and for the replacement product.

In order to ensure your product maintains our superior quality standards, in most cases we fully replace defective products, rather than issuing replacement parts.

For definitions, details, and warranty return information visit vari.com/warranty

Limited Warranty

We stand behind our products and we want you to feel secure knowing that we'll work with you to resolve any issues. All new VariDesk® and Vari® products purchased in the U.S. after March 2, 2018 are covered by a limited, non-transferable warranty against defects in material or workmanship that affect your ability to operate the product as intended, and that appear due to normal use during the applicable warranty period. "Open Box Products" are sold as-is and are not covered by any warranty or return policy.

This warranty does not cover product failures due to any of the following:

- misuse or abuse
- changes in surface finish, including color-fastness or matching of colors, woodgrains, or textures
- normal wear and tear
- dye transfers caused by external contaminants
- modifications made by the user
- failure to install or maintain the products in accordance with product instructions and warnings
- damage or marking of surfaces caused by sharp or foreign objects
- pilling of textiles

This is the only express warranty offered on VariDesk® and Vari® products. **ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Warranty Information, cont.

vari®

Applicable Warranty Periods

1 Year

- Acrylic Accessory Panel 60
- Acrylic Modesty Panel 48
- Acrylic Modesty Panel 60
- Acrylic Modesty Panel 72
- Acrylic Privacy Panel 24
- Acrylic Privacy Panel 30
- Acrylic Privacy Panel 48
- Acrylic Privacy Panel 60
- Active Seat Basic
- Active Seat
- ActiveMat® Groove
- ActiveMat® Rocker
- Essential Active Stool
- Felt Privacy + Modesty Panel 30
- Felt Privacy + Modesty Panel 48
- Felt Privacy + Modesty Panel 60
- LED Task Lamp + Wireless Charger
- LED Task Lamp

2 Years

- Meeting Stool - Discontinued Model
- Metal Conference Chair
- Power Hub
- Power Strip 15 ft
- Power Strip 25 ft
- Power Strip 8 ft
- Sound Cloud
- Standing Mat 34x20
- Standing Mat 36x24
- Stool - Discontinued Model
- The ActiveMat®
- VariDesk® Laptop 30™
- VariDesk® Soho™
- Wood Chair
- Wood Conference Chair
- Wood Conference Stool - Discontinued Model

- VariDesk® Essential Vertical Lift 30*

3 Years

- Essential Desk 48x24 Two Leg*
- Essential Desk 48x24 Four Leg*
- Essential Electric Standing Desk 48x24*
- Essential Electric Standing Desk Split Top 48x24*
- Essential File Cabinet
- Essential Task Chair
- Four-Tier Locker
- Locker
- Low Locker
- QuickPro™ Table 48 - Discontinued Model
- Two-Tier Locker
- VariDesk® Essential 30*
- VariDesk® Essential 36*

Warranty Information, cont.

vari®

Applicable Warranty Periods

5 Years

- Adjustable Standing School Desk 5-12
- Beam 48
- Beam 60
- Beam 72
- Beam Extension 48
- Beam Extension 60
- Beam Extension 72
- Cable Management Tray
- Coffee Table
- Contemporary Coffee Table
- Curve Electric Standing Desk 60x30
- Drafting Chair
- Dual-Monitor Arm 180 Degree
- Dual-Monitor Arm
- Electric Standing Desk 48x30*
- Electric Standing Desk 48x30 - Discontinued Model*
- Electric Standing Desk 60x24*
- Electric Standing Desk 60x30*
- Electric Standing Desk 60x30 - Discontinued Model*
- Electric Standing Desk 72x30*
- Executive Task Chair
- File Cabinet
- Flip Top Training Table 5 ft
- Flip Top Training Table 6 ft
- Flip Top Training Table Modesty Panel 5 ft
- Flip Top Training Table Modesty Panel 6 ft
- Glass Board 72x48
- Halo Pendant 31 in
- Halo Pendant 40 in
- Hanging Desk Cubby
- High Back Conference Chair
- Laptop Side Table
- Large Nesting Table
- Lateral File Cabinet
- Locker Seat
- Locker Stand
- Lounge Table
- Mobile Glass Board 40x72
- Mobile Glass Board 48x76
- Mobile White Board 48x66
- Monitor Arm + Laptop Stand
- Nesting Training Chair
- Pedestal Side Table
- Performance Task Chair
- Privacy Booth
- Round Coffee Table
- Round Side Table
- Sectional Table
- Single-Monitor Arm
- Sit-Stand School Desk 3-12
- Slim Cabinet - Discontinued Model
- Slim File Cabinet
- Slim Storage Seat
- Small Nesting Table
- Standing Desk 48x32*
- Standing Desk 60x34*
- Standing Work Station 36x24*
- Storage Cabinet - Discontinued Model
- Storage Seat
- Task Chair with Headrest
- Task Chair
- Upholstered Conference Chair
- Upholstered Desk Chair
- VariDesk® Cube Corner® 36*
- VariDesk® Cube Plus® 40*
- VariDesk® Electric Pro Plus™ 32*
- VariDesk® Portable Laptop Stand*
- VariDesk® Pro Plus™ 30*
- VariDesk® Pro Plus™ 36*
- VariDesk® Pro Plus™ 48*
- VariDesk® Tall 40*

10 Years

- Arm Chair
- Armless Seat
- Cafe Chair
- Side Chair
- Conference Table
- Contemporary Three-Seat Sofa
- Corner Seat
- Executive Bookshelf
- Executive Electric Standing Desk Base
- Executive Electric Standing Desk Lower Modesty Panels
- Executive Electric Standing Desk Modesty Panels
- Executive File Cabinet
- Executive Lateral File Cabinet
- Executive Overhead Cabinet
- Executive Storage Cabinet
- Executive Wardrobe Cabinet
- High Back Chair
- High Back Lounge Chair
- High Back Sofa
- Large Ottoman
- Lounge Chair
- QuickFlex Walls®
- QuickFlex Walls® Anchor Base Plate
- QuickFlex Walls® Felt Extension Panel
- Round Table
- Sectional Ottoman
- Small Ottoman
- Standing Conference Table
- Standing Meeting Table
- Standing Round Table
- Standing Round Table 48 - Discontinued Model
- Standing School Desk 5-12
- Standing School Desk for Two 5-12
- Standing School Desk for Two K-5
- Standing School Desk K-5
- Standing Work Table 60x30
- Table 48x24
- Table 60x24
- Table 60x30
- Tall Cafe Chair
- Tall Side Chair
- Three-Seat Sofa

Temporary Surcharge

vari.

vari.

Hello,

We are all experiencing unprecedented global inflation in our supply chain costs and increased costs overall. At Vari, we have done our best to absorb those costs and not pass them along to you, our clients. We have tried to mitigate costs by aggressively negotiating the cost of freight and raw materials and by improving packaging efficiencies to maximize our container load.

However, the current cost of doing business has spiked in a way that we could not predict and cannot continue to fully absorb. Due to the sharp increase in the costs impacting our business, we are adding a temporary surcharge of 5% to our orders starting April 1, 2022. We will remove this surcharge when our costs start to taper back down.

Any quote provided with previous pricing will be honored for 30 days. The expiration date can be found on your quote.

Now more than ever, we thank you for being a Vari fan. We value your business and partnership and are dedicated to continuing to bring you the best products, innovation, service, and value. This increase will support our continued delivery on this commitment. Should you have any questions, please contact your Vari sales representative.

Sincerely,



Kevin Wierenga
Senior Vice President, Sales

Flexible Workspace Solutions to Support Remote & Hybrid Teams



We have a variety of business solutions to help you create workspaces that elevate your people – wherever they work. Vari created the VariDesk® and has a decade of experience shipping furniture to homes and simplifying the online ordering process through Vari.com. Today, we have a variety of flexible business programs that help companies support their employees with home workspace solutions.

Programs	Description	Value
Perks Program vari.com 	• Direct stipend to employees to purchase their own workspace solutions • Companies who would like to pass their corporate discount onto their employees to be able to purchase their own work-from-home solutions	• Employee driven purchases via credit card • Can take advantage of their company's discount for work home needs
Business Program business.vari.com 	• This Platform is designed for a Business as a self-service tool for all their workspace solutions needs with Vari • Great solution for businesses who have dedicated departments or teams that make purchasing decisions	• Controlled Purchasing Process for a Business • High Visibility into order history, tracking, and invoices
Partners Program partners.vari.com 	• Companies who are looking to purchase products for their employees but need an organized means to do so	• Procurement puts guardrails around purchases • Can limit the menu of products visible to employee • Employee makes the product selections and enters their shipping address • Order is funded by the company

* Corporate pricing may take 24 hours to set up for your company's account. Pricing valid on Vari.com orders only. | Cannot be combined with other offers. | Availability subject to change. | Patent and trademark information: vari.com/patents | ©2022 Varidesk, LLC All Rights Reserved.



RFP #22-10 Ergonomic Workplace Solutions

PREPARED FOR:
REGION 4 EDUCATION SERVICE CENTER
Attention: Chrystal Wallace, Business Operations Specialist,
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PREPARED BY:
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RFP #22-10 ergonomic Workplace Solutions-Due June 28, 2022, 2pm CT

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for ergonomic workplace solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$15 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there

are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this 24 day of June 2022, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and Vari Sales Corporation (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Office Furniture (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3 %) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Vari Sales Corporation
Attn: Sr Director of Sales
450. N Freeport Parkway
Coppell, TX, 75019

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**VARI SALES CORPORATION
A DELAWARE CORPORATION**



Signature
Sade Williams

Name

Sr. RFP and Contracts Specialist

Title

6/24/22

Date

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

**OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Sr. RFP and Contracts Specialist of and on behalf of [] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature,] _____



Signature

Sade Williams

Name

Sr. RFP and Contracts Specialist

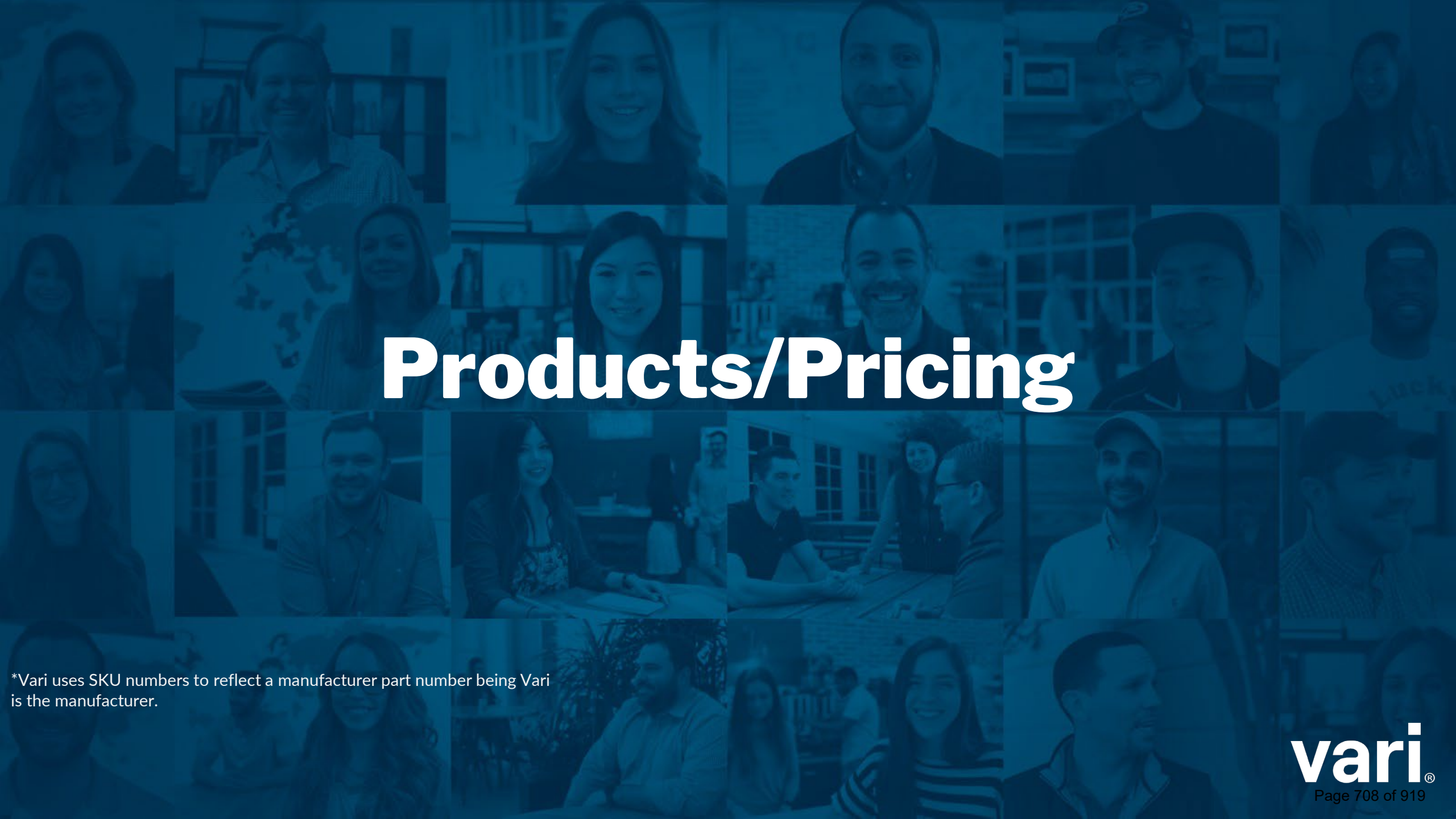
Title

6/24/22

Date

Contract Sales Report submitted electronically in Microsoft Excel:

Page 707 of 919



Products/Pricing

*Vari uses SKU numbers to reflect a manufacturer part number being Vari is the manufacturer.

PRICING | SIT- STAND CONVERTERS



SIT-STAND CONVERTERS

SKU	ITEM	DESCRIPTION	
49357	VariDesk® ProPlus™ 30 (Black)	Desk Converter	\$
43457	VariDesk® ProPlus™ 30 (Black) - GSA	Desk Converter	\$
42431	VariDesk® ProPlus™ 36 (Black)	Desk Converter	\$
49856	VariDesk® ProPlus™ 36 (Black) - TAA	Desk Converter	\$
49857	VariDesk® ProPlus™ 36 (White)	Desk Converter	\$
49358	VariDesk® ProPlus™ 48 (Black)	Desk Converter	\$
49858	VariDesk® ProPlus™ 48 (Black)	Desk Converter	\$
49362	VariDesk® Cube Corner® 36 (Black)	Desk Converter	\$
45198	VariDesk® Cube Corner® 36 (Black)	Desk Converter	\$
49884	VariDesk® Cube Plus® 40 (Black)	Desk Converter	\$
49742	VariDesk® Laptop 30™ (Black)** Warranty 1	Desk Converter	\$
49942	VariDesk® Portable Laptop Stand	Desk Converter	\$
45015	VariDesk® Tall 40 (Black)	Desk Converter	\$

5-year Warranty

VariDesk® Pro Plus™ 36

vari®



Finishes:



Black



White

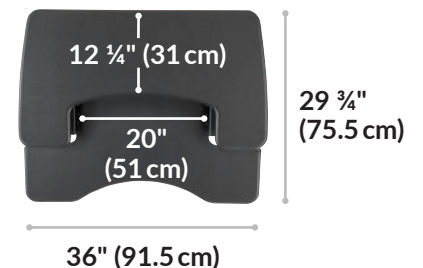
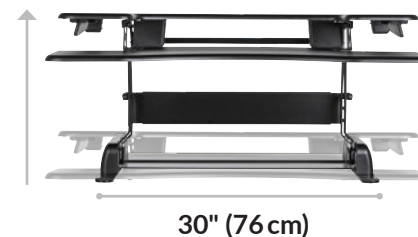
The VariDesk® Pro Plus™ 36 is a standing-desk solution sized to accommodate those with dual-monitor setups or larger workspaces. The two-tiered design with a separate keyboard/mouse deck gives you plenty of room for basics and accessories with the added convenience of never having to move any components when raising or lowering your Converter.

- Fully Assembled, No Installation Needed
- Supports up to 35 lb (15.8 kg)
- Dual-Monitor Compatible
- 11 Height Settings
- Spring-Assisted Lift



Height Settings:

4 1/2" (11.5 cm) to 17 1/2" (44.5 cm)



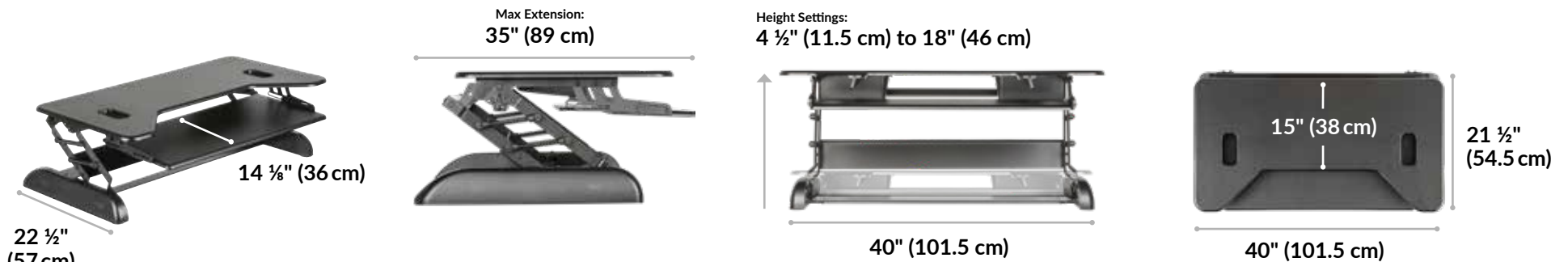
VariDesk® Cube Plus® 40

vari®



The VariDesk® Cube Plus® 40 is the perfect sit-stand solution for narrow desks or cubicle setups. With a slide-out keyboard tray and a 22 ½" (57 cm) depth, it's slim enough to use in the wings of a standard cubicle, while still offering comfort and stability whether sitting or standing.

- Fully Assembled, No Installation Needed
- Supports up to 35 lb (15.8 kg)
- Dual-Monitor Compatible
- 9 Height Settings
- Spring-Assisted Lift



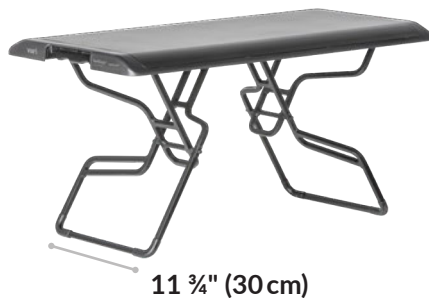
VariDesk® Laptop 30™

vari®

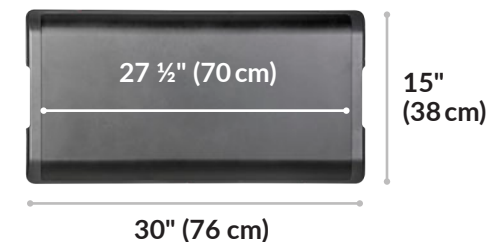


The VariDesk® Laptop 30™ is one of our most compact standing desk solutions. It's a single, flat deck that's 30 inches wide, and it pops up or folds down in seconds. It's perfect for the mobile minimalist who needs a standing desk solution that's easy to move and manage for a laptop or tablet.

- Fully Assembled, No Installation Needed
- Supports up to 15 lb (6.8 kg)
- Laptop Compatible
- 9 Height Settings
- Compact, Lightweight Design



Height Settings:
1 1/4" (3 cm) to 15" (38 cm)



VariDesk® Portable Laptop Stand



The VariDesk® Portable Laptop Stand is perfect for mobile users who are looking to stand while they work or lift their laptop for video calls. It's lightweight, compact, and designed to fit in a backpack or bag. The Portable Laptop Stand sits on any standard-height table and easily folds open for usage or flat for storage. Featuring anti-slip grips for stability while typing, the Portable Laptop Stand is perfect for users on the go.

- Raises Your Laptop 12"
- No Tools or Assembly Required
- Anti-Slip Grip on Surface and Feet for Added Stability
- Great for Use at Coffee Shops, Co-Working Spaces, or Anywhere You Want to Work
- Made of Lightweight and Strong Aluminum, Weighing just 2.4 lb
- Fits Laptops Up to 15" and 15 lb



Back Leg Width:
5 ¾" (14.5 cm)
Front Leg Width:
8 ½" (21.5 cm)



Closed Length:
16" (40.5 cm)

Closed Depth:
7/8" (2 cm)

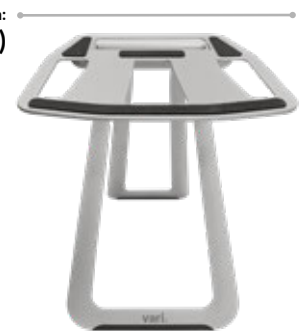
Surface Depth When Open:
9 7/8" (25 cm)



Leg Depth When Open:
9 7/8" (25 cm)

Surface Width When Open:
9 7/8" (25 cm)

Height When Open:
12" (30.5 cm)



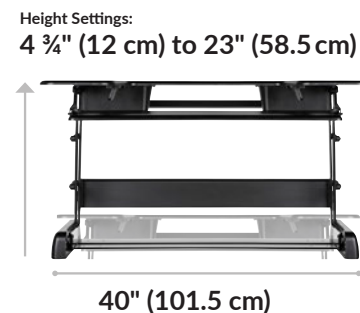
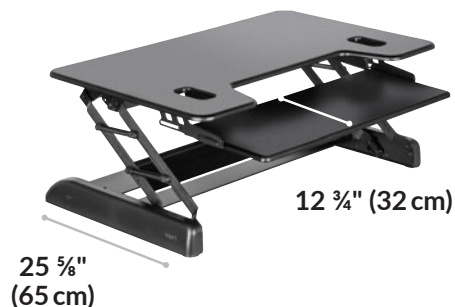
VariDesk® Tall 40

vari®



For taller users needing more height in their sit-stand solution, we've created the VariDesk® Tall 40 to accommodate users up to 6'6". This model offers the height you need and enough surface space for multiple monitors, papers, and other accessories. The lower keyboard tray slides out and fits a full-size keyboard and mouse with plenty of room to spare.

- Fully Assembled, No Installation Needed
- Supports up to 35 lb (15.8 kg)
- Dual-Monitor Compatible
- 9 Height Settings
- Spring Assisted Lift



PRICING | DESK | TABLES



SKU	ITEM	DESCRIPTION	LIST PRICE	NET PRICE	NET PRICE + FREIGHT
47455	Standing Desk 48x32 (White)	Desk	\$		
400819	Electric Standing Desk 48x30 (Butcher Block)	Desk	\$		
400818	Electric Standing Desk 48x30 (Reclaimed Wood)	Desk	\$		
400821	Electric Standing Desk 48x30 (Black)	Desk	\$		
400820	Electric Standing Desk 48x30 (Dark Wood)	Desk	\$		
400802	Electric Standing Desk 48x30 (White)	Desk	\$		
401439	Electric Standing Desk 60x24 (Black) - G2	Desk	\$		
401435	Electric Standing Desk 60x24 (Butcher Block) - G2	Desk	\$		
401437	Electric Standing Desk 60x24 (Dark Wood) - G2	Desk	\$		
401384	Electric Standing Desk 60x24 (Reclaimed Wood) - G2	Desk	\$		
401442	Electric Standing Desk 60x24 (White) - G2	Desk	\$		
400814	Electric Standing Desk 60x30 (Butcher Block)	Desk	\$		
400803	Electric Standing Desk 60x30 (Reclaimed Wood)	Desk	\$		
400816	Electric Standing Desk 60x30 (Black)	Desk	\$		
400815	Electric Standing Desk 60x30 (Dark Wood)	Desk	\$		
400817	Electric Standing Desk 60x30 (White)	Desk	\$		
401140	Electric Standing Desk 72x30 (Black)	Desk	\$		
401138	Electric Standing Desk 72x30 (Butcher Block)	Desk	\$		
401139	Electric Standing Desk 72x30 (Dark Wood)	Desk	\$		
401137	Electric Standing Desk 72x30 (Reclaimed Wood)	Desk	\$		
401087	Electric Standing Desk 72x30 (White)	Desk	\$		
401075	Electric Standing Desk 48x30 + Tray (Butcher Block)	Desk	\$		
401074	Electric Standing Desk 48x30 + Tray (Reclaimed Wood)	Desk	\$		
401077	Electric Standing Desk 48x30 + Tray (Black)	Desk	\$		
401076	Electric Standing Desk 48x30 + Tray (Dark Wood)	Desk	\$		
401078	Electric Standing Desk 48x30 + Tray (White)	Desk	\$		
401465	Electric Standing Desk 60x24 +Tray (Black) - G2	Desk	\$		
401463	Electric Standing Desk 60x24 +Tray (Butcher Block) - G2	Desk	\$		
401464	Electric Standing Desk 60x24 +Tray (Dark Wood) - G2	Desk	\$		
401462	Electric Standing Desk 60x24 +Tray (Reclaimed Wood) - G2	Desk	\$		
401466	Electric Standing Desk 60x24 +Tray (White) - G2	Desk	\$		

Desk and Tables Continued

SKU	ITEM	DESCRIPTION
47455	Standing Desk 48x32 (White)	Desk
401080	Electric Standing Desk 60x30 + Tray (Butcher Block)	Desk
401079	Electric Standing Desk 60x30 + Tray (Reclaimed Wood)	Desk
401082	Electric Standing Desk 60x30 + Tray (Black)	Desk
401081	Electric Standing Desk 60x30 + Tray (Dark Wood)	Desk
401083	Electric Standing Desk 60x30 + Tray (White)	Desk
401401	Electric Standing Desk 72x30 + Tray (Reclaimed Wood)	Desk
401402	Electric Standing Desk 72x30 + Tray (Butcher Block)	Desk
401403	Electric Standing Desk 72x30 + Tray (Dark Wood)	Desk
401404	Electric Standing Desk 72x30 + Tray (Black)	Desk
401405	Electric Standing Desk 72x30 + Tray (White)	Desk
45622	Table 48x24 (White)	Table
45756	Table 48x24 (Butcher Block)	Table
46000	Table 48x24 (Reclaimed Wood)	Table
46010	Table 60x24 (White)	Table
46077	Table 60x24 (Butcher Block)	Table
46100	Table 60x24 (Reclaimed Wood)	Table
46292	Table 60x24 (Dark Wood)	Table
43188	Table 60x24 (Black)	Table
41888	Table 60x24 (White)	Table
42205	Table 60x24 (Dark Wood)	Table
41887	Table 60x24 (Black)	Table
46293	Table 60x30 (White)	Table
46110	Table 60x30 (Butcher Block)	Table
46133	Table 60x30 (Reclaimed Wood)	Table
401617	Table 60x30 (Black)	Table
401329	Table 60x30 (White)	Table
401177	Flip Top Training Table 5' (Black)	Training Table
401252	Flip Top Training Table 5' (White)	Training Table
401375	Flip Top Training Table 6' (Black)	Training Table
401376	Flip Top Training Table 6' (White)	Training Table
43190	Conference Table (Reclaimed Wood)	Table
401050	Conference Table (Butcher Block)	Table
401051	Conference Table (White)	Table
401610	Conference Table (Black)	Table
43653	Standing Conference Table (Butcher Block)	Table

Desk and Tables Continued

SKU	ITEM	DESCRIPTION	
43762	Standing Conference Table (Reclaimed Wood)	Table	\$
43312	Standing Conference Table (White)	Table	\$
401611	Standing Conference Table (Black)	Table	\$
46188	Standing Meeting Table (Butcher Block)	Table	\$
46190	Standing Meeting Table (Reclaimed Wood)	Table	\$
46218	Standing Round Table (Butcher Block)	Table	\$
46227	Standing Round Table (Reclaimed Wood)	Table	\$
46241	Round Table (Butcher Block)	Table	\$
46246	Round Table (Reclaimed Wood)	Table	\$
45253	Standing Worktable 60x30 (Reclaimed Wood)	Table	\$

Desks & Tables	Warranty
Electric Standing Desks	5 Year
Tables	10 Year
Standing Tables	10 Year
Conference Tables	10 Year
Standing Conference Tables	10 Year
Training Tables	5 Year

Electric Standing Desk 72x30

vari.[®]

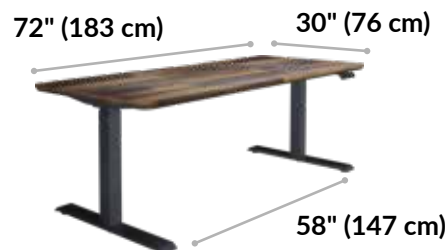


The spacious 72" wide workspace is our largest electric standing desk size. Each desk is designed to last, featuring sturdy T-Style legs for enhanced stability and a commercial-grade laminate finish that's easy to clean. Memory settings and an LED display make it easy to adjust to any height from 25"–50 ½". With multiple finishes that showcase its stylish chamfered edges, there's a look that's sure to fit your style. Don't forget to pair your desk with our accessories, including our monitor arms, standing mats, and more, to create a complete workspace.

- Assembles in Minutes
- 4 Programmable Memory Settings with LED Display
- T-Style Leg with Heavy-Duty Steel Foot for Enhanced Stability
- Supports up to 180 lb (81.6 kg)
- UL962 Listed, UL Certified to BIFMA Standards, and GreenGuard and GreenGuard Gold Certified

Finishes:

- Black Slate
- White Silver
- Dark Wood Slate
- Butcher Block Slate
- Reclaimed Wood Slate



Height Settings:
25" (63.5 cm) to 50 ½" (128 cm)

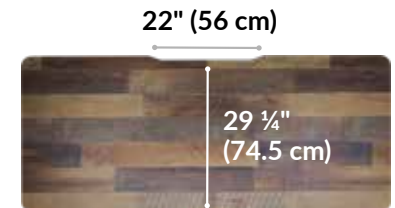


Table 60x30

vari®



The Table 60x30 gives anyone a spacious workstation, with plenty of room for a dual-monitor setup, keyboard, mouse, and more. It can be assembled in minutes and used as an individual workstation or paired with another desk as a return for more space. This desk also features legs that can link multiple desks together through our QuickGrip hand-bolt system, easily creating a seamless benching application of workstations.

- Can Link Multiple Desks for Benching Configuration
- Assembles Quickly and Easily
- Cable Management Tray
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

Top Finishes:
Leg Finishes:



Butcher Block
Slate



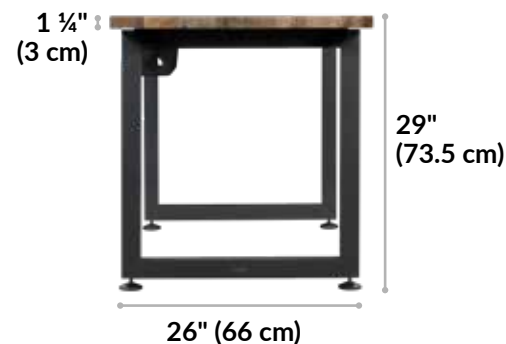
Reclaimed Wood
Slate



Black
Slate



White
Silver



Flip Top Training Table 5'

vari.[®]



The Flip Top Training Table is designed to be a flexible solution for training and collaboration spaces. With roll-and-lock casters, it's easy to move, store, or lock in place. The flip-top design and y-shaped legs make it easy to nest with other tables for storage. Plus, linking brackets connect multiple tables together, making it simple to create the perfect training space.

- Assembles in Minutes
- Tabletop Made of Durable MDF
- Composite Legs Designed for Stability when Nested or in Use
- Built-In Linking Bracket Makes Connecting Tables Quick and Easy
- Pairs Perfectly with the Flip Top Training Table Modesty Panel for Privacy
- Supports up to 125 lb (56.7 kg)
- Meets BIFMA Standards

Finishes:  Black  White



Conference Table

vari.[®]



Our Conference Table is designed for seated meetings and meets ADA accessibility guidelines. It features a durable laminate finish, a center opening for cable management, and plenty of room for meetings of up to six seated people. The roll-and-lock casters make the Conference Table easy to move, plus, the simple assembly process only takes a few minutes and requires no additional tools.

- Accommodates Meetings with up to Six Seated People
- Roll-and-Lock Casters Make It Easy to Move
- Meets ADA Accessibility Guidelines
- Center Opening for Cable Management
- Holds up to 300 lb (136 kg)
- Assembles in Minutes without Extra Tools

Top Finishes:
Leg Finishes:



Butcher Block
Slate



Reclaimed Wood
Slate



Black
Slate



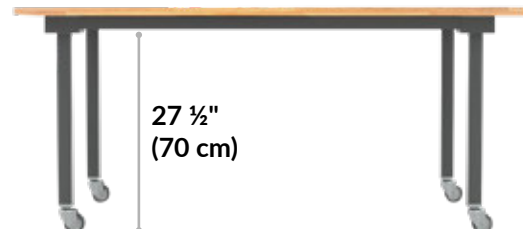
White
Slate

72" (183 cm)



14 ½" (37 cm)

42"
(106.5 cm)



27 ½"
(70 cm)

30 ½"
(77.5 cm)



28 ¾"
(73 cm)

Standing Conference Table

vari.[®]



The generous work surface easily accommodates up to 8 people, and the lower shelf is perfect for storage or resting a foot. We also offer tall conference chairs for seating options. The Standing Conference Table assembles in minutes thanks to our QuickGrip hand-bolt system. Its sturdy and durable frame makes it a heavy-duty meeting table, but our roll-and-lock casters help you easily move it when necessary.

- Lockable Casters
- Assembles Quickly and Easily
- Center Opening for Cable Management
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

Top Finishes:
Leg Finishes:



Butcher Block
Slate



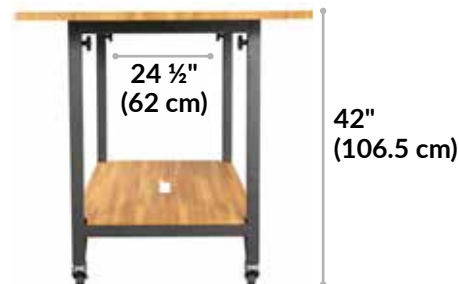
Reclaimed Wood
Slate



Black
Slate



White
Slate



Standing Meeting Table

vari.[®]



Make the most of your meetings with the Standing Meeting Table. With easy assembly and the ability to link multiple tables together, you can create a meeting space that fits the size of your room or group in minutes. Each table is made from commercial-grade materials and can be set to one of three different heights. With the option to meet sitting or standing, it's perfect for quick meetings or long work sessions.

- Assembles Quickly and Easily
- Durable Laminate Finish
- Multiple Tables Can be Linked Together
- Center Grommet for Cable Management
- 3 Different Height Settings
- Supports up to 300 lb (136 kg)

Finishes:



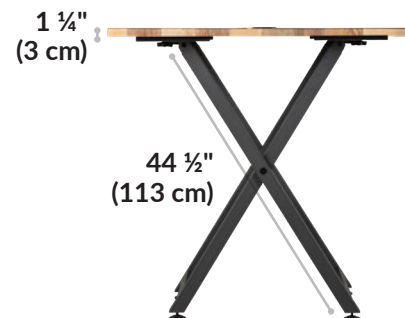
Butcher Block
Slate



Reclaimed Wood
Slate

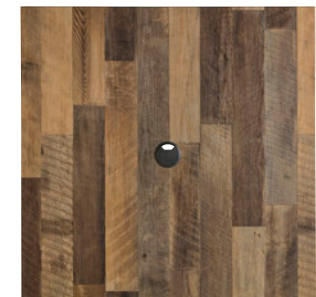


45" (114.5 cm)
42" (106.5 cm)
39" (99 cm)



1 1/4"
(3 cm)

44 1/2"
(113 cm)



42"
(106.5 cm)

Standing Round Table

vari.[®]



The Standing Round Table is a multifunction table. It's where you meet or where you eat. Great for standing meetings, the large work surface gives up to 4 people plenty of elbow room, and there are tall seating options available. This table is sturdy, stable, and easy to move wherever you need it. Like all Vari[®] products, it assembles easily in just a few minutes.

- All Tools Included
- Assembles in Minutes
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

Finishes:



**Butcher Block
Slate**



**Reclaimed Wood
Slate**

1 ¼" :
(3 cm)



42" (106.5 cm)



41" (104.1 cm)

Round Table

vari.[®]



The Round Table is perfect for informal seated meetings, meals, or coffee breaks. It's just the right height for casual lounge or cafe areas and offers plenty of tabletop space for up to 4 people. The Round Table is sturdy, stable, and easy to move wherever you need it. Like all Vari[®] products, this table assembles easily in just a few minutes.

- All Tools Included
- Assembles in Minutes
- Durable Laminate Finish
- Supports up to 300 lb (136 kg)

Finishes:



**Butcher Block
Slate**

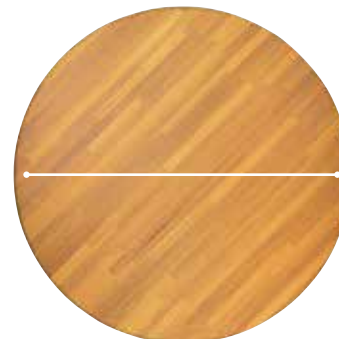


**Reclaimed Wood
Slate**

1 1/4"
(3 cm)



29"
(73.5 cm)



41" (104.1 cm)

Vari Mats

SKU	ITEM	DESCRIPTION	LIST PRICE	NET PRICE	NET PRICE + FREIGHT
49866	Standing Mat 34x20	Mat			
400780	Standing Mat 36x24	Mat			
49892	The ActiveMat®	Mat			

1-year Warranty

Monitor Arms

SKU	ITEM	DESCRIPTION	
48003	Dual-Monitor Arm	Monitor Arm	\$
49920	Dual-Monitor Arm	Monitor Arm	\$
48002	Single-Monitor Arm	Monitor Arm	\$
49911	Single-Monitor Arm	Monitor Arm	\$
41513	Dual-Monitor Arm 180 Degree	Monitor Arm	\$
48017	Monitor Arm + Laptop Stand	Monitor Arm	\$

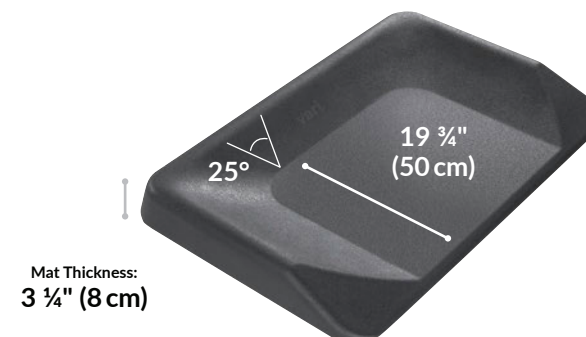
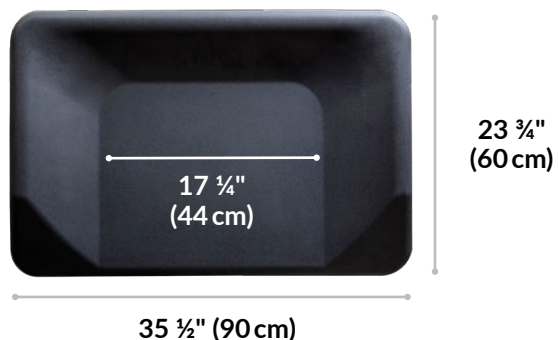
1-year Warranty

The ActiveMat®

vari.®

The ActiveMat® allows your feet to explore and engage different muscles while standing. Stretch, shift, and stand in a multitude of positions guided by the dynamic shape of this unique anti-fatigue mat. Its durable, high-density core gives long-lasting and soft cushioning throughout your day.

- Beveled, No-Curl Edges
- Durable, High-Density Core
- Supports Feet, Knees, Hips, and Back
- Raised Side Rails and Wide, Calf Stretching Panel
- Engages Different Muscles While Standing



Standing Mat 36x24

vari.[®]



The perfect companion accessory to your standing desk, this durable desk mat cushions and supports your feet, knees, hips, and back as you work. The Standing Mat 36x24 provides cushioned support all day long.

- Beveled, No-Curl Edges
- Easy to Clean
- Supports Feet, Knees, Hips, and Back



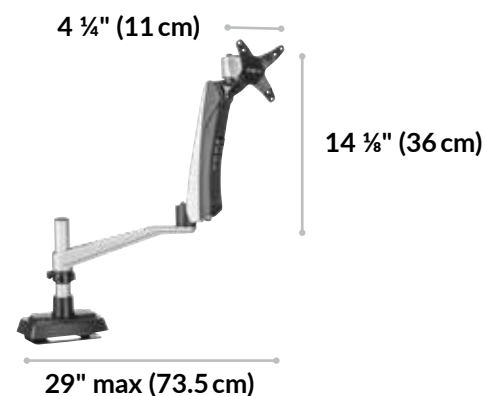
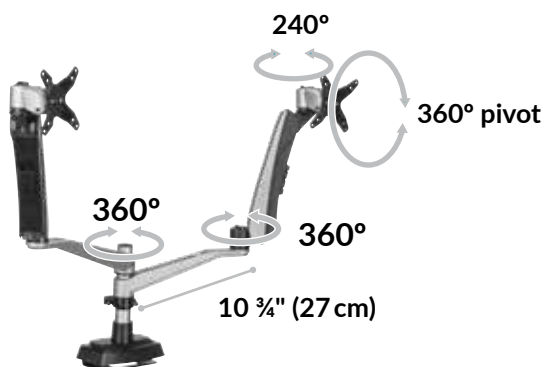
Dual-Monitor Arm

vari.[®]



The Dual-Monitor Arm works seamlessly with all of our desks. Each arm is fully adjustable and can hold up to 19.8 lb (9 kg). They're also easy to install and are VESA standard compatible, so they can accommodate most monitors.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio
- Monitor Rotates 360 Degrees
- Fully Articulating
- Easy Installation



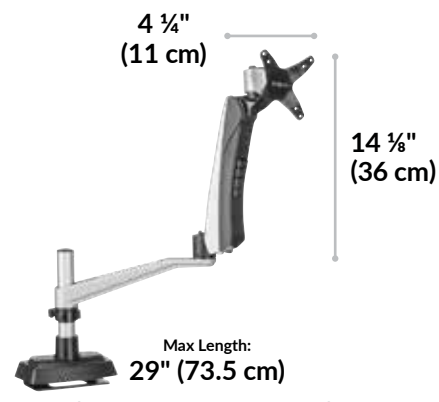
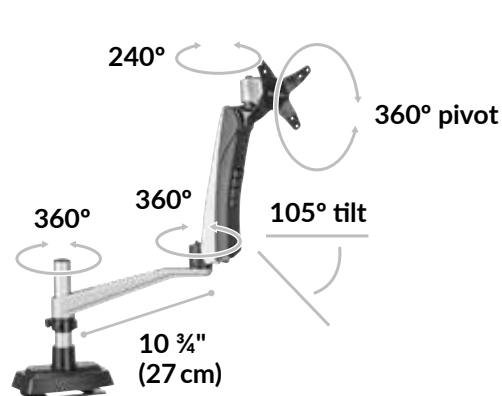
Single-Monitor Arm

vari.[®]



Our Single-Monitor Arm lets you position your monitor right where you want it so you can work comfortably. This adjustable arm can rotate 360° and holds up to 19.8 lb (9 kg). It's also easy to install and VESA standard compatible, so it can accommodate most monitors.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio
- Monitor Rotates 360 Degrees
- Fully Articulating
- Easy Installation



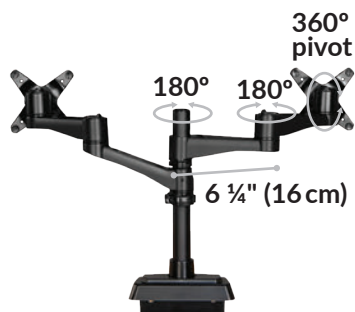
Dual-Monitor Arm 180 Degree

vari.[®]



Compact space doesn't have to mean compromise. The Dual-Monitor Arm 180 degree has a 180° range of movement so you can position a pair of monitors flush against a wall or cubicle. With the Dual-Monitor Arm 180 Degree, you can lift your monitors up to gain more desk space and position them where they're most comfortable.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Monitor Rotates 360 Degrees
- Easy Installation
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio



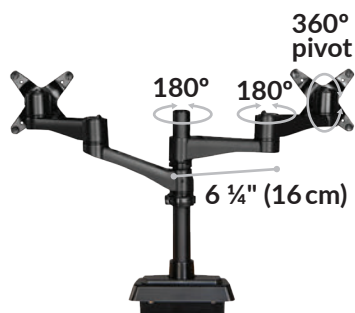
Dual-Monitor Arm 180 Degree

vari.[®]



Compact space doesn't have to mean compromise. The Dual-Monitor Arm 180 degree has a 180° range of movement so you can position a pair of monitors flush against a wall or cubicle. With the Dual-Monitor Arm 180 Degree, you can lift your monitors up to gain more desk space and position them where they're most comfortable.

- Monitor Arm Supports up to 19.8 lb (9 kg) Per Arm
- VESA Compatible (75x75mm and 100x100mm)
- Monitor Rotates 360 Degrees
- Easy Installation
- Max Monitor Size: 27" (68.5 cm)
- Recommended for Monitors with 16:9 Aspect Ratio



Lighting & Power

SKU	ITEM	DESCRIPTION	
42686	LED Task Lamp + Wireless Charger (Black)	Lamp	\$
43369	Power Hub	Power Hub	\$
42007	Power Strip 8ft	Power Strip	\$
43148	Power Strip 15ft	Power Strip	\$
43158	Power Strip 25ft	Power Strip	\$
400645	Power Strip 25ft	Power Strip	\$

1-year Warranty

Storage

SKU	ITEM	DESCRIPTION	
400742	File Cabinet (Slate)	Storage	
400719	File Cabinet (White)	Storage	
401555	Lateral File Cabinet (Slate)	Storage	
400718	Slim File Cabinet (Slate)	Storage	
400744	Slim Storage Seat	Storage	
400743	Storage Seat	Storage	
401461	Hanging Desk Cubby (GSA)	Storage	

5-year Warranty

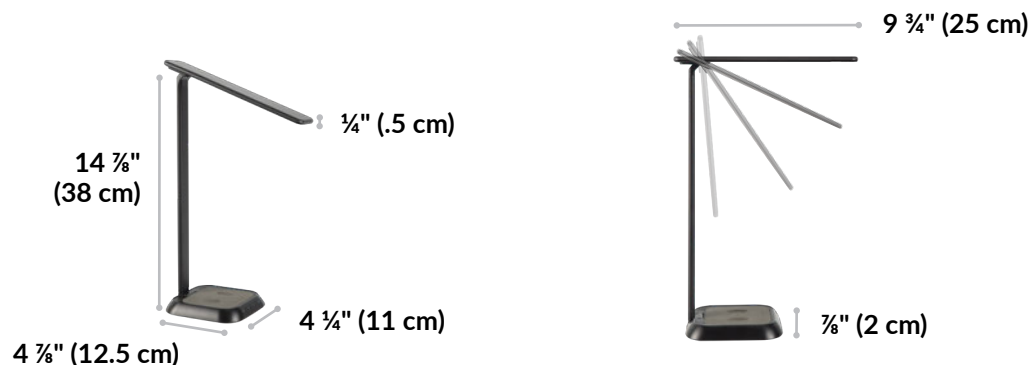
LED Task Lamp + Wireless Charger

vari.[®]



The LED Task Lamp + Wireless Charger offers fast, convenient, cordless charging and customizable LED light. The base doubles as a wireless charger for compatible phones, and the long-lasting, flicker-free LED offers 4 brightness and color settings. It comes fully assembled and ready to light up your workspace.

- Wireless Phone Charger in Base charges Qi compatible devices
- Energy-Efficient, Long-Lasting LEDs, No Bulbs to Replace
- 4 Color Settings: Warm White, Soft White, Natural White, Cool White
- Simple Touch Switches for All Functions
- UL Listed Adapter



Power Hub

vari®



The Power Hub is a simple way to charge all your devices and power on all your electronics in one place. Plug the Power Hub into a grounded outlet, clamp it to the edge of your desk or table, tighten, and you're ready to work. Keep your electronics right where you need them and keep desktops organized with all your cords and cables plugged into one place.

- Easily Clamps to Desk
- 3 AC Outlets and 2 USB Ports (3.0 A and 2.4 A)
- Includes an Overload Protector to Safeguard Your Devices



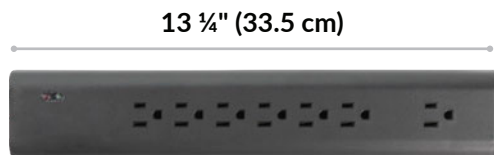
Power Strip

vari.[®]



Vari[®] Power Strip provides a safe, convenient power source for any active workspace. Designed with 7 outlets and built-in surge protection, it can accommodate plenty of devices, large and small. The attractive slate gray finish will complement any Vari office product perfectly.

- 3 Cord Lengths Available: 8ft, 15ft, and 25ft
- 45° Angled Plug
- 7 Outlets
- Includes a Surge Protector to Safeguard Your Devices

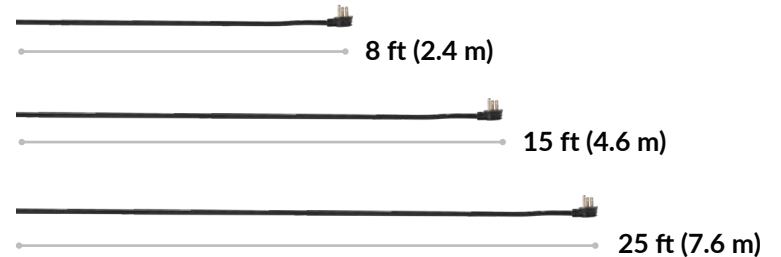


1 1/8"
(3 cm)



2 3/8"
(6 cm)

3 Lengths Available:



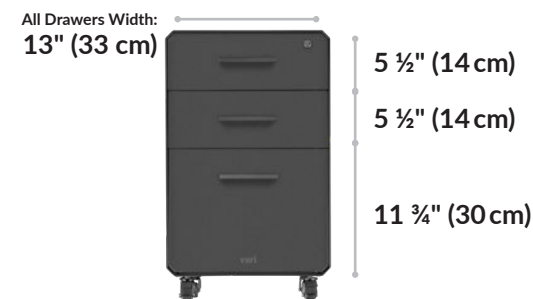
File Cabinet

vari.[®]



The File Cabinet is your personal filing and storage solution. It's easy to get organized with 3 soft-close drawers, drawer divider, and dedicated space for your letter or legal-size hanging file folders. Featuring durable powder-coated steel construction, this cabinet ships fully assembled with roll-and-lock casters and lockable drawers to safeguard devices and sensitive materials.

- Secure Drawer Lock - 2 Keys Included
- Roll-and-Lock Casters Included
- 3 Soft-Close Drawer
- Ships Fully Assembled
- Cable Opening for In-Drawer Charging



Lateral File Cabinet

vari.[®]



This versatile filing solution can hold both letter and legal-sized files. Sized to fit perfectly under our Table 60x24 and Table 60x30, it features two lockable drawers and removable bars for hanging your files. The Lateral File Cabinet ships fully assembled and ready to use right out of the box.

- Durable Steel Construction
- Two Lockable Drawers (Keys Included)
- Removable Bars for Hanging Files
- Leveling Pads for Stability



Slim File Cabinet

vari®



The Slim File Cabinet is your filing and storage solution with a sleek, slim design. It's easy to get organized with 3 soft-close drawers, drawer divider, and dedicated space for your letter or legal-size hanging file folders. Featuring durable powder-coated steel construction, this cabinet ships fully assembled with roll-and-lock casters and lockable drawers to safeguard devices and sensitive materials.

- Secure Drawer Lock - 2 Keys Included
- Roll-and-Lock Casters Included
- 3 Soft-Close Drawer
- Ships Fully Assembled
- Cable Opening for In-Drawer Charging



Slim Storage Seat

vari.[®]



A seating and storage solution in one, the Slim Storage Seat features a removable, magnetic cushion that makes it perfect for on-the-spot meetings. Its slim design fits compact spaces, and it rolls easily under any full-size desk. The 2 soft-close drawers are lockable, with plenty of space in the bottom drawer for your letter or legal-size hanging file folders. Built with powder-coated steel and roll-and-lock casters, the Slim Storage Seat ships fully assembled and ready to use.

- Secure Drawer Lock – Keys Included
- Roll-and-Lock Casters
- 2 Soft-Close Drawers
- Ships Fully Assembled
- Cable Opening for In-Drawer Charging
- Removable Cushion
- Supports up to 225 lb



Hanging Desk Cubby

vari.[®]



Store your personal and work items while keeping a clean desk with the help of the Hanging Desk Cubby. With no assembly or installation required, it easily slides onto compatible desks or tables and has enough room for your files and a small backpack or bag. Plus, a writable, glass surface on top of the cubby is perfect for making to-do lists.

- Fully Assembled
- Padding Underneath the Writable Surface and Inside the Cubby Prevents Scratching
- Made of Durable, Powder-Coated Steel
- Rear Cable Opening for Charging Portable Devices
- Easily Slides Onto Desks or Tables That Are 1 7/8" Thick
- 50 lb Weight Capacity

8 1/2" (21.5 cm)



18"
(46 cm)

Gap Height:
1 7/8" (4.5 cm)

13 1/2"
(34 cm)



15 1/4"
(39 cm)



Top Depth:
11" (28 cm)

Total Depth:
13 1/2" (34 cm)

Base Depth:
12 3/4" (32 cm)



Cable Opening Diameter:
1 1/2" (4 cm)

11 1/2" (29 cm)

Seating

SKU	ITEM	DESCRIPTION
400767	Active Seat	Chair
401493	Task Chair (Black)	Chair
401537	Task Chair (Grey)	Chair
400663	Task Chair (Black) - GSA	Chair
401494	Task Chair w/Headrest (Black)	Chair
401538	Task Chair w/Headrest (Grey)	Chair
400664	Task Chair w/Headrest (Black) - GSA	Chair
401495	Drafting Chair (Black)	Chair
401539	Drafting Chair (Grey)	Chair
400665	Drafting Chair (Black)	Chair
47257	Metal Conference Chair (Set of 2)	Chair
47258	Wood Conference Chair (Slate) (Set of 2)	Chair
49780	Wood Conference Stool (Slate) (Set of 2)	Chair
49789	Wood Chair (Slate) (Set of 2)	Chair
47330	Meeting Stool (Slate) (Set of 2)	Chair
47340	Stool (Slate) (Set of 2)	Chair
401104	Nesting Chair (Black) (Set of 2)	Chair
401037	Café Chair (Sand Grey)	Chair
401382	Café Chair (Shadow Grey)	Chair
401387	Tall Café Chair (Sand Grey)	Chair
401383	Tall Café Chair (Shadow Grey)	Chair
43285	Performance Task Chair	Chair
401561	Upholstered Conference Chair	Chair
43446	High Back Conference Chair	Chair
401551	Executive Task Chair	Chair
45377	Wood Chair (Espresso) Set of 2	Chair
401530	Upholstered Desk Chair (Sterling Grey)	Chair
401531	Upholstered Desk Chair (Azure Blue)	Chair

Seating	Warranty
Active Seats and Stools	1 Year
Café Chairs	10 Year
Task Chairs	5 Year
Wood and Metal Conference Seating	1 Year
Nesting Training Seats	5 Year
Upholstered Seating	5 Year

Active Seat

vari®



The Active Seat delivers an upscale touch, with a durable polypropylene seat pan that flexes to support a comfortable foam cushion. Designed to engage your leg, back, and core muscles when sitting or leaning, it helps add more movement to your day. A low seatback profile means better posture. With its articulating pedestal and ability to raise to up to 32 ½", you can rock or stretch throughout the day.

- Fully Assembled, No Installation Needed
- Lightweight Base and Handle on Seat for Easy Movement
- Dynamic Range of Motion at Any Height
- Tilt Guard Prevents Seat from Articulating Forward More than 20°
- Air-Lift Piston Mechanism
- Comfortable Foam Cushion
- Supports up to 250 lb (113.4 kg)



15 ¾" (40 cm)



17" (43 cm)



13 ½" (34.5 cm)

Seat Height Range
23" - 32 ½"
(58.5 - 83.5 cm)



17" (43 cm)

13 ¾"
(35 cm)

Task Chair

vari.[®]



This task chair provides the ergonomic comfort that seated, focused work requires. It offers a reinforced mesh back for breathability and a pivoting backrest for maximum lumbar support. Featuring adjustable settings for the chair back, seat, armrests, and seat back tilt and tension, it's a simple, flexible addition to any workspace.

- Adjustable Chair Back, Seat, Armrests, and Seat Back Tilt and Tension
- Seat is Height-Adjustable from 17 ⁵/₈" to 22"
- Assembles in Minutes with All Tools Included
- Weight Capacity of up to 300 lb
- Casters Work on Carpeted or Wood Floors
- Tested to BIFMA X5.1 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- GreenGuard and GreenGuard Gold Certified

Finishes:  Black  Grey



25 ¹/₂" (65 cm)



20" (51 cm)



Task Chair with Headrest

vari.[®]



This task chair provides the ergonomic comfort that seated, focused work requires. It offers a reinforced mesh back for breathability and a pivoting backrest for maximum lumbar support. Featuring adjustable settings for the headrest, chair back, seat, armrests, and seat back tilt and tension, it's customizable for the perfect fit. It's a simple, flexible addition to any workspace.

- Adjustable Headrest, Chair Back, Seat, Armrests, and Seat Back Tilt and Tension
- Seat is Height-Adjustable from 17 5/8" to 22"
- Assembles in Minutes with All Tools Included
- Weight Capacity of up to 300 lb
- Casters Work on Carpeted or Wood Floors
- Tested to BIFMA X5.1 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- GreenGuard and GreenGuard Gold Certified

Finishes:  Black  Grey



Chair Height Range
38 5/8" (97 cm) -
43 1/8" (110 cm)

Seat Height Range
17 5/8" (45 cm) -
22" (56 cm)



25 1/2" (65 cm)

6" (15 cm)



20" (51 cm)

20" (51 cm)

10 1/4" (26 cm)

Drafting Chair

vari.[®]



Finishes:



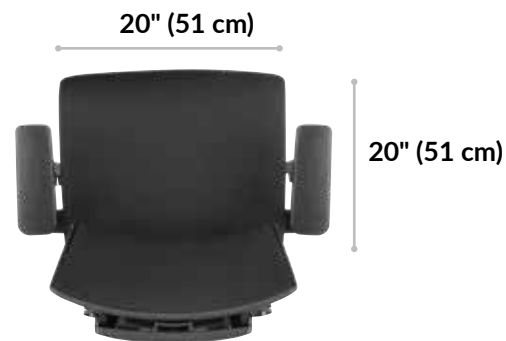
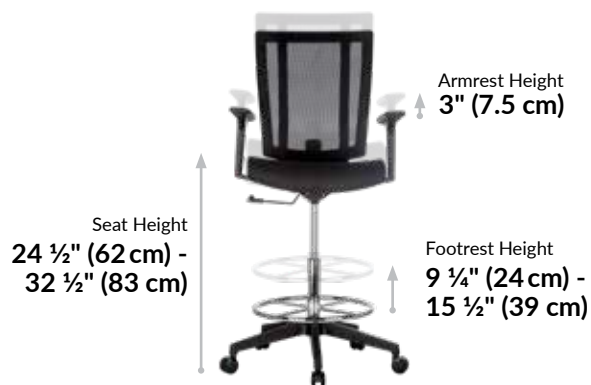
Black



Grey

Our drafting chair provides ergonomic comfort and support for those who like to work at a higher level. The reinforced mesh back for breathability and a pivoting backrest offer superior comfort and maximum lumbar support. Featuring adjustable settings for the seat, armrests, and footrest ring, it's customizable for the perfect fit. With no-tool assembly and casters that work on carpet or wood floors, it's a simple, flexible addition to any workspace.

- **Seat is Height-Adjustable from 24 ½" to 32 ½"**
- **Adjustable Armrests and Footrest Ring**
- **Assembles in Minutes with All Tools Included**
- **Weight Capacity of up to 300 lb**
- **Casters Work on Carpeted or Wood Floors**
- **GreenGuard and GreenGuard Gold Certified**



Metal Conference Chair

vari.[®]



Metal Conference Chairs are an easy and flexible way to add more seating to your space. Assembled in just minutes, these chairs feature a removable cushion for comfort. Though they're designed from durable materials, they're lightweight enough to move around your space as needed. They're the perfect option for conference rooms, meeting tables, or even bar-height seating in a café area or break space. Think you might just need a simple stool instead? The chairback can be easily removed at any time to give you options for your space.

- Can Be Used as a Chair or Stool
- Lightweight and Movable
- Durable Powder-Coated Metal Frame
- Set of 2 chairs with Removable cushion
- No Special Tools Required



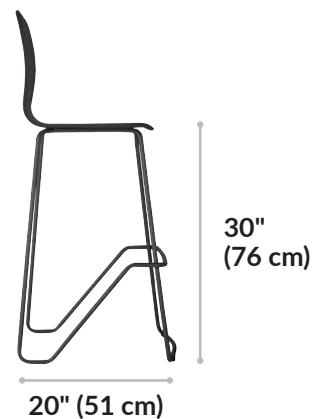
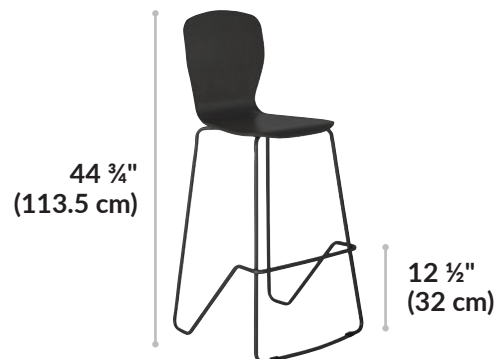
Wood Conference Chair

vari.[®]



Our high-back Wood Conference Chair combines stable, comfortable seating with simple setup for a quick seat anywhere. Assembled in just minutes without tools, it features a stylish and durable bent plywood seat with lumbar support and steel, powder-coated legs. They're perfect for bar-height counters or conference tables, and they're also easily stackable for storage and maximum flexibility in your space.

- Stackable up to 6 High
- Supports up to 250 lb (113.4 kg)
- Bent Plywood Seat
- 2 Per Box
- Easy Assembly, No Tools Required



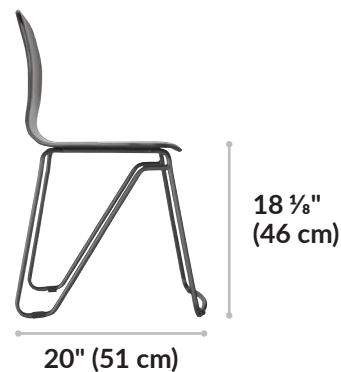
Wood Chair

vari.[®]



Our Wood Chair is more than basic table seating. Assembled in just minutes without tools, it features a stylish and durable bent plywood seat with lumbar support and steel, powder-coated legs. They're also easily stackable for storage and maximum flexibility in your space, and are perfect for guest seating, break rooms, or classroom-style configurations.

- Stackable up to 6 High
- Supports up to 250 lb (113.4 kg)
- Bent Plywood Seat
- 2 Per Box
- Easy Assembly, No Tools Required



Nesting Training Chair

vari.[®]



The Nesting Training Chair is designed to be a flexible solution for training spaces. The seat folds up so it's easy to store when not in use. The casters work on carpeted or wood floors, and the backrest pivots so that you can lean back comfortably. It also pairs perfectly with our Flip Top Training Table and Flip Top Training Table Modesty Panel.

- **Seat Flips Up for Easy Nesting and Storage**
- **Powder-Coated Steel Legs**
- **Ships Fully Assembled**
- **Supports up to 250 lb (113.4 kg)**
- **Sold As a Set of 2**
- **Meets BIFMA Standards**



Side Chair



Perfect for cafes or breakrooms, the Side Chair brings both comfort and support. With an angular frame and curved design, it's a stylish addition to any space, plus the faux leather vinyl makes it easy to clean.

- Curved Back and Sloped Arms Provide Comfortable Support
- Pairs Perfectly with the Round Table
- Black Metal Legs Provide a Stable Base
- Supports up to 300 lb (136.1 kg)
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Sand Grey
Faux Leather Vinyl



Shadow Grey
Faux Leather Vinyl



Tall Side Chair

vari.[®]



Perfect for bar-height cafe areas, the Tall Side Chair brings both comfort and support. With an angular frame and curved design, it's a stylish addition to any space, plus the faux leather vinyl makes it easy to clean.

- Bar-Height Chair Features Curved Back and Sloped Arms for Comfortable Support
- Pairs Perfectly with the Standing Round Table
- Black Metal Legs Provide a Stable Base
- Supports up to 225 lb (102.1 kg)
- Commercial-Grade Materials Tested to 100,000 Double Rubs, Grade 4 Color Fastness, and Class 4 Pilling Resistance
- Tested to BIFMA X5.4-12 and BIFMA X5.6-2010 and Meets or Exceeds BIFMA's Durability Standards for Office Furniture
- Items Sold Separately and Ship Fully Assembled

Fabric Colors



Sand Grey
Faux Leather Vinyl



Shadow Grey
Faux Leather Vinyl

22 ¼" (56.5 cm)



42 ½"
(108 cm)

29"
(73.5 cm)

12"
(30.5 cm)

12 ½" (32 cm)

13" (33 cm)

19 ½" (49.5 cm)



13 ½" (34.5 cm)

16 ½" (42 cm)

18 ½" (47 cm)

16"
(40.5 cm)



19 ½"
(49.5 cm)

17" (43 cm)

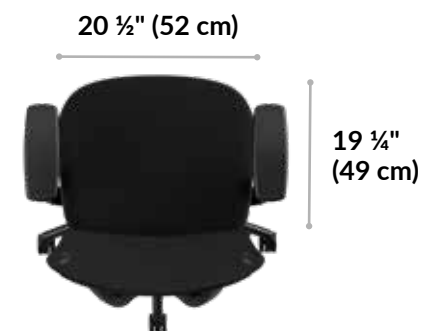
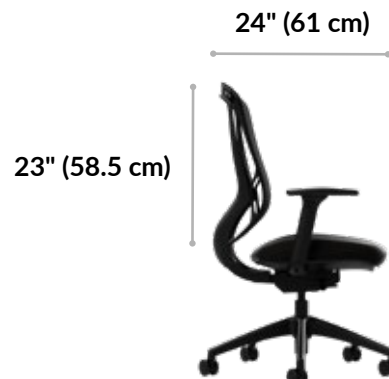
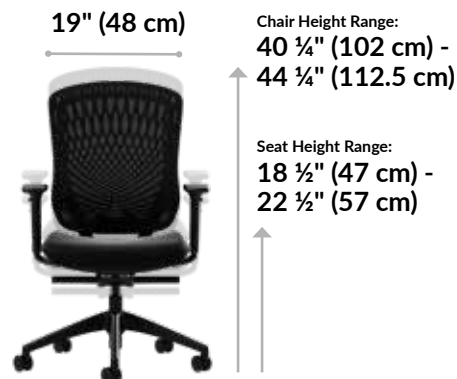
Performance Task Chair

vari.[®]



Designed with a human-centered approach, the Performance Task Chair offers all-day comfort. The breathable mesh seat back provides lumbar and spine support. With adjustable height, counter-weighted tilt mechanism, and armrests that can be adjusted in four independent positions this chair helps provide optimal seating posture. It also features a molded seat cushion with cooling gel and memory foam to keep you cool and comfortable throughout your day.

- **Breathable Mesh Lumbar and Back Support System**
- **Molded Seat Cushion with Cooling Gel and Memory Foam**
- **Adjust Armrest Height, Width, Angle, and Position**
- **Counter-Weighted Tilt for Smooth, Balanced Recline**
- **Hard Casters Glide on Carpeted or Wood Floors**
- **Supports up to 275 lb**
- **Tested to BIFMA X5.1-2017 and Meets or Exceeds Bifma's Durability Standards For Office Furniture**



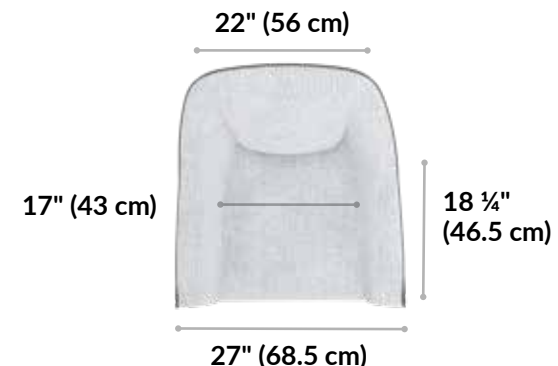
Upholstered Conference Chair

vari.[®]



Add style to any meeting or working space with the Upholstered Conference Chair. This premium chair brings together sophisticated design and unmatched durability. The faux leather vinyl outer shell and cushioned fabric seat gives the chair a unique two-tone look. The sturdy, star-shaped base provides stability and sits on hard casters that glide almost effortlessly across carpeted or wood floors. This chair adds a high-end but comfortable seating option to any executive meeting space or office.

- Faux Leather Vinyl Shell and Fabric Seat Cushions
- 360° Swivel with Pneumatic Height Adjustment
- Tilt Mechanism Enables Easy Reclining
- Sturdy, Star-Shaped Base for Stability
- Hard Casters Glide on Carpeted or Wood Floors
- Assembles in Minutes with No Tools Needed
- Weight Capacity of up to 275 lb
- Each Chair Sold Separately



High Back Conference Chair

vari.[®]



Meet in style with the High Back Conference Chair. This premium chair brings together sophisticated design and unmatched durability. The faux leather vinyl gives the chair a premium look while at the same time is remarkably easy to clean. The polished aluminum, star-shaped base provides stability and sits on hard casters that glide almost effortlessly across carpeted or wood floors. With a padded, wrap-around base and integrated seat back, this chair assists with posture, keeping you comfortable no matter how long your meeting is.

- Faux Leather Vinyl is Durable and Easy to Clean
- 360° Swivel with Pneumatic Height Adjustment
- Tilt Mechanism Enables Easy Reclining
- Polished Aluminum, Star-Shaped Base for Stability
- Assembles in Minutes with No Tools Needed
- Weight Capacity of up to 275 lb
- Each Chair Sold Separately
- Comfortably Seats 6 around Vari Conference Tables



15" (38 cm)

Chair Height Range:
42" (106.5 cm) -
45" (114 cm)

Seat Height Range:
19" (48 cm) -
22" (56 cm)



27" (68.5 cm)

23" (58.5 cm)



18 ½" (47 cm)

25 ½" (65 cm)

19 ¾"
(50 cm)

Upholstered Desk Chair

vari.[®]



The Upholstered Desk Chair is a stylish option for the home or office. With a 360-degree swivel base, a memory foam seat, and a tilt mechanism that enables easy reclining, this chair provides the ultimate in movement and comfort. Featuring a nylon base with hard casters that work on carpeted or wood floors, this chair is both durable and versatile.

- **Pneumatic Adjustment of Seat Height**
- **Lumbar Support Keeps Spine Aligned**
- **Polyester Fabric is Easy to Clean**
- **Assembles in Minutes**
- **275 lb Weight Capacity**

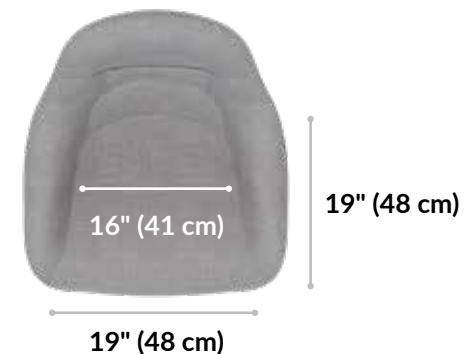
Fabric Colors:



Azure Blue



Sterling Grey



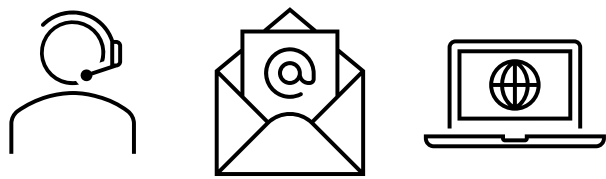


Is pricing available for all products, services, and solutions?

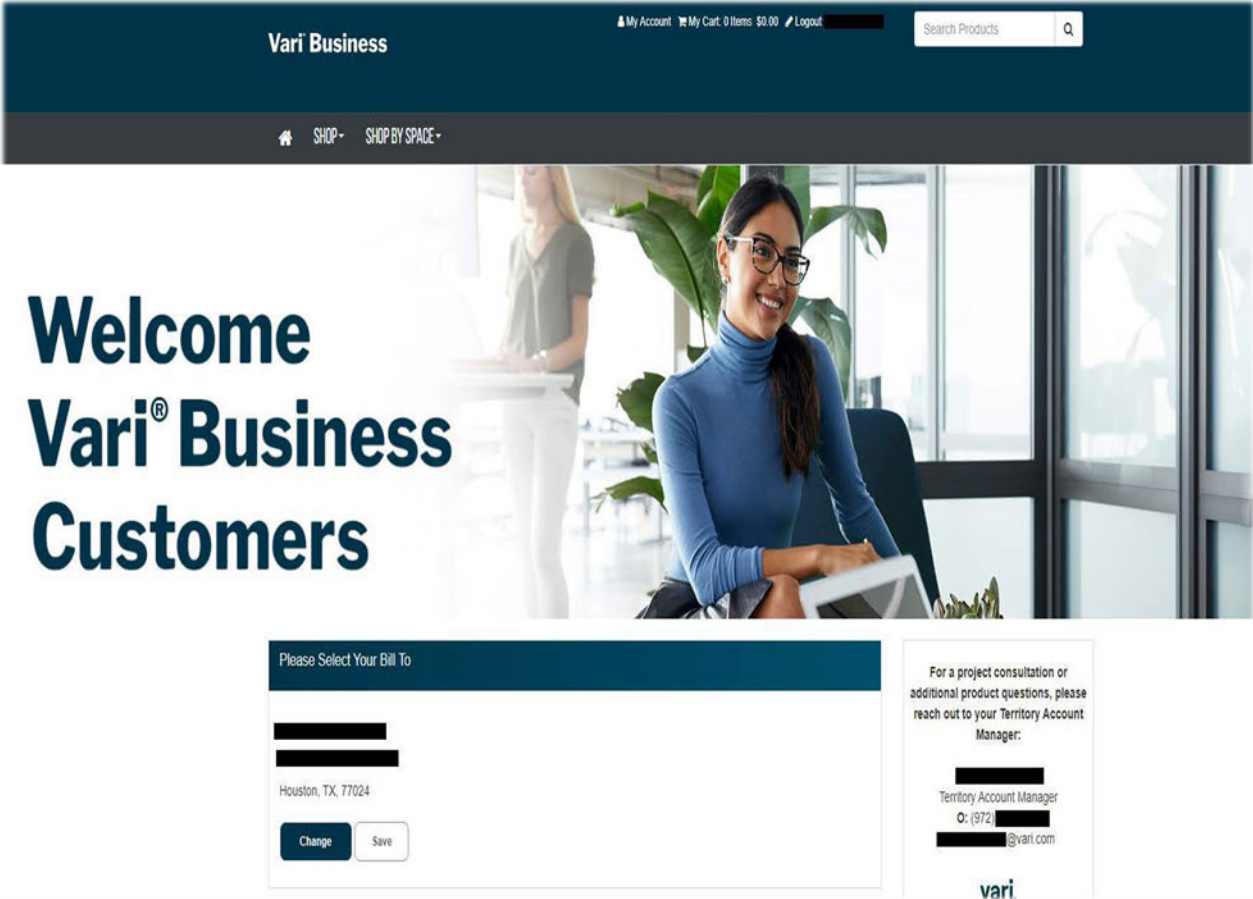


Pricing is available for all products, services, and solutions for all Region 4 contract participants.

Describe ordering methods.



Region 4 participants shall have access to all available ordering methods offered through VARI Sales Corporation: 1. Orders may be placed over our toll-free number 800-207-2587 with a live agent. 2. Purchase orders may be submitted electronically through e-mail to sales@vari.com. VARI Sales corporation offers a business-to-business website, <https://business.vari.com> in which individual agencies may elect online portal procurement to purchase using purchase cards or terms.



Describe any delivery/shipping charges and installation.

Detail ancillary, freight costs and pricing for orders placed outside Continental US. Include Dock Delivery, Inside Delivery and Deliver/Installation.

What are the minimum requirements? Detail any minimums.

STANDARD SHIPPING All Vari products include free shipping to the contiguous US. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate. Orders usually ship the next business day. Ground shipping usually takes 2-5 days to deliver to most areas. Please note that we can-not ship to P.O. Boxes. Most orders ship the next business day and freight delivery to most areas usually takes 5-7 business days.

FREIGHT DELIVERY Certain Vari products require freight delivery, which is also free to the contiguous US. Most orders ship the next business day and freight delivery to most areas usually takes 5-7 business days. A team will unload your shipment from the truck to a ground-level area outside your home or office (front door, porch, garage, etc.). You will be responsible for transporting the item(s) beyond that point. For heavy items, you may need a friend or coworker to help. Once your item(s) arrive at the local terminal, the delivery company will call you to set up a date and a 4-hour appointment window. The driver will then call you 30 minutes prior to delivery. Someone must be present to accept the delivery and sign for it. Otherwise, the item(s) will not be unloaded from the truck.

INSTALLATION/ROOM OF CHOICE All Vari products, are eligible for our premium delivery services in the lower 48 contiguous United States. Vari offers these premium delivery services free in the lower 48 contiguous states for orders that total \$30,000 or more* (tax excluded). For orders under \$30,000, extra fees are applied for premium delivery services as described on the next page.

Installation

Fees: 12% of order subtotal (excluding tax), \$240 minimum per order. You may select this option during checkout (for orders over \$5,000, excluding tax, you will be instructed to call to complete the process).

Free Installation: This service is provided free on orders that total \$30,000 or more* (tax excluded), along with a free space plan that ensures the furniture you choose will be appropriately laid out according to your business need. To schedule your free delivery and installation service, call now at 1 (800) 207-2587 and press Option 2 to speak with a Vari representative.

Delivery Time: Ships within 72 hours. 7-14 business days to most areas.

Delivery Location: A team will unload shipment from the truck and transport it to the room of customer's choice at the delivery location, assemble each item and remove all packing materials. There is a 2-floor maximum on stairways. Otherwise, deliveries can be made to any floor with direct access to an appropriately sized elevator.

Scheduling Required: Once your order has been processed, you will be contacted by a representative or receive an email with scheduling instructions. Signature Required: Someone must be present to accept the delivery and sign for it. Otherwise, the item(s) will not be unloaded from the truck. Available in the contiguous US only. Not available in Alaska and Hawaii. Due to the impact of COVID-19, our service providers may not be able to enter a home or business for deliveries to some geographic areas. If Installation cannot be completed for your specific location, we will contact you to arrange free front-door delivery and refund your shipping fees.

Room-of-Choice Delivery

Fees: 12% of order subtotal (excluding tax), \$240 minimum per order. You may select this option during checkout (for orders over \$5,000, excluding tax, you will be instructed to call to complete the process).

Free Room-of-Choice Delivery: This service is provided free on orders that total \$30,000 or more* (tax excluded), along with a free space plan that ensures the furniture you choose will be appropriately laid out according to your business need. To schedule your free delivery and installation service, call now at 1 (800) 207-2587 and press Option 2 to speak with a Vari representative.

Delivery Time: Ships within 72 hours. 7-14 business days to most areas.

Delivery Location: A team will unload shipment from the truck and transport it to the room of customer's choice at the delivery location. There is a 2-floor maximum on stairways. Otherwise, deliveries can be made to any floor with direct access to an appropriately sized elevator.

Scheduling Required: Once your order has been processed, you will be contacted by a representative or receive an email with scheduling instructions.

Signature Required: Someone must be present to accept the delivery and sign for it. Otherwise, the item(s) will not be unloaded from the truck. Available in the contiguous US only. Not available in Alaska and Hawaii. Due to the impact of COVID-19, our service providers may not be able to enter a home or business for deliveries to some geographic areas. If Room-of-Choice Delivery cannot be completed for your specific location, we will contact you to arrange free front-door delivery and refund your shipping fees. All project orders outside the continental US will have to be evaluated on a case-by-case basis and in alignment with the customer's delivery/receiving expectations. All project orders within the continental US that are under \$30k will be subject to a 12% delivery and installation charge. Anything over \$30k is eligible for free delivery and installation. All project orders outside the continental US fall outside of these guidelines and will need to be evaluated on a case-by-case basis.

Provide pricing for warranties on all products, parts, and services.



PRODUCT WARRANTY

Vari product warranties last 1 to 10 years from the date of purchase, depending on the product purchased. We encourage customers who have issues with their products to call our customer experience team or submit a ticket through their online account.

LIMITED WARRANTY

Warranty Replacements: Any failure from normal usage will be replaced free of charge and Vari will return the product to you directly at our cost. A failure is a mechanical breakdown of or defect in the unit that affects the user's ability to operate the product as intended. If it is determined that the failure was caused by misuse or abuse of the product, replacements and return shipping will be at the customer's expense.

No refunds are available after the initial 30-day risk free period.

Warranty Returns: Any returns outside of the initial 30-day guarantee window, but before the product warranty window ends, require customers to pay the freight costs to send the product(s) back to our warehouse.

Describe any return and restocking fees.

Thanks to our 30-Day Hassle-Free Returns Policy, Participating Entities may return any Vari® product for any reason within 30 days of the date of purchase! Simply call us and we'll issue Participating Entities their RMA#. Vari will cover your return shipping costs. Orders installed by Vari or an authorized third party are subject to a restocking fee of 10% of the value of the returned product for products that are returned, exchanged, or are unable to be installed. If you're returning a product that was delivered via freight, you'll need to have the product brought out to your curb for no-cost pick-up. You can have it picked up from inside your home or office at an additional cost.

Describe any additional discounts, volume purchases, promotions, special manufacturer's offers, free good programs or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Vari has simplified the furniture buying process for B2B customers with our direct-to-you sales model that cuts out the middleman mark-ups. Vari is the manufacture additional discounts, promotions, and manufacture specials aren't needed, the cost saving in comparison to our competitors is built in our business model. Never nickel and diming our fans.

Describe how customers verify they are receiving Contract pricing.

At any time, a Region 4 participant may inquire with VARI Sales Corp directly by phone, email or Live Chat function to verify contract pricing for any awarded products and services. Quotes that show Region 4 contract pricing are always available upon request! When Region 4 participants advise that they are placing an order against the contract, subsequent invoices for the order shall reference the contract number.

Describe payment methods and terms offered.

Vari accepts a variety of payments, including check, ACH, banking wire (same day payment transmission), and credit card. Payments need to be received and verified before any product is shipped. We provide financing in line with standard business furniture items. Upon internal credit review and approval, our payment terms are 50% down and Net 30 days from the product shipment date.

Propose the frequency of updates to the Offeror’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Describe how future product introductions will be priced and align with Contract pricing proposed.

Vari shall propose clear, easy and transparent pricing through the life of the contract agreement. All products shall have a 10% discount off retail pricing. Our class-leading delivery and installation costs will be available. Standard shipping shall be of no cost to the lower 48 states while Alaska and Hawaii will receive the normal FedEx posted rates.

All future products that are added to the Region 4 contract agreement shall receive the same catalog discount pricing as detailed in the proposal.

Describe any rental, leasing, or financing options.

The credit team will still have to run a credit analysis to determine a line of credit for purchases. The only difference is a PO is provided to confirm funding is approved from the state. External Financing CIT & LEAF partnership: This is a long-term payment option provided to our customers. The approval and rates are based on the 3rd party partner's credit review. If the customer is approved, the payment agreement would be between the financing company and our customer. Vari does not provide rental/leasing options for furniture products.

Provide any additional information relevant to this section.

Vari has provided a product catalog in the price list section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Read. Understand. Comply.

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

Read. Understand. Comply



Performance Capability

Describe how Offeror responds to emergency orders.

Vari offers priority shipping options such as express 2-day and overnight shipping options for an additional cost. Once a customer advises that an order requires an express shipping option either via phone, or by notification on a purchase order, we will select the appropriate shipping method for the order. The customer will be advised of the corresponding shipping costs and details prior to submitting the order. Once confirmed, the order is completed, and appropriate tracking detail will be emailed to the customer.

What is Offeror’s average Fill Rate and parts distribution?

Vari has a fill rate of 96.5%, we understand the importance of providing a complete solution.

What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Vari emphasizes that all orders are processed immediately to ensure that your order arrives on-time or sooner. Processing times being 48 hours or less, guarantees that orders will depart warehouses same day or next business day at the latest. With four distribution centers nationwide, your packages are always projected to deliver within 3-5 business days. Project orders and standard freight deliveries are always scheduled for delivery based on the customer's specified date and time. With literally, thousands of 5-star reviews regarding products, services and shipping, Vari is more than confident all participating entities will be satisfied with any order shipments.

Describe Offeror's return and restocking policy.

Thanks to our 30-Day Hassle-Free Returns Policy, Participating Entities may return any Vari® product for any reason within 30 days of the date of purchase! Simply call us and we'll issue Participating Entities their RMA#. We'll even cover your return shipping costs. We recommend keeping your original shipping box in case you need to return your order. However, if you no longer have your original box, please let us know so a return box can be provided. Contact our customer experience team at (800) 207-2587. During the first 30 days after purchase, any returns, replacements, and shipping costs are paid by Vari. Items damaged in transit may be returned or replaced at our cost under the 30-Day Hassle-Free Returns Policy. We may ask for photographic or video evidence for our records. Orders installed by Vari or an authorized third party are subject to a restocking fee of 10% of the value of the returned product for products that are returned, exchanged, or are unable to be installed. If you're returning a product that was delivered via freight, you'll need to have the product brought out to your curb for no-cost pick-up. You can have it picked up from inside your home or office at an additional cost.

Describe Offeror's ability to meet service and warranty needs.

Vari's Customer Experience is committed to providing all Region 4 participating entities with 100% satisfaction with every interaction. Our Sales teams collectively provide over 40 years of furniture sales experience and are ready to use this knowledge to best assist Participating Entities. Both our Sales and Customer Experience (CX) Teams are available for Region 4 via phone, email, or Live Chat through our intuitive website. Any changes to respective support streams will be made to the participating entities as changes happen via e-mail and phone communications. Vari knows that our fans will need to reach us beyond the basic 9am-5pm local hours. To ensure that we are available to assist all Participating Entities, Vari's operating hours are 7am-7pm CST including online Live Chat. The CX Sales Representatives and Specialists are available 7-6pm; they assist with inbound phone orders and email-based inquiries. Vari takes pride in our 24-business hour service-level agreement (SLA). To ensure that all participating entities can receive timely responses, Vari's Customer Experience professionals offer the following channels:

Contact-Us is a web-based contact form that our Business-to-Consumer (B2C) fans utilize. Once the fan completes the form, we receive it as a case record with your information and the date/time of the submission; this documents the initiation of the contact and determines our response time, which is one business day.

Vari will happily, provide real-time support for shipping statuses, document requests, return or replacements requests, product inquiries, and purchases. Your time is important! If you prefer not to wait on the IVR, Participating Entities have the option to opt-in for a queue callback, giving you an option to hold their place in line and not stay on hold.

Sales support is available through email using governmentsales@vari.com. Participating Entity customers who would like to place an order on terms, typically prefer the convenience of this channel. The Customer Experience Specialist team handles quotes, orders, issue resolution, and returns for these customers through an email-based approach. These submissions generate a case record, similar to Contact-Us. Resolution for this method is typically less than 24 business hours, however we allow for a SLA of 48 business hours.

Live Chat is another convenient method of contact available to Participating Entities and will be an active offering we have later in the year. It will provide you with the ability to speak with a Level-3 Customer Experience Representative. Each concern we receive shall be tracked to ensure 100% satisfaction and resolution. Regardless of if the concern is presented electronically or by phone, a case is generated and documented using Salesforce. Each case ties to the corresponding account and contact; we can see the frequency of contact and the nature of each correspondence. Once we start working on the case, we'll respond initially within 24 business hours or less and communicate with other departments, if needed, to fully resolve the request. Internally, departments have their standard service level, so it can take 3-5 business days to complete the request. The Account Representative can address trends or concerns by going into the account and auditing the reason for contact. Customer Experience notates each interaction while they own the relationship through completion.

Vari has and will continue to make customer satisfaction paramount to our core operations. We measure and track customer satisfaction through two channels: Inbound support calls and Contact-Us(online). After each interaction, a survey is sent via email, asking customer-oriented questions about their experience; this is a standard for any support-related call or inquiry through our Contact Us form. The Customer Experience team does a great job focusing on interactions by holding call calibrations bi-weekly. These scheduled meetings help us acknowledge the team's personalized conversations with customers and any processes or areas we can improve in to better the experience for existing customer as well as Participating Entities. As for our B2B customers, who utilize governmentsales@vari.com, that relationship is maintained by the Account Representative. They communicate directly with the customer to understand areas of opportunity. Customer Experience partners with the representative to resolve your concern; we are subject matter experts in processes and handle internal and external communication with all parties. Vari's Customer Experience department shall ensure Participating Entities' quality assurance through the following measures: 1. Logs return reasons to monitor internal errors and coach as needed 2. Hold regular call calibrations bi-weekly with all phone-using CX representatives bi-weekly, to collect feedback and navigate various customer scenarios and 3. Provide coaching sessions based on feedback from any of the methods listed

All new VariDesk® and Vari® products purchased in the U.S. after March 2, 2018, are covered by a limited, non-transferable warranty against defects in material or workmanship that affect your ability to operate the product as intended, and that appear due to normal use during the applicable warranty period. "Open Box Products" are sold as-is and are not covered by any warranty or return policy.

This warranty does not cover product failures due to any of the following: A. misuse or abuse B. changes in surface finish, including color-fastness or matching of colors, woodgrains, or textures C. normal wear and tear D. dye transfers caused by external contaminants E. modifications made by the user F. failure to install or maintain the products in accordance with product instructions and warnings G. damage or marking of surfaces caused by sharp or foreign objects H. pilling of textiles. Vari always makes our full product warranty available via our website, <http://www.vari.com/warranty-policy.html>.

Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.

Describe Offeror’s invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Each concern we receive from any Participating Entity shall be tracked to ensure 100% satisfaction and resolution. Regardless of if the concern is presented electronically or by phone, a case is generated and documented using Salesforce. Each case ties to the corresponding account and contact; we can see the frequency of contact and the nature of each correspondence. Once we start working on the case, we'll respond initially within 24 business hours or less and communicate with other departments, if needed, to fully resolve the request. Internally, departments have their standard service level, so it can take 3-5 business days to complete the request. The Account Representative can address trends or concerns by going into the account and auditing the reason for contact. Customer Experience notates each interaction while they own the relationship through completion. Vari knows that our fans will need to reach us beyond the basic 9am-5pm local hours. To ensure that we are available to assist all Participating Entities, Vari’s operating hours are 7am-7pm CST including online Live Chat. The Customer Experience Sales Representatives and Specialists are available 7-6pm; they assist with inbound phone orders and email-based inquiries.

Vari provides a 100% paperless invoicing experience. And it's extremely simple for all of our Region 4 fans. Once an order is placed, upon being shipped, the invoice will be emailed to the provided email address that we receive from the entity. For organizational purposes, separate emails may be used for invoices, shipping and order confirmation communications. Invoice terms default to NET 30 but, alternative terms may be established based on approval criteria. There are no fees for submitting payments via credit card online, credit card over IVR, credit card with a rep, purchase order or mailed payments.

Describe Offeror’s contract implementation/customer transition plan.

Vari employs a dedicated public sector team of 8 to market the contract to customers across the US. Vari will work with the OMNIA Partners selling resources to align strategic conversations with customers in order to educate them on the value of the contract.

Vari will work with OMNIA Partners on a dedicated microsite housing all contract documents and marketing resources available. Upon award, Vari will push out an email blast to inform customers of the new contract.

Describe the financial condition of Offeror.

Vari is a private company and cannot disclose financials without a non-disclosure agreement. Please the attached financials statement letter.

June 17, 2022

Region 4-Omnia

RE: RFP request

Dear Sir / Madam,

In connection with the preparation of our consolidated financials as of and for the year ended December 31, 2021, we performed a going concern evaluation (in accordance with ASC 205-40-50-5) and concluded that the Company has no going concern issues.

Under ASC 205-40-50-4, management must "evaluate whether relevant conditions and events, considered in the aggregate, indicate that it is probable that an entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued."

Best regards,



Barbara Nagy

Senior Director, Finance and Accounting
Vari Holding Corp

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.

www.vari.com is a comprehensive site dedicated to providing knowledge of all Vari and Varidesk products, product categories, company information, showroom information, customer support and resources. Product details, descriptions and specifications are available to view and download. Full support is available including our warranty, returns, shipping, FAQs and contact information. www.vari.com is a secure website. Vari’s website provides detailed information of all product categories and individual products. Full product descriptions, pricing, SKU#, availability, dimensions, color options, fabric options, customer reviews and product certifications are available. Upon award, Vari will provide participating agencies a B2B website that will be dedicated to Region 4.

Describe the Offeror’s safety record.

At Vari safety standards are a priority. Vari has not had any breaches of environmental, health or safety standards within the past 13 months!

Describe Offeror's green or sustainability program. What types of green/sustainability reporting or reviews are available?

At Vari, we care about our ecological footprint and our environmental impact. We offer products that are produced sustainably to the strictest industry standards so that you can confidently meet green building requirements knowing you're making healthier choices on behalf of your workplace environment and the earth.

As of August 2017, Vari® was the first company in the world to have sit-stand office products receive the UL BIFMA Performance Certification mark. The UL BIFMA performance mark is the first and only program that certifies that products meet BIFMA standards and provides a basis for evaluating the performance and durability of products. Besides testing with third party laboratories, Vari also has an on-site UL Data Witness lab at our manufacturing location. That means we're able to test our products on-site under supervision of a UL representative who can issue certifications. This saves us time in the testing process and allows us to bring products to market quickly without sacrificing safety or quality. Our product certification list includes GreenGuard, GreenGuard Gold, ANSI/BIFMA and TUV. Certifications are available for review for individual products or as a full list. Vari is proud to offer quality products that not only help you have a healthier workday, but also feature quality materials that are produced sustainably in healthy environments to the strictest industry standards.

Product Certification: Most of our products are GREENGUARD Certified, meaning they meet strict chemical emissions limits, and contribute to the creation of healthier interiors and indoor spaces. [Source]

GREENGUARD Gold Certification offers stricter criteria to account for sensitive individuals (such as children and the elderly) and ensures that a product is acceptable for use in environments such as schools and healthcare facilities. It is referenced by both The Collaborative for High Performance Schools (CHPS) and the Leadership in Energy and Environmental Design (LEED) Building Rating System.

Using our GREENGUARD and GREENGUARD Gold products helps to contribute to the achievement of points necessary for established green building rating systems, such as LEED, BREEAM, and Fitwel. These strict rating systems govern the balance of efficiency of a building with the health of the structure and its occupants.

Recycling and Carbon Footprint: Our cardboard delivery boxes are recycling-friendly. We're constantly looking for ways to minimize packaging. We suggest fans recycle or reuse our boxes.

- Every material that goes into our products is meticulously sourced in consideration of the full lifecycle of the product. All metals, plastics, and MDF are recyclable. If a product is returned, we consciously assess its next sustainable step, whether it's donated back to the community (if it meets quality standards) or recycled.
- At our Vari company headquarters, we have a comprehensive recycling program to help reuse precious resources. We encourage our employees to recycle and provide recycling cans throughout our headquarters.
- Our QuickFlex walls drastically minimize the use of drywall, a material that can have a negative impact on the environment once it reaches landfills. In fact, according to the EPA, commercial buildings generate 13 million tons of drywall and plasters from construction waste and demolition each year.

Companies are changing faster than ever, and our flexible workspace solutions allow them to maximize their existing office footprint without needing to build out new spaces in order to adapt.

- In addition to moving costs, each time companies move, they typically invest TI improvement in demoing unsustainable materials like drywall from interior walls, raised floors, and ceiling tiles that are rarely recyclable.
- Our solutions are designed to work seamlessly within any space —no raised floors, drop ceilings, or drywalled interior walls necessary. This reduces costs and carbon footprint.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version April 12, 2022

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

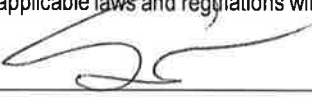
(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

APPENDIX II TO 2 CFR PART 200

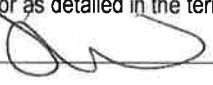
(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES  Initials of Authorized Representative of offeror

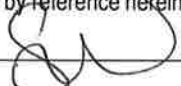
(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES  Initials of Authorized Representative of offeror

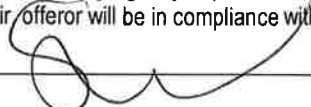
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES  Initials of Authorized Representative of offeror

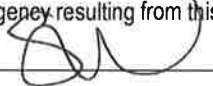
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

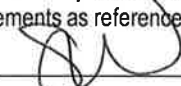
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES  Initials of Authorized Representative of offeror

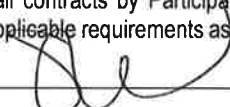
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

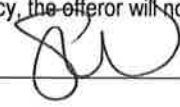
Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

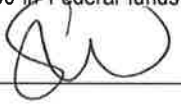
(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

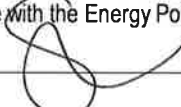
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES

See below

Initials of Authorized Representative of offeror

Products are made in US, Taiwan, China. Many TAA compliant

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES

Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES

Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Vari Sales Corporation

Address, City, State, and Zip Code:

450

Phone Number:

972-538-8065

Fax Number:

Printed Name and Title of Authorized Representative:

SR. RFP and Contracts Specialist

Email Address:

Sade.Williams@Vari.com

Signature of Authorized Representative:

[Signature]

Date:

6/24/22

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version April 12, 2022

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

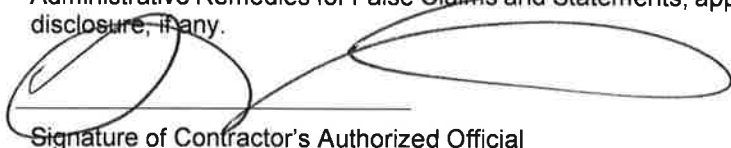
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Vari Data Corp., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Dale Williams Sr. RFP 3 Contract Special 8
Name and Title of Contractor's Authorized Official

6/24/22
Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Vari Sales Corp

Address, City, State, and Zip Code: 450 N. Freeport Parkway, Coppell, TX, 75019

Phone Number: 972 538 8065 Fax Number: _____

Printed Name and Title of Authorized Representative: Snade Williams Sr. RFP 3 Contract Specialist

Email Address: Snade.Williams@vari.com

Signature of Authorized Representative: 

Date: 6/24/22

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

Vari Safe Corporation

Organization Address:

450 N. Frengart Parkway, Cresskill, NJ

Part I Check the box that represents the type of business organization:☐

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒

For-Profit Corporation (any type)

☒

Limited Liability Company (LLC)

☐

Partnership

☐

Limited Partnership

☐

Limited Liability Partnership (LLP)

☐

Other (be specific):

Part II☒

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Don Fleaherty	2536 Brookside Dr, Irving, NJ 75019
Susan McCann	582 Loughton Dr, Cresskill NJ 75019

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Sade Williams	Title:	Sr. RFP Contract Specialist
Signature:		Date:	6/24/22

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, Sade Williams (name of affiant) residing in Saginaw (name of municipality)
in the County of Tarrant and State of Texas of full
age, being duly sworn according to law on my oath depose and say that:

I am Sr. RFP's Contract (title or position) of the firm of Vari Sales (name of firm)

Corporation, LLC the bidder making this Proposal for the bid
entitled RFP-22-10 (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the Region 4

Omnia Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Vari

Subscribed and sworn to

before me this day

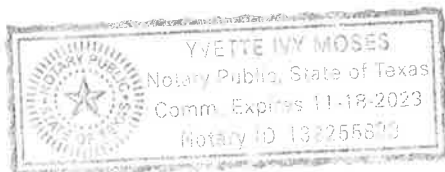
June 25, 22
Texas

Notary public of

My Commission expires 11-18-2023

(Seal)

Yvette Williams
Signature
Sade Williams
(Type or print name of affiant under signature)



AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name:

Vari Sale Corporation

Street:

450 N. Freeport Parkway,

City, State, Zip Code:

Coppell, TX, 75019

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

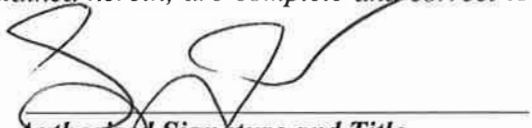
Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/24/22
Date


Authorized Signature and Title
Sr. RFP and Contract

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

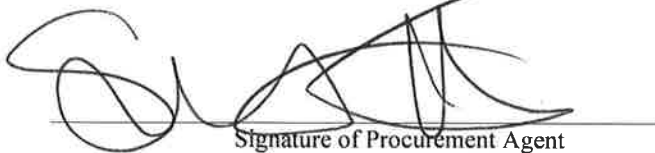
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

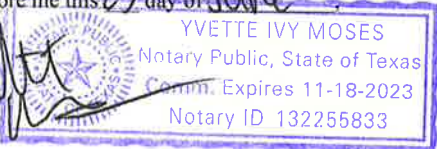
☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

Name: <u>Don Flaherty</u>	Name: <u>Jason McClain</u>
Home Address: <u>2536 Brookside Dr</u> <u>Irving TX 75063</u>	Home Address: <u>532 Layton Dr</u> <u>Coppell, TX 75019</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>25</u> day of <u>June</u> <u>22</u>	Sade Williams
(Notary Public) <u>[Signature]</u>	(Affiant)
My Commission expires: <u>[Signature]</u>	<u>Sade Williams</u>
	(Print name & title of affiant)
	(Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP #22-10 Ergonomic Workplace Solutions

VENDOR NAME: Vari Sales Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/24/2022

Date

Sade Williams Sr. RFP and Contracts Specialist

Print Name and Title

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
VARI SALES CORPORATION

TRADE NAME:

ADDRESS:
**1221 SOUTH BELTLINE ROAD, STE5
COPPELL TX 75019-4907**
EFFECTIVE DATE:

SEQUENCE NUMBER:
2303901

ISSUANCE DATE:
01/09/19

01/09/19

James J. Zuccione
Director
New Jersey Division of Revenue

FORM-BRC

(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Sarah Williams

Title: Sr. RFP & Contract

Signature: [Handwritten Signature]

Date: 6/24/22

STATE OF NEW JERSEY

Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY 83-2493517	2. TYPE OF BUSINESS ☒ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 341
4. COMPANY NAME Vari Sales Corporation		
5. STREET 450 N. Freeport Parkway	CITY Coppell	COUNTY dallas
STATE tx	ZIP CODE 75019	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) VARIDSK, LLC		
CITY Coppell	STATE TX	ZIP CODE 76131
7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 341		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY Houston	COUNTY harris	STATE tx
ZIP CODE 77092		
Region 4 ESC		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

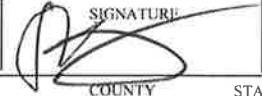
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	110	53	57	4	7	1	4	37	4	7	1	4	41
Professionals	113	49	64	11	6		7	25	11	16		3	34
Technicians													
Sales Workers	95	29	37	1	1			27		3		2	32
Office & Clerical			6									1	5
Craftworkers (Skilled)													
Operatives (Semi-skilled)	22	6	16	2	1			3		3	2	4	7
Laborers (Unskilled)	4	1	3		1					3			
Service Workers													
TOTAL	321	138	183	18	16	1	11	92	15	32	3	14	119
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
							1	1					

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 6/10/22 To: 6/24/22		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Sade Williams	SIGNATURE 	TITLE Sr. RFP and Contracts	DATE MO DAY YEAR 6 26 22
17. ADDRESS NO. & STREET 224 old wichita tr	CITY saginaw	COUNTY Dallas	STATE TX
ZIP CODE 76131	PHONE (AREA CODE, NO., EXTENSION) 302 - 276 - 3988		

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: Vari Sale Corp.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or



OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Sade William Sr. RFP & Contracts

Print Name and Title

Date

6/24/22

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION
 DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT

EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVILLE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT

RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDOPARISH, LA
CALCASIEUPARISH, LA
CALCASIEUPARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT

COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR

CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR

FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION
 DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT,
 OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPNER R.F.P.D., OR
 HEPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION
 DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
 DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT

HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
 OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION
 DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
 OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION
 DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
 OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL
 SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION
 DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,
 OR
 JUNIPER FLAT R.F.P.D., OR

JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR

LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR

MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR

OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION

SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR

SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR

TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR

WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL

MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT

DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT

RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH



Qualifications and Experience

Brief history and description of Supplier to include experience providing similar products and services.

Vari started as a pain in the rear – literally. Our friend had sciatic nerve pain and his physical therapist told him that standing at work would bring relief. When he couldn’t find a standing desk that was simple, affordable, and adjustable, we decided to make one ourselves. It worked so well that everybody in the office wanted one, and we got a ton of requests to make more. So, we did, and we haven’t stopped since. To this day, we’re passionate about helping people get more done and feel better doing it.

Total number and location of salespersons employed by Supplier.

Vari has a robust sales team totaling to 110 dedicated employees. Vari’s sales representative presence ranges throughout the united states.

Senior Sales Leadership	8
Director and Regional	17
Management, Specialist, Administrative	85
Total	110

Number and location of support centers (if applicable) and location of corporate office.

Annual sales for the three previous fiscal years.
a. Submit FEIN and Dunn & Bradstreet report.

Corporate Office: 450 Freeport Pkwy, Coppell, TX 75019
Vari has 1 Customer Support Call Center located at our corporate office.
We stock our own inventory and have three distribution centers across the U.S. in Texas, California, and Pennsylvania, so most product orders deliver within 2-5 business days to the lower 48 states. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate and takes 7-10 business days.
Vari Direct Markets – 3 PLs managed by Vari

- Texas – 1901 Daniieldale Rd, Lancaster TX 75134
- Pennsylvania – 9545 West Hills Court, Kutztown PA 19530
- California – 28015 Eucalyptus Ave, Moreno Valley, CA 92555
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- Australia – 107 Gateway Boulevard, Epping VIC 3076
- Canada – 1020 Derwent Way, Delta B.C. V3m5r1

Vari has Vari is a privately held company and cannot disclose financials without a non-disclosure agreement. Please the attached financials statement letter in the performance and capability tab.

DUN: 102456448| NAICS: 337214 | CAGE: 887M6 | Fed Tax ID: 83-2493517

Describe any green or environmental initiatives or policies.

At Vari, we care about our ecological footprint and our environmental impact. We offer products that are produced sustainably to the strictest industry standards so that you can confidently meet green building requirements knowing you're making healthier choices on behalf of your workplace environment and the earth.

As of August 2017, Vari® was the first company in the world to have sit-stand office products receive the UL BIFMA Performance Certification mark. The UL BIFMA performance mark is the first and only program that certifies that products meet BIFMA standards and provides a basis for evaluating the performance and durability of products. Besides testing with third party laboratories, Vari also has an on-site UL Data Witness lab at our manufacturing location. That means we're able to test our products on-site under supervision of a UL representative who can issue certifications. This saves us time in the testing process and allows us to bring products to market quickly without sacrificing safety or quality. Our product certification list includes GreenGuard, GreenGuard Gold, ANSI/BIFMA and TUV. Certifications are available for review for individual products or as a full list. Vari is proud to offer quality products that not only help you have a healthier workday, but also feature quality materials that are produced sustainably in healthy environments to the strictest industry standards.

Product Certification: Most of our products are GREENGUARD Certified, meaning they meet strict chemical emissions limits, and contribute to the creation of healthier interiors and indoor spaces. [Source]

GREENGUARD Gold Certification offers stricter criteria to account for sensitive individuals (such as children and the elderly) and ensures that a product is acceptable for use in environments such as schools and healthcare facilities. It is referenced by both The Collaborative for High Performance Schools (CHPS) and the Leadership in Energy and Environmental Design (LEED) Building Rating System.

Using our GREENGUARD and GREENGUARD Gold products helps to contribute to the achievement of points necessary for established green building rating systems, such as LEED, BREEAM, and Fitwel. These strict rating systems govern the balance of efficiency of a building with the health of the structure and its occupants.

Recycling and Carbon Footprint: Our cardboard delivery boxes are recycling-friendly. We're constantly looking for ways to minimize packaging. We suggest fans recycle or reuse our boxes.

- Every material that goes into our products is meticulously sourced in consideration of the full lifecycle of the product. All metals, plastics, and MDF are recyclable. If a product is returned, we consciously assess its next sustainable step, whether it's donated back to the community (if it meets quality standards) or recycled.
- At our Vari company headquarters, we have a comprehensive recycling program to help reuse precious resources. We encourage our employees to recycle and provide recycling cans throughout our headquarters.
- Our QuickFlex walls drastically minimize the use of drywall, a material that can have a negative impact on the environment once it reaches landfills. In fact, according to the EPA, commercial buildings generate 13 million tons of drywall and plasters from construction waste and demolition each year.

Companies are changing faster than ever, and our flexible workspace solutions allow them to maximize their existing office footprint without needing to build out new spaces in order to adapt.

- In addition to moving costs, each time companies move, they typically invest TI improvement in demoing unsustainable materials like drywall from interior walls, raised floors, and ceiling tiles that are rarely recyclable.
- Our solutions are designed to work seamlessly within any space —no raised floors, drop ceilings, or drywalled interior walls necessary. This reduces costs and carbon footprint.

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

At Vari, we're committed to a culture of diversity, equity, and inclusion. And we believe that to truly have this thriving culture it must be intentionally fostered, cultivated, and preserved.

Through the Vari Diversity Council, We embrace the things that make us unique – whether those differences are physical, mental, or spiritual. It's everyone's own combination of these things that gives them their own outlook and thought process. And when we bring all these unique points of view together, we rise together.

Our stance on diversity, equity, and inclusion impacts how we hire, compensate, train, develop, and grow our team. It also shapes where we source our vendors, where we donate, and how we do business. We're committed to continuing to grow as a company to live these values more fully each day.

Describe how supplier differentiates itself from its competitors.

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Differentiators

Speed to Occupancy – We can operate on a timeline of 15 business days from first call to fully installed on most projects. This eliminates the 6-10-week lead times of traditional furniture dealers.

Flexible Workspaces – Our solutions are designed to assemble and reconfigure easily to accommodate changing needs in the workspace.

Complimentary Services – Our customers receive free space planning, free delivery, and free installation on qualified orders.

Transparent Pricing - Because we act as our own distribution, we eliminate complex industry discounting methods and create full pricing transparency to the customer.

Simplified Buying – We believe in simple, highly functional solutions. We cater to customers who value simplicity and flexibility.

Consistent Experience – As a national network, our customers will always be working with the same company with the same selling practices.

Hassle-Free Returns – We accept returns of any size and volume if the customer is not fully satisfied within 30 days. Most manufacturers require hefty restocking fees and return shipment costs.



We have filed three separate complaints (one in 2015, 2016, and 2017) in the International Trade Court alleging infringement of one or more of our patents on height-adjustable desktop risers. In all three cases, all respondents have settled prior to a formal hearing. We currently do not have any open litigation.

Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions

Describe any debarment or suspension actions taken against supplier.

Vari is not owned or operated by anyone who has been convicted of a felony.

Read. Understand. Not applicable.

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Vari offers a robust product offering, *please see product and pricing tab*.

We aim to please our fans, to compliment our product offerings Vari offers complete design services.

Design Services:

We know the furniture buying process should always be simple, so we include design services and project management at no cost for all our customers. We have a dedicated in-house team of space planners that partner with you to create solutions designed to maximize the effectiveness of your workspace while considering how to scale for your growth.

Project Management:

We can help manage your project from inception to execution. Let our project services team offer complimentary assistance with:

1. Overall timeline management to help you get in on time
2. Arranging shipment direct to your facility
3. Managing delivery and installation efficiently
4. Handling any post-project corrections or tweaks you need once you move in.

Vari offers global service with three distribution centers across the U.S. in Texas, California, and Pennsylvania, so most product orders deliver within 2-5 business days to the lower 48 states. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate and takes 7-10 business days.

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- Australia – 107 Gateway Boulevard, Epping VIC 3076
- Canada – 1020 Derwent Way, Delta B.C. V3m5r1

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Vari is well-equipped to provide all participating entities decentralized purchasing. Our existing system is already decentralized, Vari simply arranges orders according to organization/customer needs. Our operating system can link any customer interaction by email domain to associate orders according to organizational needs. So, organizations are able to purchase on an individual level, as well as on a group level and cooperative level. Maintaining all applicable price points and stipulations accordingly. Upon award, Region 4 has the option to reference an exclusive B2B website, a contract number and publication of the contract will always be readily accessible. Vari will provide a detailed market strategy for public agencies following award. Strategy may consist of but not limit to:

- 1. Webinars
- 2. Communication and Breadth understanding of the Master Agreement
- 3. Direct access to SMEs for issue resolution
- 4. Regular protocol and business reviews

Vari’s direct-to-you sales model reduces the number of middlemen, this means we do not use authorized dealers. Vari’s shipping/handled by FEDEX.

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

We stock our own inventory and have three distribution centers across the U.S. in Texas, California, and Pennsylvania, so most product orders deliver within 2-5 business days to the lower 48 states. Shipping to Alaska or Hawaii will be charged only the normal FedEx posted rate and takes 7-10 business days.

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- 1-30 days: Technology enters customer in CRM System and educate sales team on contract requirements
- 31-60 days: Finish training sales force on TCPN contract
- 61-90 days: Proactive sales process selling and pitching TCPN to new and current customers.

The Vari Sales team will have thorough training to understand the entire requirements from the contract of the Region 4 ESC agreement. Additional training will be provided if any changes are to be implemented. Vari will immediately provide marketing, sales, partnership development and administrative support. Vari will immediately assign a SLED team who will serve as the main point of contact for and will be responsible for maintaining the overall relationship with Region 4. The Program Manager of the SLED Team will work in conjunction develop strategy to promote the Master Agreement with support of the Vari executive leadership team. Upon award with Omnia, Vari shall a statement that will meet the contract requirement.

Strategy may include, but not limited to:

1. B2B dedicated website launch
2. Electronic marketing
3. Sales Calls
4. Training

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

1-30 days: Creation and distribution of a co-branded press release to trade publications.

1-30 days: Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

31-60 days: Design, publication and distribution of co-branded marketing materials within first 90 days.

80-90 days: Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Read. Understand. Commit and Comply. Upon award a detailed plan will be provided.

Vari will continued grow our partnership with OMNIA Partners and will work directly with OMNIA to find the best transition plan for this master agreement. Vari will market the Master Agreement in similar manner as we have our other cooperative contracts. Written notification and transition workflow process will be implemented for public agencies to align with the OMNIA Master Agreement, which will also determine eligibility. Vari will assist in transitioning any existing agreement(s) to the OMNIA Master Agreement.

As Omnia knows, Vari honors our partnerships and contracts due to mutual non-disclosure/confidentiality agreements we cannot provide a list of other cooperative contracts.

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Read. Understand. Comply.

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Read. Understand. Confirm.

References



Company Name: **University Health Systems**

Company Address: 355-2 Spencer Lane

San Antonio, TX 78201

Point of Contact: Sherri Mulkey

Phone Number: 210-358-4300

Length of Relationship: 4 Years

E-mail Address: sherri.mulkey@uhs-sa.com

Successful delivery and installation of 30+ projects. This is an ongoing relationship that has grown over time. Percentage of in-stock product, speed of shipments and smooth installations are key success indicators.

Company Name: **Johns Hopkins University Applied Physics Labs**

Company Address: 11100 Johns Hopkins Road,

Laurel, MD 20723

Point of Contact: Jane Ramsburg

Phone Number: 443-691-3099

Length of Relationship: 3 Years

E-mail Address: jane.ramsburg@jhuapl.edu

2nd Point of Contact: Daniel Nowicki

Phone Number: 443-778-6132

Email: daniel.nowicki@jhuapl.edu

*Furniture delivery request with target installation date set at 2/22/22
Successfully installed on 2/15/22 due to accessible stock. Ongoing
administrative building projects taking place currently. 98% of furniture in-stock
and ready for 15 day installation.*

Company Name: **Rice University**

Company Address: 6100 Main Street, Houston, TX

Point of Contact: Lisa Emmite-Baker

Phone Number: (713) 348-5362

Length of Relationship: 4 Years

E-mail Address: lje1@rice.edu

*Furniture delivery request with target installation date set at 2/22/22
successfully installed on 2/15/22 due to accessible stock. Ongoing
administrative building projects taking place currently. 98% of furniture in-stock
and ready for 15-day installation.*

Company Name: **The Kinkaid School**

Company Address: 201 Kinkaid School Drive, Houston, TX

Point of Contact: Carter Metclaf

Phone Number: (713)-243-5074

Length of Relationship: 4 Years

E-mail Address: carter.metclaf@kinkaid.org

Conference table and wall project that was approved on 2/23/21 and installed by 3/19/21. Ongoing office remodels are currently being worked. 98% of furniture is in-stock for ongoing projects

Annual Spend Confidential

VALUE ADDS

vari®

PRODUCT	SKU	ITEM	PRICE
PANELS AND DIVIDERS	400761	Acrylic Privacy Panel 24	
	43745	Acrylic Privacy Panel 24	
	400762	Acrylic Privacy Panel 30	
	401107	Acrylic Shield 30	
	401108	Acrylic Shield 30 (4 Pack)	
	45249	Acrylic Privacy Panel 48	
	43734	Acrylic Privacy Panel 60	
	45695	Acrylic Accessory Panel 60	
	400156	Felt Privacy + Modesty Panel 60 (S/4)	
	42669	Acrylic Modesty Panel 48	
	42002	Acrylic Modesty Panel 60	
	401536	Acrylic Modesty Panel 72	
	400724	Felt Privacy + Modesty Panel 30	
	400766	Felt Privacy + Modesty Panel 30 (4 Pack)	
	400755	Felt Privacy + Modesty Panel 48	
	400759	Felt Privacy + Modesty Panel 48 (4 Pack)	
	400756	Felt Privacy + Modesty Panel 60	
	400760	Felt Privacy + Modesty Panel 60 (4 Pack)	
	401369	Flip Top Training Table Modesty Panel 5'	
	401370	Flip Top Training Table Modesty Panel 6'	
MARKER BOARDS	400351	Glass Board 72x48	
	41428	Mobile White Board 48x66	
	42461	Mobile Glass Board 40x72	
PRIVACY BOOTH	401556	Privacy Booth 3.1	
	400089	Privacy Booth	
MODULAR COLLECTION	400614	Armless Seat (Deep Grey)	
	400580	Armless Seat (Grey)	
	400613	Armless Seat (Navy)	
	401394	Armless Seat (Silver Grey)	
	401044	Armless Seat (Aqua Green)	
	400616	Corner Seat (Deep Grey)	
	400582	Corner Seat (Gray)	
	400615	Corner Seat (Navy)	
	401393	Corner Seat (Silver Grey)	
	401043	Corner Seat (Aqua Green)	
	400618	Sectional Ottoman (Deep Gray)	
	400583	Sectional Ottoman (Gray)	
	400617	Sectional Ottoman (Navy)	
	401395	Sectional Ottoman (Silver Grey)	
	401045	Sectional Ottoman (Aqua Green)	
	400581	Sectional Table	
	400604	Laptop Side Table	
EXECUTIVE COLLECTION	400720	Three-Seat Sofa (Deep Grey)	
	401389	Three-Seat Sofa (Moss Green)	
	401390	Three-Seat Sofa (Silver Grey)	
	401392	Three-Seat Sofa (Shadow Grey)	
	400725	Three-Seat Sofa (Navy)	
	400643	Lounge Chair (Deep Grey)	
	400611	Lounge Chair (Navy)	
	400619	Coffee Table	
LOUNGE COLLECTION	400585	Large Ottoman (Navy)	
	400586	Large Ottoman (Light Gray)	
	401026	Large Ottoman (Sand Grey)	
	401028	Large Ottoman (Shadow Grey)	
	400587	Small Ottoman (Navy)	
	400588	Small Ottoman (Light Gray)	
	400589	Small Ottoman (Green)	
	400590	Small Ottoman (Light Blue)	
	401030	Small Ottoman (Sand Grey)	
	401031	Small Ottoman (Shadow Grey)	
CASUAL MEETING COLLECTION	400713	Arm Chair (Deep Grey)	
	400592	Arm Chair (Navy)	
	400669	Round Coffee Table	
	400602	Round Side Table	
CONVERSATION COLLECTION	401396	Arm Chair (Sand Grey)	

VALUE ADDS

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PRODUCT	SKU	ITEM	PRICE
	401015	Arm Chair (Shadow Grey)	
	401017	Pedestal Side Table	
QUIET SEATING COLLECTION	400593	High Back Sofa (Light Gray/Navy Accent)	
	400603	Lounge Table	
PRIVATE SEATING COLLECTION	401048	High Back Chair (Deep Grey/Light Blue)	
	401049	High Back Chair (Navy/Light Grey)	
HUDDLE COLLECTION	401040	High Back Lounge Chair (Burnt Orange)	
	401381	High Back Lounge Chair (Shadow Grey)	
	401021	Large Nesting Table	
	401409	Small Nesting Table	
CONTEMPORARY COLLECTION	401042	Contemporary Three-Seat Sofa (Sandstone)	
	401388	Contemporary Three-Seat Sofa (Silver Grey)	
	401016	Contemporary Coffee Table	

VALUE ADDS

vari®

PRODUCT	SKU	ITEM	PRICE
WALLS	Call	QuickFlex Walls™ Panel (Clear)	
	Call	QuickFlex Walls™ Panel (Clear/Frosted)	
	Call	QuickFlex Walls™ Panel (Frosted)	
	Call	QuickFlex Walls™ Panel (Whiteboard/Frosted)	
	Call	QuickFlex Walls™ Panel (Felt)	
	Call	QuickFlex Walls™ Door (Glass)	
	Call	QuickFlex Walls™ Door (Frosted)	
	Call	QuickFlex Walls™ Doorless (Clear)	
	Call	QuickFlex Walls™ Doorless (Clear/Frosted)	
	Call	QuickFlex Walls™ Doorless (Frosted)	
	Call	QuickFlex Walls™ Doorless (Whiteboard/Frosted)	
	Call	QuickFlex Walls™ Doorless (Felt)	



Thank You



Ergonomic Workplace Solutions Executive Summary

Lead Agency: REGION 4 ESC

Solicitation: RFP 22-10

RFP Issued: May 11, 2022

Pre-Proposal Date: May 24, 2022

Response Due Date: July 6, 2022

Proposals Received: #10

Awarded to: Vari Sales Corporation – Contract #R2210-04

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-10 on May 11, 2022, to establish a national cooperative contract for Ergonomic Workplace Solutions.

The solicitation included cooperative purchasing language in Sections I. Scope of Work:

NATIONAL CONTRACT:

Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX D, or as otherwise agreed to. APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA

- Helena Independent Record, MT
- Kennebec ME Journal
- The Herald-News, IL
- Las Vegas Sun, NV

On July 6, 2022 proposals were received from the following offerors:

- Inscape, Inc
- Fellowes, Inc. d/b/a ESI Ergonomic Solutions
- Humanscale Corporation
- Gebesa LLC
- Vari Sales Corporation
- 9to5 Seating LLC
- Krueger International, Inc.
- Special-T LLC
- Via Inc
- Workrite Ergonomics

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that five (5) companies: Vari Sales Corporation, Krueger International, Inc., Workrite Ergonomics, Fellowes, Inc. d/b/a ESI Ergonomic Solutions, and Humanscale Corporation, all demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Contract includes:

- Catalog offering include standing desk, tables, desks, sit-stand converters, chairs, conference tables, mats, monitor arms, active mats, dual-monitor arm, lighting/power/storage, file cabinet
- Value Add
 - Executive Collection
 - Quick Flex Walls and Accessories
 - Flexible Business Programs

Term:

Initial three (3) year agreement effective January 1, 2023 through December 31, 2025 with the option to renew for two (2) additional one-year periods through December 31, 2027.

Pricing/Discount: Contact Supplier or OMNIA Partners for more details.

OMNIA Partners Web Landing Page: [Vari Sales Corporation Cooperative Contract | Contract Documentation \(omniapartners.com\)](#)



Request for Contract Update

Pursuant to the terms of contract number R221004 for Ergonomic Solutions Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Vari Sales Corporation hereby provides notice of the following update on
(Contractor)
this date August 15, 2023.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☒ **Authorized Distributors/Dealers**

☒ Addition
☐ Deletion
☐ Supporting Documentation

☐ **Price Update**

☐ Supporting Documentation

☒ **Products/Services**

☒ New Addition
☐ Update Only
☐ Supporting Documentation

☐ **Discontinued Products/Services**

☐ Supporting Documentation

☐ **States/Territories**

☐ Supporting Documentation

☐ **Other**

☐ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Addition of new cafe tables , electric standing desk casters, and the ergo electric curved standing desk, and electric VariDesk Pro Plus converter.

Submitted By: Candice Liles

Title: Program Manager

Email Address: candice.liles@vari.com

☐ **Approved by Email:** Date 8/15/2023 | 4:46 PM CDT

☐ **Denied by Email:** Date _____

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
0B1D33BB0130490...

US Product Price Sheet

vari

	SKU	ITEM	PRICE	10%
SIT-STAND CONVERTERS	49742	VariDesk® Laptop 30™ (Black)		
	49357	VariDesk® ProPlus™ 30 (Black)		
	43457	VariDesk® ProPlus™ 30 (Black)		
	42431	VariDesk® ProPlus™ 36 (Black)		
	49856	VariDesk® ProPlus™ 36 (Black)		
	49857	VariDesk® ProPlus™ 36 (White)		
	49857	VariDesk® ProPlus™ 36 Electric (Black)		
	49358	VariDesk® ProPlus™ 48 (Black)		
	49858	VariDesk® ProPlus™ 48 (Black)		
	49362	VariDesk® Cube Corner® 36 (Black)		
	45198	VariDesk® Cube Corner® 36 (Black)		
	401821	VariDesk® Cube Plus® 40 (Black)		
	45015	VariDesk® Tall 40 (Black)		
	401822	VariDesk® Tall 40 (Black)		
DESKS AND TABLES	400821	Electric Standing Desk 48x30 (Black)		
	400819	Electric Standing Desk 48x30 (Butcher Block)		
	400820	Electric Standing Desk 48x30 (Darkwood)		
	400818	Electric Standing Desk 48x30 (Reclaimed Wood)		
	400802	Electric Standing Desk 48x30 (White)		
	401439	Electric Standing Desk 60x24 (Black)		
	401435	Electric Standing Desk 60x24 (Butcher Block)		
	401437	Electric Standing Desk 60x24 (Darkwood)		
	401384	Electric Standing Desk 60x24 (Reclaimed Wood)		
	401442	Electric Standing Desk 60x24 (White)		
	400816	Electric Standing Desk 60x30 (Black)		
	400814	Electric Standing Desk 60x30 (Butcher Block)		
	400815	Electric Standing Desk 60x30 (Darkwood)		
	400803	Electric Standing Desk 60x30 (Reclaimed Wood)		
	400817	Electric Standing Desk 60x30 (White)		
	401140	Electric Standing Desk 72x30 (Black)		
	401138	Electric Standing Desk 72x30 (Butcher Block)		
	401139	Electric Standing Desk 72x30 (Darkwood)		
	401137	Electric Standing Desk 72x30 (Reclaimed Wood)		
	401087	Electric Standing Desk 72x30 (White)		
	401077	Electric Standing Desk 48x30 + Tray (Black)		
	401075	Electric Standing Desk 48x30 + Tray (Butcher Block)		
	401076	Electric Standing Desk 48x30 + Tray (Darkwood)		
	401074	Electric Standing Desk 48x30 + Tray (Reclaimed Wood)		
	401078	Electric Standing Desk 48x30 + Tray (White)		
	401213	Electric Standing Desk 48x30 + Tray (White) - 4 Pack		
	401465	Electric Standing Desk 60x24 + Tray (Black)		
	401463	Electric Standing Desk 60x24 + Tray (Butcher Block)		
	401464	Electric Standing Desk 60x24 + Tray (Darkwood)		
	401462	Electric Standing Desk 60x24 + Tray (Reclaimed Wood)		
	401466	Electric Standing Desk 60x24 + Tray (White)		
	401082	Electric Standing Desk 60x30 + Tray (Black)		
	401080	Electric Standing Desk 60x30 + Tray (Butcher Block)		
	401081	Electric Standing Desk 60x30 + Tray (Darkwood)		
	401079	Electric Standing Desk 60x30 + Tray (Reclaimed Wood)		
	401083	Electric Standing Desk 60x30 + Tray (White)		
	401215	Electric Standing Desk 60x30 + Tray (White) - 4 Pack		
	401404	Electric Standing Desk 72x30 + Tray (Black)		
	401402	Electric Standing Desk 72x30 + Tray (Butcher Block)		
	401403	Electric Standing Desk 72x30 + Tray (Darkwood)		
	401401	Electric Standing Desk 72x30 + Tray (Reclaimed Wood)		
	401405	Electric Standing Desk 72x30 + Tray (White)		
	402107	Ergo Electric Standing Desk 54x26 (Darkwood)		

US Product Price Sheet

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	SKU	ITEM	PRICE	10%
DESKS AND TABLES (continued)	401975	Table 48x24 (Butcher Block) w/o Cable Tray		
	401976	Table 48x24 (Reclaimed Wood) w/o Cable Tray		
	401977	Table 48x24 (White) w/o Cable Tray		
	45756	Table 48x24 (Butcher Block)		
	46000	Table 48x24 (Reclaimed Wood)		
	401316	Table 48x24 (White)		
	401979	Table 60x24 (Black) w/o Cable Tray		
	401980	Table 60x24 (Butcher Block) w/o Cable Tray		
	401981	Table 60x24 (Darkwood) w/o Cable Tray		
	401982	Table 60x24 (Reclaimed Wood) w/o Cable Tray		
	401983	Table 60x24 (White) w/o Cable Tray		
	41887	Table 60x24 (Black)		
	46077	Table 60x24 (Butcher Block)		
	46292	Table 60x24 (Darkwood)		
	42205	Table 60x24 (Darkwood)		
	46100	Table 60x24 (Reclaimed Wood)		
	41888	Table 60x24 (White)		
	401617	Table 60x30 (Black)		
	46110	Table 60x30 (Butcher Block)		
	401327	Table 60x30 (Reclaimed Wood)		
	46293	Table 60x30 (White)		
	401329	Table 60x30 (White)		
	401177	Flip Top Training Table 5' (Black)		
	401252	Flip Top Training Table 5' (White)		
	401375	Flip Top Training Table 6' (Black)		
	401376	Flip Top Training Table 6' (White)		
	401610	Conference Table (Black)		
	401050	Conference Table (Butcher Block)		
	43190	Conference Table (Reclaimed Wood)		
	401051	Conference Table (White)		
	401611	Standing Conference Table (Black)		
	43653	Standing Conference Table (Butcher Block)		
	43762	Standing Conference Table (Reclaimed Wood)		
	43312	Standing Conference Table (White)		
	401815	Round Table (Butcher Block)		
	401816	Round Table (Reclaimed Wood)		
	401813	Round Table (White)		
	46218	Standing Round Table (Butcher Block)		
	46227	Standing Round Table (Reclaimed Wood)		
	401814	Standing Round Table (White)		
	401973	Square Table (Butcher Block)		
	401972	Square Table (Reclaimed Wood)		
	401974	Square Table (White)		
	46188	Standing Meeting Table (Butcher Block)		
	46190	Standing Meeting Table (Reclaimed Wood)		
	45253	Standing Work Table 60x30 (Reclaimed Wood)		
DESK/TABLE ACCESSORIES	400866	Electric Standing Desk Cable Management Tray (Black)		
	400867	Electric Standing Desk Cable Management Tray (White)		
	401920	Electric Standing Desk Casters		
	400260	Table Cable Management Tray (Black)		
	400263	Table Cable Management Tray (White)		
MATS	401925	Standing Mat 34x22		
	401930	ActiveMat®		
MONITOR ARMS	48003	Dual-Monitor Arm		
	48002	Single-Monitor Arm		
	41513	Dual-Monitor Arm 180 Degree		
	48017	Monitor Arm + Laptop Stand		
LIGHTING AND POWER	42686	LED Task Lamp + Wireless Charger (Black)		
	401797	Power Hub		
	42007	Power Strip 8ft		
	43148	Power Strip 15ft		
	400645	Power Strip 25ft		

US Product Price Sheet

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	SKU	ITEM	PRICE	10%
SEATING	400767	Active Seat		
	401493	Task Chair (Black)		
	401494	Task Chair w/Headrest (Black)		
	401538	Task Chair w/Headrest (Grey)		
	401495	Drafting Chair (Black)		
	401539	Drafting Chair (Grey)		
	47257	Metal Conference Chair (Set of 2)		
	47258	Wood Conference Chair (Slate) (Set of 2)		
	401104	Nesting Chair (Black) (Set of 2)		
	402114	Wave Side Chair (Black) (Set of 2)		
	402113	Tall Wave Side Chair (Black) (Set of 2)		
	401037	Side Chair (Sand Grey)		
	401382	Side Chair (Shadow Grey)		
	401794	Side Chair (Toffee)		
	401387	Tall Side Chair (Sand Grey)		
	401383	Tall Side Chair (Shadow Grey)		
	401801	Tall Side Chair (Toffee)		
	401530	Upholstered Desk Chair (Sterling Grey)		
	401531	Upholstered Desk Chair (Azure Blue)		
	43285	Performance Task Chair		
	401561	Upholstered Conference Chair		
	43446	High Back Conference Chair		
	401551	Executive Task Chair		
STORAGE	400742	File Cabinet (Slate)		
	400719	File Cabinet (White)		
	401555	Lateral File Cabinet (Slate)		
	400718	Slim File Cabinet (Slate)		
	401461	Hanging Desk Cubby (GSA)		
	400743	Storage Seat		
EXECUTIVE COLLECTION	401664	Executive Electric Standing Desk Modesty Panel 60" (Neowalnut)		
	401663	Executive Electric Standing Desk Modesty Panel 60" (White)		
	401646	Executive Electric Standing Desk Modesty Panel 72" (Neowalnut)		
	401641	Executive Electric Standing Desk Modesty Panel 72" (White)		
	401777	Executive Electric Standing Desk Lower Modesty Panel 60" (Neowalnut)		
	401778	Executive Electric Standing Desk Lower Modesty Panel 60" (White)		
	401779	Executive Electric Standing Desk Lower Modesty Panel 72" (Neowalnut)		
	401780	Executive Electric Standing Desk Lower Modesty Panel 72" (White)		
	401765	Executive Electric Standing Desk Base (Neowalnut)		
	401766	Executive Electric Standing Desk Base (White)		
	401653	Executive File Cabinet (Neowalnut)		
	401632	Executive File Cabinet (White)		
	401654	Executive Lateral File Cabinet (Neowalnut)		
	401625	Executive Lateral File Cabinet (White)		
	401655	Executive Storage Cabinet (Neowalnut)		
	401633	Executive Storage Cabinet (White)		
	401656	Executive Bookshelf (Neowalnut)		
	401634	Executive Bookshelf (White)		
	401652	Executive Overhead Cabinet (Neowalnut)		
	401636	Executive Overhead Cabinet (White)		
	401651	Executive Wardrobe Cabinet (Neowalnut)		
	401635	Executive Wardrobe Cabinet (White)		
	401767	Executive Joining Bracket Set		
	402036	Executive Conference Table 4'x8' (Neowalnut)		
	402038	Executive Conference Table 4'x8' (White)		
	402024	Executive Conference Table 4'x10' (Neowalnut)		
	402039	Executive Conference Table 4'x10' (White)		
	402037	Executive Conference Table 4'x12' (Neowalnut)		
	402040	Executive Conference Table 4'x12' (White)		
	402041	Executive Seated Disc Base Table 36 (Neowalnut)		
	402042	Executive Seated Disc Base Table 36 (White)		
	402045	Executive Standing Disc Base Table 36 (Neowalnut)		
	402046	Executive Standing Disc Base Table 36 (White)		
	402043	Executive Seated Disc Base Table 42 (Neowalnut)		
	402044	Executive Seated Disc Base Table 42 (White)		
	402047	Executive Standing Disc Base Table 42 (Neowalnut)		
	402048	Executive Standing Disc Base Table 42 (White)		

US Product Price Sheet

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	SKU	ITEM	PRICE	10%
PANELS AND DIVIDERS	400761	Acrylic Privacy Panel 24		
	400762	Acrylic Privacy Panel 30		
	45249	Acrylic Privacy Panel 48		
	43734	Acrylic Privacy Panel 60		
	45695	Acrylic Accessory Panel 60		
	42669	Acrylic Modesty Panel 48		
	42002	Acrylic Modesty Panel 60		
	401536	Acrylic Modesty Panel 72		
	400724	Felt Privacy + Modesty Panel 30		
	400755	Felt Privacy + Modesty Panel 48		
	400759	Felt Privacy + Modesty Panel 48 (4 Pack)		
	400756	Felt Privacy + Modesty Panel 60		
	400760	Felt Privacy + Modesty Panel 60 (4 Pack)		
	401369	Flip Top Training Table Modesty Panel 5'		
	401370	Flip Top Training Table Modesty Panel 6'		
MARKER BOARDS	400351	Glass Board 72x48		
	42461	Mobile Glass Board 40x72		
BEAMS	400005	Beam Kit 48		
	400006	Beam 48 Extension Kit		
	400007	Beam Kit 60		
	400008	Beam 60 Extension Kit		
	400009	Beam Kit 72		
	400010	Beam 72 Extension Kit		
	400509	3' Power Whip (Liquid Tight)		
	400510	4' Power Whip (Liquid Tight)		
	400511	6' Power Whip (Liquid Tight)		
	400512	10' Power Whip (Liquid Tight)		
	400513	12' Power Whip (Liquid Tight)		
	400514	15' Power Whip (Liquid Tight)		
	400515	18' Power Whip (Liquid Tight)		
	400516	20' Power Whip (Liquid Tight)		
	400517	24' Power Whip (Liquid Tight)		
	400518	25' Power Whip (Liquid Tight)		
	400846	6' Power Whip (Extra Flex)		
	400847	12' Power Whip (Extra Flex 9/16")		
	400848	18' Power Whip (Extra Flex 9/16")		
	401540	48" Dekko Power Pack - Starter Kit		
	401541	48" Dekko Power Pack - Extension Kit		
	401542	60" Power Pack - Starter Kit		
	401543	60" Power Pack - Extension Kit		
	401544	72" Power Pack - Starter Kit		
	401545	72" Power Pack - Extension Kit		
	402074	Receptacle Circuit-1 Pack 15-amp (3+1)		
	402075	Receptacle Circuit-2 Pack 15-amp (3+1)		
	402076	Receptacle Circuit-3 Pack 15-amp (3+1)		
	401546	Receptacle Pack 15-amp (2+2)		
	401547	Receptacle Circuit-1 Pack 20-amp (3+1)		
	401548	Receptacle Circuit-2 Pack 20-amp (3+1)		
	401549	Receptacle Circuit-3 Pack 20-amp (3+1)		
	401550	Receptacle Pack 20-amp (2+2)		
	401939	Beam Privacy Panel Kit 48		
	401940	Beam Privacy Panel Kit 60		
	401941	Beam Privacy Panel Kit 72		
PRIVACY BOOTH	401556	Privacy Booth Gen 3.1		
MODULAR COLLECTION	401044	Armless Seat (Aqua Green)		
	400580	Armless Seat (Grey)		
	400613	Armless Seat (Navy)		
	401015	Armless Seat (Shadow Grey Faux Leather)		
	400614	Armless Seat (Deep Grey)		
	401394	Armless Seat (Silver Grey)		
	401043	Corner Seat (Aqua Green)		
	400582	Corner Seat (Gray)		
	400615	Corner Seat (Navy)		
	401790	Corner Seat (Shadow Grey Faux Leather)		
	400616	Corner Seat (Deep Grey)		
	401393	Corner Seat (Silver Grey)		

US Product Price Sheet

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	SKU	ITEM	PRICE	10%
MODULAR COLLECTION (continued)	401045	Sectional Ottoman (Aqua Green)		
	400583	Sectional Ottoman (Gray)		
	400617	Sectional Ottoman (Navy)		
	402012	Sectional Ottoman (Shadow Grey Faux Leather)		
	400618	Sectional Ottoman (Deep Gray)		
	401395	Sectional Ottoman (Silver Grey)		
	401744	Laptop Side Table		
	400581	Sectional Table		
CLASSIC COLLECTION	401392	Three-Seat Sofa (Shadow Grey Faux Leather)		
LOUNGE COLLECTION	400589	Small Ottoman (Green)		
	400588	Small Ottoman (Light Gray)		
	400587	Small Ottoman (Navy)		
	400590	Small Ottoman (Light Blue)		
	401030	Small Ottoman (Sand Grey Faux Leather)		
	401031	Small Ottoman (Shadow Grey Faux Leather)		
	400585	Large Ottoman (Navy)		
	400586	Large Ottoman (Light Gray)		
	401026	Large Ottoman (Sand Grey Faux Leather)		
	401028	Large Ottoman (Shadow Grey Faux Leather)		
CASUAL MEETING COLLECTION	400713	Arm Chair (Deep Grey)		
	400592	Arm Chair (Navy)		
	400669	Round Coffee Table		
	400602	Round Side Table		
CONVERSATION COLLECTION	401396	Arm Chair (Sand Grey Faux Leather)		
	401015	Arm Chair (Shadow Grey Faux Leather)		
	401017	Pedestal Side Table		
QUIET SEATING COLLECTION	400593	High Back Sofa (Light Gray/Navy Accent)		
PRIVATE SEATING COLLECTION	401048	High Back Chair (Deep Grey/Light Blue)		
	401049	High Back Chair (Navy/Light Grey)		
	401795	High Back Chair (Toffee/Onyx)		
HUDDLE COLLECTION	401040	High Back Lounge Chair (Burnt Orange)		
	401381	High Back Lounge Chair (Shadow Grey)		
	401021	Large Nesting Table		
	401409	Small Nesting Table		
CONTEMPORARY COLLECTION	401042	Contemporary Three-Seat Sofa (Sandstone)		
	402017	Contemporary Three-Seat Sofa (Moss Green)		
	401803	Contemporary Chair (Deep Grey)		
	401016	Contemporary Coffee Table		
WALLS	Call	QuickFlex Walls™ Panel Set (Clear)		
	Call	QuickFlex Walls™ Panel Set (Clear/Frosted)		
	Call	QuickFlex Walls™ Panel Set (Frosted)		
	Call	QuickFlex Walls™ Panel Set (Markerboard/Frosted)		
	Call	QuickFlex Walls™ Panel Set (Felt)		
	Call	QuickFlex Walls™ Door Only (Glass)		
	Call	QuickFlex Walls™ Door Only (Frosted)		
	Call	QuickFlex Walls™ Door Set (Glass)		
	Call	QuickFlex Walls™ Door Set (Frosted)		
	Call	QuickFlex Walls™ Left+Right Doors Set (Glass)		
	Call	QuickFlex Walls™ Left+Right Doors Set (Frosted)		
	Call	QuickFlex Walls™ Doorless Set (Clear)		
	Call	QuickFlex Walls™ Doorless Set (Clear/Frosted)		
	Call	QuickFlex Walls™ Doorless Set (Frosted)		
	Call	QuickFlex Walls™ Doorless Set (Markerboard/Frosted)		
	Call	QuickFlex Walls™ Doorless Set (Felt)		
OVERHEAD LIGHTING	400770	Halo Hardwire 31 Natural White		
	400857	Halo Hardwire 31 Warm White		
	400858	Halo Hardwire 40 Natural White		
	400859	Halo Hardwire 40 Warm White		



Quote

Quote: Q-923313
Account Number: 0000081951

VARI Sales Corporation
sales@vari.com
Created Date: 7/24/2023
Valid Through: 4/14/2023

Billing Address

City of Fairburn
56 Malone St SW
Fairburn, GA 30213-1341
US

Shipping Address

City of Fairburn
56 Malone St SW
Fairburn, GA 30213-1341
US

Line	Description	SKU Number	Unit Price	Discounted Unit Price	Qty	Ext. Price
1	Flip Top Table 71x24 (White)	401376	USD 695.00	USD 625.50	24	USD 15,012.00
2	Table 48x24 (Reclaimed Wood)	46000	USD 450.00	USD 405.00	11	USD 4,455.00
3	Table 60x24 (Reclaimed Wood) w/o Cable Tray	401982	USD 525.00	USD 472.50	24	USD 11,340.00
4	Table 60x30 (Reclaimed Wood)	401327	USD 625.00	USD 562.50	13	USD 7,312.50
5	QuickFlex Walls™ - Slate Base Plate - GSA	43510	USD 50.00	USD 45.00	1	USD 45.00
6	QuickFlex Walls™ - Slate End Panel Set (Clear/Frosted)	43490	USD 795.00	USD 795.00	2	USD 1,590.00
7	QuickFlex Walls™ - Slate End Panel Set (Frosted)	42469	USD 795.00	USD 795.00	2	USD 1,590.00
8	QuickFlex Walls™ - Slate Freestanding Set (Clear/Frosted)	43492	USD 995.00	USD 995.00	1	USD 995.00
9	QuickFlex Walls™ - Slate Freestanding Set (Frosted)	42497	USD 995.00	USD 995.00	3	USD 2,985.00
10	QuickFlex Walls™ - Slate Panel Set (Clear/Frosted)	43480	USD 795.00	USD 795.00	14	USD 11,130.00
11	QuickFlex Walls™ - Slate Panel Set (Frosted)	42467	USD 795.00	USD 795.00	16	USD 12,720.00
12	QuickFlex Walls™ - Slate Small Panel Set (Clear/Frosted)	43294	USD 795.00	USD 795.00	2	USD 1,590.00
13	QuickFlex Walls™ - Slate Small Upper +Lower Panel Set (Clr/Fr	400013	USD 695.00	USD 695.00	2	USD 1,390.00
14	QuickFlex Walls™ - Slate Post Kit - GSA	43511	USD 145.00	USD 130.50	2	USD 261.00
15	QuickFlex Walls™ - Slate Post Brace Kit - GSA	43513	USD 50.00	USD 45.00	2	USD 90.00
16	QuickFlex Walls™ - Slate Doorless Set (Clear/Frosted)	43494	USD 1,095.00	USD 1,095.00	2	USD 2,190.00
17	QuickFlex Walls Stability Brace (Slate)	400387	USD 35.00	USD 31.50	1	USD 31.50
18	Acrylic Modesty Panel 48 - ESD only	42669	USD 150.00	USD 135.00	2	USD 270.00

Line	Description	SKU Number	Unit Price	Discounted Unit Price	Qty	Ext. Price
19	Acrylic Modesty Panel 60 - ESD only	42002	USD 175.00	USD 157.50	8	USD 1,260.00
20	Dual-Monitor Arm	48003	USD 275.00	USD 247.50	24	USD 5,940.00
21	File Cabinet (Slate)	400742	USD 375.00	USD 337.50	24	USD 8,100.00
22	LED Task Lamp + Wireless Charger (Black)	42686	USD 125.00	USD 112.50	24	USD 2,700.00
23	Nesting Chair (Black) S/2	401104	USD 525.00	USD 472.50	24	USD 11,340.00
24	Power Hub	401797	USD 99.00	USD 89.10	24	USD 2,138.40
25	Power Strip 15ft	43148	USD 50.00	USD 45.00	24	USD 1,080.00
26	Café Chair (Toffee)	401794	USD 425.00	USD 382.50	6	USD 2,295.00
27	Task Chair (Black)	401493	USD 375.00	USD 337.50	7	USD 2,362.50

Subtotal: USD 112,212.90

Extended Discount Included: 7%

Shipping Method: Room of Choice
with Assembly

Delivery and/or Installation: USD 0.00

Tax: USD 0.00

Order Total: USD 112,212.90

Notes: OPT 2

RESTOCKING DISCLAIMER

Customers will be charged a 10% restocking fee for any returns that occur for the following reasons:

- Confirmed the color or finish, then disliked it upon delivery
- Ordered wrong size after confirming specifications
- Product doesn't fit because provided space dimensions were incorrect
- Provided layout changed during installation
- Space is under construction and installation can't be completed
- Furniture was ordered as a temporary solution until other furniture was available
- Customer wants to replace product with newer models of Vari product

Customers will not be charged for replacement of items that were installed with damage or defects.

Customer Signature _____ Date _____

[Terms & Conditions of Sale](#)



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Adoption of 2023 Millage Rate

ITEM TYPE: Resolution

SUBMITTED: 09/18/2023 **WORK SESSION:** 09/11/2023 **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

For the Mayor and Council to review and adopt the 2023 Millage Rate.

HISTORY:

The City of Fairburn is required to host 3 public hearings on the millage rate for 2023 to allow citizens the opportunity to comment on the proposed millage rate. The meetings were held at 10am and 6pm on September 11, 2023, and 6pm on September 25, 2023.

FACTS AND ISSUES:

To adopt the 2023 millage rate. The M&O 2023 millage rate will be 8.10 mills, and 1.46 mills for General Obligation Bonded Indebtedness, for a total 9.56 mills.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of a Resolution to adopt General Obligation (G.O.) Bonded Indebtedness Rate and a Millage Rate for the City of Fairburn for the 2023-2024 Fiscal Year.

ATTACHMENTS:

1. Fiscal Year 2023 2024 Millage Resolution and Five Year History

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3

RESOLUTION NO. _____

4 MILLAGE RESOLUTION
5

6 RESOLUTION BY MAYOR AND CITY COUNCIL OF THE CITY OF
7 FAIRBURN TO ADOPT GENERAL OBLIGATION (G.O.) BONDED
8 INDEBTEDNESS RATE AND A MILLAGE RATE FOR THE CITY OF
9 FAIRBURN FOR THE 2023-2024 FISCAL YEAR.
10

11 WHEREAS, the Mayor and City Council of the City of Fairburn, Georgia (the “City”) have
12 considered the terms and provisions of the rates for Fiscal Year 2023-2024; and

13 WHEREAS, it has been recommended by the City Administrator and City Finance Director
14 that the Mayor and City Council adopt the FY 2023-2024 G.O. bonded indebtedness rate and
15 millage rate as set forth below.

16 NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of
17 Fairburn, Georgia and it is hereby resolved by the authority of same as follows: that the
18 G.O. bonded indebtedness rate for the City of Fairburn for the FY 2023-2024 shall be set
19 at 1.46 mills.

20 BE IT FURTHER RESOLVED, that the millage rate for the City of Fairburn for the FY
21 2023-2024 shall be set at 8.1 mills.

22 BE IT FURTHER RESOLVED, that this resolution shall become effective immediately
23 upon the signature of the Mayor and shall govern all FY 2023 – 2024 assessments.

24 BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with
25 this Resolution are hereby repealed to the extent of any such conflict.

26 SIGNATURES APPEAR ON FOLLOWING PAGE
27 REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

30

31 ATTEST:

APPROVED AS TO FORM:

32

Rory K. Starkey, City Attorney

CITY OF FAIRBURN

NOTICE OF FIVE-YEAR HISTORY

The Mayor and Council of the City of Fairburn will announce and adopt the millage rate which will be set at the regular Council Meeting on Monday, September 25, 2023 at 7:00 p.m. at City Hall, 56 Malone Street, S.W. Fairburn, Georgia and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the Estimated Current Year's Tax digest and levy for the past five (5) years.

All citizens of Fairburn are invited to attend.

CURRENT 2023 TAX DIGEST AND FIVE-YEAR LEVY

	2018	2019	2020	2021	2022	2023
Real & Personal	1,254,193,691	1,648,631,489	1,595,435,835	2,064,379,620	2,377,573,584	3,134,864,369
Motor Vehicle	8,421,280	6,944,070	5,799,410	4,199,340	3,745,450	3,687,100
Mobile Homes	3,920	3,920	3,920	3,920	3,920	3,920
Timber 100%	-	-	-	-	-	-
Heavy Duty Equipment	72,725	123,451	732,270	-	461,840	92,466
Gross Tax Digest	1,262,691,616	1,655,702,930	1,601,971,435	2,068,582,880	2,381,784,794	3,138,647,855
Exemptions - M & O	549,214,180	836,250,780	206,595,790	991,188,080	1,071,079,520	1,752,956,070
Net Tax Digest	713,477,436	819,452,150	1,395,375,645	1,077,394,800	1,310,705,274	1,385,691,785
Gross Millage	16.696	17.7	17.8	16.4	17.2	16.9
Less Roll Back	8.596	9.6	9.7	8.3	9.1	8.8
Net Millage	8.100	8.1	8.1	8.1	8.1	8.1
Net Tax Levy 100%	5,779,167	6,637,562	11,302,543	8,726,898	10,616,713	11,224,103
Net Increase/(Decrease)	1,059,181	858,395	3,638,450	(2,575,645)	1,889,815	607,391
Net Levy %	22.44%	14.85%	54.82%	-22.79%	22%	6%



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Adoption of the Fiscal Year 2023-2024 Budget

ITEM TYPE: Ordinance

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Finance

BUDGET IMPACT: \$72,777,050

PUBLIC HEARING: No

PURPOSE:

For the Mayor and Council to review and establish the Fiscal Year 2023-2024 Budget Ordinance.

HISTORY:

The City of Fairburn has held meetings open to the public to discuss the FY2023-2024 proposed budget. Budget workshops were held on August 16th and August 17th, and a public hearing was held on September 11, 2023. These meetings allowed the Mayor, Council and citizens to ask questions and voice any concerns about the budget. Each fiscal year a balanced budget must be established for the city.

FACTS AND ISSUES:

This ordinance is to set the Fiscal Year 2023-2024 budget. The FY 2023-2024 budget will be \$29,167,090 in general funds, \$43,609,960 in other funds, for a total of \$72,777,050.

FUNDING SOURCE:

There are multiple funding sources in various funds. Please see attachments.

RECOMMENDED ACTION:

Request Mayor and Council approval of an Ordinance to establish the budget for Fiscal Year 2023-2024 to commence October 1, 2023, through September 30, 2024, and for other related purposes.

ATTACHMENTS:

1. FY24 Proposed Budget by Dept Rev and Expenses All Funds Final 09152023
2. COF FY24 Proposed Positions & Summary_HR rev 09.12.23
3. Budget Ordinance Fiscal Year 2023 2024 Adoption

ALL FUNDS
FISCAL YEAR 2023 - 2024
(Attachment A)

Revenues		(FY2023-24)
Fund	GL Description	Proposed BUDGET
100	Taxes	21,386,150
100	Licenses and Permits	589,000
100	Intergovernmental	-
100	Charges for Services	159,080
100	Fines and Forfeitures	800,000
100	Investment Income	500,000
100	Contributions-Donations	40,000
100	Miscellaneous Revenue	65,200
100	Other Financing Sources	3,559,300
100	Fund Balance Request	2,068,360
		29,167,090
220	Confiscated	10,300
230	American Rescue Act	4,250,600
250	Grants	2,083,686
260	Tree Fund	801,500
270	Technology Fee	50,000
275	Hotel/Motel Tax	235,000
350	Capital Projects	2,068,360
351	Go Bond	2,572,466
360	TSPLOST	4,500,000
505	Water and Sewer	10,339,385
506	Storm Water	724,462
507	Water and Sewer Bond	330,610
510	Electric	12,988,491
540	Sanitation	984,400
580	Educational Complex	1,650,000
860	Downtown Development	20,700
		43,609,960
Total Revenues		72,777,050

Expenditures			(FY2023-24)
Fund	Dept	GL Description	Proposed BUDGET
100	1110	Mayor & Council	386,070
100	1310	City Clerk	400,514
100	1320	City Administrator	2,546,822
100	1510	Finance	1,463,421
100	1535	Technology	859,910
100	1540	Human Resources	680,868
100	1565	Building Operations (Formerly Property Management)	1,385,403
100	2650	Court Services	772,577
100	3200	Police	5,765,172
100	3500	Fire	5,079,705
100	4100	Public Works	576,934
100	4200	General Services (Formerly Streets)	2,049,665
100	4900	Maintenance & Shop	237,306
100	6100	Recreation Programs	1,352,813
100	7200	Inspection & Enforcement	744,862
100	7400	Planning & Zoning	659,127
100	7500	Economic Development	418,562
100	7550	Mainstreet	327,387
100	9000	Non-Departmental	3,459,972
			29,167,090
220	0000	Confiscated	10,300
230	0000	American Rescue Act	4,250,600
250	0000	Grants	2,083,686
260	0000	Tree Fund	801,500
270	0000	Technology Fee	50,000
275	0000	Hotel/Motel Tax	235,000
350	0000	Capital Projects	2,068,360
351	0000	Go Bond	2,572,466
360	0000	TSPLOST	4,500,000
505	0000	Water and Sewer	10,339,385
506	0000	Storm Water	724,462
507	0000	Water and Sewer Bond	330,610
510	0000	Electric	12,988,491
540	0000	Sanitation	984,400
580	0000	Educational Complex	1,650,000
860	0000	Downtown Dev. Authority	20,700
			43,609,960
Total Expenditures Budget			72,777,050

-
0

CITY OF FAIRBURN
FY24 Department Budgeted Position
Effective October 1, 2023
(Pending Approval of FY24 Budget)

MAYOR & COUNCIL [1110]	GRD	BUDGET	REQUEST	FINAL
MAYOR	ELEC	1		1
MAYOR PRO TEM	ELEC	1		1
COUNCIL MEMBER	ELEC	5		5
ASSISTANT TO THE MAYOR	G14	1		1
TOTAL		8	0	8
BUILDING OPERATIONS [1565]	GRD	BUDGET	REQUEST	FINAL
BUILDING OPERATIONS DIRECTOR	G20	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
BUILDING OPERATIONS & MAINTENANCE SPECIALIST	G10	2		2
SAFETY & RISK MANAGEMENT COORDINATOR	G13	0	1	1
BUILDING MAINTENANCE SUPERINTENDENT	G13	0	1	1
TOTAL		4	2	6
CITY CLERK [1310]	GRD	BUDGET	REQUEST	FINAL
CITY CLERK	G18	1		1
DEPUTY CITY CLERK	G14	1		1
RECEPTIONIST	G02	1		1
TOTAL		3	0	3
CITY MANAGER [1320]	GRD	BUDGET	REQUEST	FINAL
CITY ADMINISTRATOR	CNTRCT	1		1
ASSISTANT CITY ADMINISTRATOR	G22	1		1
EXECUTIVE ADMINISTRATIVE ASSISTANT	G13	1		1
TOTAL		3	0	3
CODE ENFORCEMENT [7200]	GRD	BUDGET	REQUEST	FINAL
CODE ENFORCEMENT MANAGER	G16	1		1
CODE ENFORCEMENT OFFICER	G07	4		4
SENIOR CODE ENFORCEMENT OFFICER**	G09	0	1	1
TOTAL		5	1	6
ECONOMIC DEVELOPMENT [7500]	GRD	BUDGET	REQUEST	FINAL
ECONOMIC DEVELOPMENT DIRECTOR	G17	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
TOTAL		2	0	2
FINANCE [1510]	GRD	BUDGET	REQUEST	FINAL
FINANCE DIRECTOR	G21	1		1
PROCUREMENT MANAGER	G17	1		1
ACCOUNTS PAYABLE SPECIALIST	G07	1		1
BUSINESS LICENSING & REVENUE COLLECTIONS SUPV	G11	1	-1	0
REVENUE & COLLECTIONS COORDINATOR	G08	0	1	1
REVENUE SPECIALIST	G05	3	-2	1
SENIOR ACCOUNTANT	G13	2		2
BUDGET & FINANCE ANALYST	G14	0	1	1
TOTAL		9	-1	8

CITY OF FAIRBURN
FY24 Department Budgeted Position
Effective October 1, 2023
(Pending Approval of FY24 Budget)

FIRE [3500]	GRD	BUDGET	REQUEST	FINAL
FIRE CHIEF	G20	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
FIRE DEPUTY CHIEF	F09	1		1
FIRE DIVISION CHIEF	F08	1		1
FIRE MARSHALL	F08	1		1
FIRE BATTALLION CHIEF	F07	3		3
FIRE CAPTAIN	F06	1	1	2
FIRE LIEUTENANT	F05	5		5
FIRE SERGEANT**	F04	6	3	9
FIREFIGHTER MEDIC	F04	1	-1	0
FIREFIGHTER ADVANCED	F03	1		1
FIREFIGHTER CERTIFIED/EMT**	F02	26	6	32
TOTAL		48	9	57
GENERAL SERVICES [4200]	GRD	BUDGET	REQUEST	FINAL
STREET MAINTENANCE & FLEET DIRECTOR	G18	1	-1	0
GENERAL SERVICES DIRECTOR	G18	0	1	1
STREET SUPERINTENDENT	G13	1	-1	0
GENERAL SERVICES SUPERINTEDENT	G13	0	1	1
ADMINISTRATIVE ASSISTANT	G05	1		1
LEAD STREET MAINTENANCE WORKER	G05	4	-4	0
LEAD GENERAL SERVICES WORKER	G05	0	4	4
STREET MAINTENANCE WORKER	G02	12	-12	0
GENERAL SERVICES WORKER	G03	0	12	12
TOTAL		19	0	19
GARAGE [4900]	GRD	BUDGET	REQUEST	FINAL
AUTOMOTIVE TECHNICIAN I	G07	1	-1	0
AUTOMOTIVE TECHNICIAN	G07	0	1	1
AUTOMOTIVE TECHNICIAN II	G11	1	-1	0
AUTOMOTIVE SUPERVISOR	G11	0	1	1
TOTAL		2	0	2
HUMAN RESOURCES [1540]	GRD	BUDGET	REQUEST	FINAL
HUMAN RESOURCES DIRECTOR	G20	1		1
SENIOR HUMAN RESOURCES GENERALIST	G13	1		1
HUMAN RESOURCES GENERALIST	G11	1		1
HUMAN RESOURCES SPECIALIST	G10	1		1
TOTAL		4	0	4
INFORMATION TECHNOLOGY [1535]	GRD	BUDGET	REQUEST	FINAL
INFOMATION TECHNOLOGY MANAGER	G17	1		1
SYSTEMS NETWORK ADMINISRTAROR	G15	1		1
IT SUPPORT TECHNICIAN	G08	1		1
TOTAL		3	0	3

CITY OF FAIRBURN
FY24 Department Budgeted Position
Effective October 1, 2023
(Pending Approval of FY24 Budget)

MAIN STREET [7550]	GRD	BUDGET	REQUEST	FINAL
MAIN STREET COORDINATOR	G08	1		1
TOTAL		<u><u>1</u></u>	<u><u>0</u></u>	<u><u>1</u></u>

MUNICIPAL COURTS [2650]	GRD	BUDGET	REQUEST	FINAL
COURT ADMINISTRATOR	G14	1		1
CHIEF COURT CLERK	G05	1		1
DEPUTY COURT CLERK	G04	1		1
ADMIN ASSISTANT (PART-TIME)	G05	1		1
TOTAL		<u><u>4</u></u>	<u><u>0</u></u>	<u><u>4</u></u>

PLANNING & ZONING [7400]	GRD	BUDGET	REQUEST	FINAL
PLANNING & ZONING DIRECTOR	G19	1		1
PLANNING & PERMIT COORDINATOR	G07	1		1
PLANNER	G09	1		1
TOTAL		<u><u>3</u></u>	<u><u>0</u></u>	<u><u>3</u></u>

POLICE [3200]	GRD	BUDGET	REQUEST	FINAL
POLICE CHIEF	G20	1		1
POLICE DEPUTY CHIEF	P09	1		1
POLICE CAPTAIN	P08	2		2
POLICE LIEUTENANT	P07	4		4
POLICE SERGEANT	P06	7		7
POLICE CORPORAL	P05	5		5
POLICE DETECTIVE	P04	3	1	4
SENIOR POLICE OFFICER	P03	5		5
POLICE OFFICER	P02	18		18
ADMINISTRATIVE ASSISTANT	G05	2		2
PROPERTY & EVIDENCE TECHNICIAN	G07	1		1
GCIC COORDINATOR	G06	1		1
POLICE BUDGET/PURCHASING ASSISTANT	G06	1		1
TOTAL		<u><u>51</u></u>	<u><u>1</u></u>	<u><u>52</u></u>

PUBLIC WORKS [4100]	GRD	BUDGET	REQUEST	FINAL
PUBLIC WORKS DIRECTOR	G20	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
EROSION CONTROL/DEVELOPMENT INSPECTOR	G08	2		2
TOTAL		<u><u>4</u></u>	<u><u>0</u></u>	<u><u>4</u></u>

CITY OF FAIRBURN
FY24 Department Budgeted Position
Effective October 1, 2023
(Pending Approval of FY24 Budget)

RECREATION DEPARTMENT [6100]	GRD	BUDGET	REQUEST	FINAL
PARKS & RECREATION DIRECTOR	G19	1		1
PARKS & RECREATION MANAGER	G16	1		1
ADMINISTRATIVE ASSISTANT	G05	1	-1	0
PARKS & RECREATION PROGRAM COORDINATOR	G09	1		1
PARKS & RECREATION COORDINATOR	G06	0	1	1
ATHLETIC COORDINATOR	G08	1		1
PARKS MAINTENANCE WORKER	G02	2		2
RECREATION SPECIALIST (PART-TIME)	G02	1		1
RECREATION SPECIALIST	G02	0	1	1
TOTAL		8	1	9

ELECTRICITY [510-4610]	GRD	BUDGET	REQUEST	FINAL
UTILITY DIRECTOR	G20	1		1
UTILITY OPERATION MANAGER	G17	1		1
UTILITY COLLECTION SPECIALIST	G07	1		1
CUSTOMER SERVICE REPRESENTATIVE	G04	3		3
UTILITY BILLING CLERK	G06	2		2
REVENUE SPECIALIST	G05	0	2	2
UTILITY ADMINISTRATOR	G17	0	1	1
ADMINISTRATIVE ASSISTANT	G05	0	1	1
ELECTRIC SUPERINTENDENT	G18	1		1
ELECTRIC GROUNDMAN	G06	1		1
ELECTRIC LINEMAN	G10	2		2
SENIOR ELECTRIC LINEMAN	G13	1		1
JOURNEYMAN ELECTRIC LINEMAN	G15	2		2
METER READER	G02	4		4
TOTAL		19	4	23

WATER & SEWER [505]	GRD	BUDGET	REQUEST	FINAL
FOG & COMPLIANCE INSPECTOR	G08	1		1
WATER SUPERINTENDENT	G18	1		1
UTILITY MAINTENANCE WORKER I	G02	2		3
UTILITY MAINTENANCE WORKER II	G03	2		1
UTILITY MAINTAINANCE WORKER III	G04	2		2
TOTAL		8	0	8

NOTE:

**These positions are requested to be filled mid-year.

CITY OF FAIRBURN
 FY24 Department Budgeted Position
 Effective October 1, 2023
(Pending Approval of FY24 Budget)

FY24 DEPARTMENT POSITION SUMMARY			
DEPARTMENT	BUDGET	REQUEST	FINAL
MAYOR & COUNCIL [1110]	8		8
BUILDING OPERATIONS [1565]	4	2	6
CITY CLERK [1310]	3		3
CITY MANAGER [1320]	3		3
CODE ENFORCEMENT [7200]	5	1	6
ECONOMIC DEVELOPMENT [7500]	2		2
GENERAL SERVICES [4200]	19		19
GARAGE [4900]	2		2
FINANCE [1510]	9	-1	8
FIRE [3500]	48	9	57
HUMAN RESOURCES [1540]	4		4
INFORMATION TECHNOLOGY [1535]	3		3
MAIN STREET [7550]	1		1
MUNICIPAL COURTS [2650]	4		4
PLANNING & ZONING [7400]	3		3
POLICE [3200]	51	1	52
PUBLIC WORKS [4100]	4		4
RECREATION DEPARTMENT [6100]	8	1	9
ELECTRICITY [510-4610]	19	4	23
WATER & SEWER [505]	8		8
TOTAL POSITIONS	208	17	225

CITY OF FAIRBURN
STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE NO. _____

BUDGET ORDINANCE

**AN ORDINANCE TO ESTABLISH THE BUDGET FOR FISCAL YEAR 2023-2024
TO COMMENCE OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, AND
FOR OTHER RELATED PURPOSES.**

WHEREAS, The Mayor and City Council of the City of Fairburn, Georgia, have considered
the terms and provisions of the budget for Fiscal Year 2023-2024; and

WHEREAS, it has been recommended by the City Administrator and City Finance Director
that the Mayor and City Council adopt the FY 2023-2024 budget as set forth below; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of
Fairburn, Georgia and it is hereby ordained by the authority of same as follows:

Section 1.

The budget for the operations, capital programs, and debt service maintained for the City of
Fairburn for the Fiscal Year ending September 30, 2024, is \$72,777,050 in expenses and
\$72,777,050 in revenues. The budget includes all revenues and expenditures for governmental,
special revenue and enterprise purposes as detailed in the budget document attached hereto
as **Attachment “A”**, adopted in accordance with Georgia law, and incorporated herein by
reference.

Section 2.

This ordinance shall become effective this 25th day of September and shall govern all FY 2023
– 2024 revenues and expenditures.

Section 3. In the event any section, subsection, sentence, clause, or phrase of this Ordinance
shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner
affect the previously existing provisions of the other sections, subsections, sentences, clauses
or phrases of this Ordinance, which shall remain in full force and effect as if the section,

subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 4.

All previous ordinances, or parts of ordinances, in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

Adopted and approved by the Mayor and City Council of the City of Fairburn on this 25th day of September 2023.

Mario B. Avery, Mayor

ATTEST:

Brenda B. James, City Clerk

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Finance Director Monthly Report

ITEM TYPE: Presentation

SUBMITTED: 09/18/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

Financial Presentation to Mayor and Council.

HISTORY:

The presentation is the monthly financial presentation to the Mayor and Council for FY2022 - FY2023.

FACTS AND ISSUES:

The presentation is the monthly financial presentation to the Mayor and Council for FY2022 - FY2023.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

1. Monthly Financial Report to Council 8.31.23

CITY OF FAIRBURN

FINANCIALS FOR MONTH

ENDED August 31, 2023

AS of September 15, 2023

PRESENTED BY

Bryan Stephens

DIRECTOR OF FINANCE

CITY OF FAIRBURN GENERAL FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD)
AUGUST 31, 2023

1. The City of Fairburn's General Fund (GF) concludes its 11th month of 2023 operation with \$6.2M in net cash flow.
2. To date the General Fund has generated \$23.4M in Revenue with \$17.2m in General Fund Expenditures.
3. As of August 31, 2023, the City has collected 95% of its YTD revenues.
4. To date the City has expensed 70% of its budget.
5. Property and Local Option Sales Tax Revenue represents the City's General Fund primary source of operating resources.
 - Real Property Tax represents 44% of GF Revenue
 - L.O.S.T represents 21% of GF Revenue

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING
AUGUST 31, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD REVENUE
Real Property Tax	\$8,723,594	\$10,326,987
Motor Vehicle Tax	\$600,000	\$765,514
Franchise Tax	\$1,400,000	\$1,616,742
Local Option Sales Tax	\$4,680,000	\$4,995,748
Business & Occupation Tax	\$850,000	\$939,120
Other Taxes	\$2,321,171	\$2,302,793
Licenses & Permits	\$589,000	\$355,649
Charges for Services	\$134,000	\$286,958
Fines & Forfeitures	\$800,000	\$677,540
Other Revenues	\$4,685,750	\$1,209,875
TOTAL REVENUES	\$24,783,515	\$23,476,926

CITY OF FAIRBURN GENERAL FUND

Summary of Revenues

FOR MONTH ENDING
AUGUST 31, 2023

Account Description	2023 Budget	August 2023 Total	Ytd Revenue	% of YTD Revenue
Real Property Tax	\$8,723,594	\$20,569	\$10,326,987	118%
Motor Vehicle Tax	\$600,000	\$73,567	\$765,514	128%
Franchise Tax	\$1,400,000	\$3,374	\$1,616,742	115%
Local Option Sales Tax	\$4,680,000	\$464,498	\$4,995,748	107%
Business & Occupation Tax	\$850,000	\$45,553	\$939,120	110%
Other Taxes	\$2,321,171	\$40,488	\$2,302,793	99%
Licenses & Permits	\$589,000	\$0	\$355,649	60%
Charges for Services	\$134,000	\$301	\$286,958	214%
Fines & Forfeitures	\$800,000	\$68,139	\$677,540	85%
Other Revenues	\$4,685,750	\$117,694	\$1,209,875	26%
TOTAL REVENUES	\$24,783,515	\$834,183	\$23,476,926	95%

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING
AUGUST 31, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD EXPENDITURES	% OF BUDGET
Mayor & Council	\$369,037	\$236,391	64%
City Clerk	\$443,191	\$351,055	79%
City Administrator	\$2,206,209	\$1,918,492	87%
Finance	\$1,170,913	\$1,079,243	93%
Technology	\$642,157	\$518,619	80%
Human Resources	\$538,594	\$436,901	81%
Property Management	\$1,044,471	\$720,113	74%
Court Services	\$733,617	\$534,304	74%
Police	\$5,164,183	\$4,365,649	84%
Fire	\$4,379,920	\$3,578,457	83%
Public Works Administration	\$537,531	\$438,157	81%
Streets	\$1,583,982	\$1,013,594	65%
Maintenance & Shop	\$242,939	\$166,849	71%
Recreation Programs	\$1,091,288	\$667,065	61%
Inspection & Enforcement	\$519,302	\$401,325	72%
Planning & Zoning	\$446,542	\$345,225	74%
Economic Development	\$375,737	\$299,672	83%
Main Street	\$171,772	\$119,469	71%
Non-Departmental	\$3,102,129	\$8,924	2%
TOTAL EXPENDITURES	\$24,783,515	\$17,199,506	70%

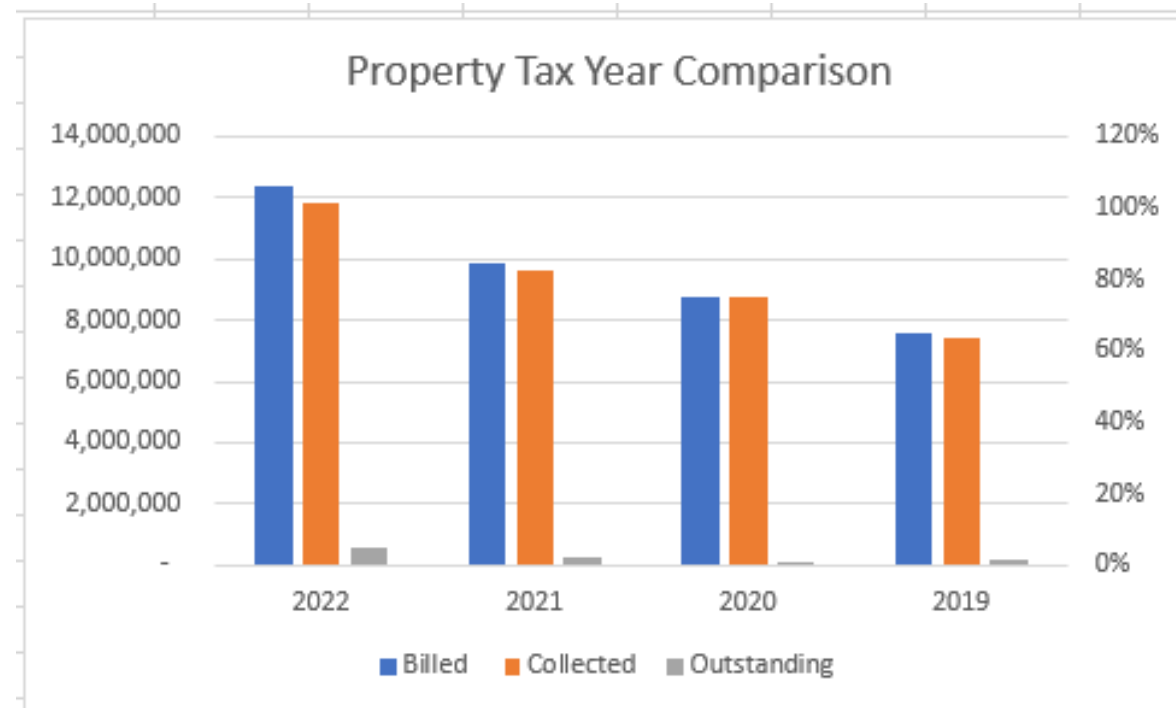
PROPERTY TAX REVENUE

Tax year billing amounts

- ❖ 2022 - \$12,410,555
- ❖ 2021 - \$9,821,364
- ❖ 2020 - \$8,793,791
- ❖ 2019 - \$7,581,072

Tax year collection amounts and rate %

- ❖ 2022 - \$11,967,751 (96%)
- ❖ 2021 - \$9,590,812 (97.65%)
- ❖ 2020 - \$8,736,702 (99.35%)
- ❖ 2019 - \$7,419,372 (97.87%)



CITY OF FAIRBURN ENTERPRISE FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD)
AUGUST 31, 2023

1. The City of Fairburn's Enterprise Fund (EF) concludes its 11th month of 2023 operation with roughly \$2.3M in net cash flow.
2. To date the Enterprise Fund has generated \$19.2M in Revenue with \$16.9M in Enterprise Fund Expenditures.
3. As of August 31, 2023, the City has collected 79% of its YTD budgeted revenues.
4. To date the City has expensed 70% of its budget.

CITY OF FAIRBURN ENTERPRISE FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING
AUGUST 31, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD REVENUE
Charges for Services	\$21,643,199	\$19,183,177
Investment Income	\$500	\$9,867
Miscellaneous Revenue	\$15,000	\$2,653
Other Financing Sources	\$2,533,430	\$1,063
TOTAL REVENUES	\$24,192,129	\$19,196,760

CITY OF FAIRBURN ENTERPRISE FUND

Summary of Revenues

FOR MONTH ENDING
AUGUST 31, 2023

Account description	2023 Budget	August 2023 Total	YTD Revenue	% of YTD Revenue
Charges for Services	\$21,643,199	\$2,084,834	\$19,183,177	89%
Investment Income	\$500	\$1,815	\$9,867	1973%
Miscellaneous Revenue	\$15,000	\$0	\$2,653	18%
Other Financing Sources	\$2,533,430	\$0	\$1,063	1%
TOTAL REVENUES	\$24,192,129	\$2,086,649	\$19,196,760	79%

CITY OF FAIRBURN ENTERPRISE FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING
AUGUST 31, 2023

Account description	2023 budget	Ytd Expenditures	% of Budget
Water & Sewer	\$9,940,342	\$5,545,964	56%
Stormwater	\$723,592	\$159,071	22%
Electric	\$12,630,195	\$10,488,627	83%
Sanitation	\$898,000	\$773,110	86%
TOTAL EXPENDITURES	\$24,192,129	\$16,966,772	70%

QUESTIONS?



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: City Administrator's Monthly Report

ITEM TYPE: Presentation

SUBMITTED: 09/19/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/25/2023

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

City Administrator presentation to Mayor and Council.

HISTORY:

This presentation is the monthly administrative report to Mayor and Council for the month of August 2023.

FACTS AND ISSUES:

This presentation is a report on the administrative operations of the City of Fairburn.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

N/A

ATTACHMENTS:

1. CA MONTHLY REPORT AUGUST 2023



CITY ADMINISTRATOR'S MONTHLY REPORT

AUGUST 2023

FAIRBURN, GA

AUTHORED BY: TONY M. PHILLIPS, CPM

Greetings Honorable Mayor & City Council Members,

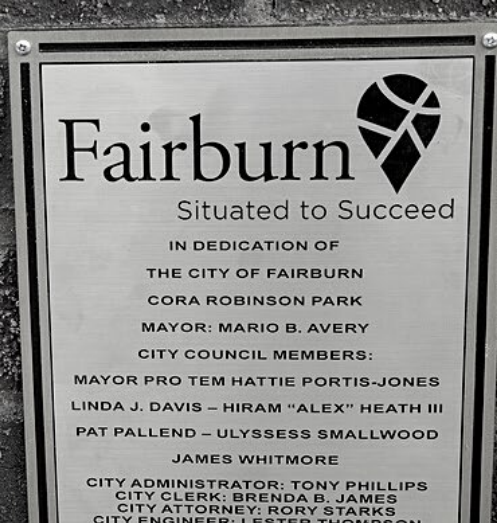
Each month as City Administrator I have the privilege to present a summary of the City's monthly administrative activities. What follows is our report for August 2023. It is an ever present focus of this administration to consistently improve city operations and service delivery. City Administration, department directors, and city staff collaborate and work on daily basis to advance departmental operations and service delivery. Continuous improvement is built into the way we manage and operate all city functions.

We have recruited and developed a city staff that is professional, experienced, and provides high quality services to our residents. The city operates from a platform of financial stability coupled with sound fiscal management, which have combined to solidify a positive budgetary outlook. Our burgeoning status as one of the state's best cities to raise a family, retire, recreate, or build a business/career is made possible by a noteworthy assortment of assets, including but not limited to, proximity to the world's busiest airport, access to major interstate and state highways, a growing status as one of the preeminent transportation and logistics centers in the southeast, and a consistently low crime rate.

Transparency is built into all our municipal services and operations. We also focus on engagement with our neighborhoods, communities, and local businesses to better understand their needs. Our aim is to support a safe, inclusive, innovative, and economically vibrant city.

This report summarizes activities for August 2023. Fairburn, under the leadership of the Honorable Mayor Mario Avery, continues its "Fairburn Forward" initiative highlighted by our three R's (Refresh, Rebrand, Renew). Please note several operational highlights listed below.

- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Post abatement and debris removal walkthrough with insurance company has taken place. Waiting for further evaluation information the insurance company.
- Replaced HVAC units at City Hall and Fairburn Annex buildings
- Repaired HVAC units at Human Resources building.
- On-boarded New Fire Marshal Christopher Campbell
- Began VC3 off-boarding and transition to COF IT Division
- Movie Night at the Park & Ride – August 4th - 175+ participants
- Athletic Coordinator hired.
- GRPA BOOST Grant for Afterschool - \$20,000.00
- Duncan Park Pool & Splash Pad (Back to School Hours) – August: 687
- Water Aerobic- August – 157 senior participants
- Sensational Seniors Programs
 - Jewelry Making, Aug. 16th – 18 participants.
 - Flower Arrangements, Aug 18th – 25 participants
 - Self Defense & Active Shooter Awareness, Aug. 24th – 28 participants
- Art in the Alleyway project was installed to celebrate and acknowledge Hispanic Heritage Month. The project includes the third iteration of Yehimi Cambrón's 2019 Family Portrait series. The series was previously displayed at Atlanta's High Museum of Art.
- Planning and Zoning staff attended a public outreach meeting for the new proposed day care center and several meetings related to new developments.
- Code Enforcement staff completed Multi-Family property maintenance training.
- National Night Out on August 1st was an absolute success



Building Operations

DIRECTOR: Dana Smith

August 2023

Department Highlights/Accomplishments:

- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Post abatement and debris removal walkthrough with insurance company has taken place. Waiting for further evaluation information the insurance company.
- Replaced HVAC units at City Hall and Fairburn Annex buildings
- Performed Plumbing repairs at GMC administration building.
- On-Call/Preferred Maintenance Contractors RFPs closed for Mechanical, Electrical, Plumbing and Roofing; and the bids are under review.
- Repaired HVAC units at Human Resources building.
- Pricing for emergency generators for Classroom bldg. #2, Utilities, and Fire HQ/FS#22/Youth Center buildings has been completed and awarded.

Department Updates:

- Project Status:
 - Fire Station # 23 design by POH is in substantially completed. The Design documents are in public solicitation for Construction.
 - Network expansion at Classroom bldg. #2 and the temporary Fire Station are nearly complete.
 - Classroom bldg. #2 next phase of renovations are scheduled to begin next month.
 - Temporary Fire Station water service in permit review.
 - Pricing for Temp Fire Station apparatus bay overhead doors are in progress.
 - Design for Temp Fire Station landscaping is complete.

Upcoming Events/Actions/Meetings:

- Continue Publish RFPs for on Call/Preferred Maintenance Contractor services.
- Assess emergency power and generator connections at Police HQ.
- Begin 1st Phase of Network renovations.



CITY CLERK

CITY CLERK BRENDA JAMES

AUGUST 2023

Department Highlights/Accomplishments:

Received 135 open records request for August – Researched and processed

Collected \$1491.67 payments for Open Records in August

Processed incident reports to Travelers Insurance

Processed Mayor and Council Credit Card Request

Processed GMA and other registrations for Mayor and Council

Prepared City Council Meeting Agenda Packets for August 14th and 28th , 2023

Emailed weekly open request reports to City Attorney, Mayor and City Administrator

Prepared City Council Minutes

Signed all Business Licenses

Signed All Alcohol Licenses

Process Per Diem Checks for Council

Process Payment of Invoices

Attended Budget Workshops

Prepare City Clerk Budget

Attend Leadership Meetings

Qualified Candidates for the General Election 2023



COMMUNITY DEVELOPMENT

DIRECTOR: LESTER THOMPSON

AUGUST 2023

Department Highlights/Accomplishments:

Supplemental Agreement (SA) No. 5 to the Project Framework Agreement (PFA) for the I-85 @ SR 74/Senoia Road Interchange for an amount of \$250,000 was executed by GDOT on August 8th, 2023. The funding distribution is 80% Federal or \$200,000 and 20% State or \$50,000. This SA was required due to an FHWA policy change, requiring the Interchange Modification Report (IMR) to be updated.

A reimbursement check for an amount of \$159,224.49 associated with Invoice #1 for the City of Fairburn's 2023 CDBG Project, Golightly Street Pedestrian Improvements Project was received from Fulton County on August 11th, 2023.

The executed Memorandum of Understanding (MOU) with the Georgia Department Transportation (GDOT) to have GDOT acquire a consultant to complete the Interchange Justification Report (IJR) for a proposed I-85 at Gullatt Road Interchange was executed on August 12th, 2023. The estimated amount for the consultant services is \$400,000 and the local match requirement is \$80,000. The Intergovernmental Agreement (IGA) with the South Fulton CID to cover the cost of the local match requirement for the IJR for an amount not to exceed \$100,000.

The City of Fairburn's Local Issuing Authority (LIA) Monthly Reports for the months of June 2023 and July 2023, were submitted to the Georgia Soil & Water Conservation Commission and the Fulton County Soil & Water Conservation District on August 14th, 2023.

A Single Source Agreement with Southeastern Engineering, Inc. SEI for additional design services associated with the Duncan Park Road Extension Project for \$94,000 was approved at the August 14th, 2023, City Council Meeting.

Participated in the monthly Project Team Meeting for PI 0007841, I-85 @SR 74/Senoia Road Interchange Project on August 15th, 2023.

Participated in the Fulton County Soil & Water Conservation District Meeting on August 15th, 2023.

Participated in the Budget Workshop on August 17th, 2023.

The CDBG, Fairburn Parking Lot Project was put out to bid on August 23rd, 2023. The bid opening date is September 25th, 2023. The location of the proposed parking lot is 43 Washington Street. The project proposes thirty-nine (39) new parking spaces, which includes two (2) handicap parking spaces.

Department Updates:

Permit Type	Number Issued
Right-of-Way Encroachment Permits	5
Timber Harvesting Permits	0
Clearing & Grading Permits	0
Land Disturbance Permits (LDPs)	0

Project Status:

Community Development Projects Plans Under Review			
Project Name	Location	Plan Type	Status
Fire Station #23	5650 Milam Road	Site Development Plans	Comments provided on 08/16/2023 and 08/31/2023.
Vickers Point Subdivision	Vickers Road (at the intersection of Beverly Ingram Parkway/ SR 138)	Site Development Plans	Comments on Revision 3 provided on 08/09/2023.
South Park Building C	Whitewater Place; 7760 Spence Road	Site Development Plans	Revised plans approved 05/11/2023. Reduced Tree Bank contribution required (\$186,850.00).
Nestle Purina Petcare, Roadway and Drainage Improvements	5001 Fayetteville Road	Site Development Plans	Plans approved 05/02/2023. Awaiting unpaid fees and the erosion control bond prior to preconstruction meeting and LDP.
Legend Creek Subdivision	White Mill Road (near Rivertown Road)	Site Development Plans	Revised Site Development Plans approved 03/16/2023. Awaiting outstanding plan review fees before preconstruction meeting and the issuance of a new LDP.

Community Development Projects Under Construction		
Project Name	Permit Type	Permit Issuance Date
Home 2 Suites 7776 Ella Lane	Land Disturbance Permit	07/12/2023.
Evergreen Subdivision Elder Street (near Vickers Road & Strickland Street)	Land Disturbance Permit	06/13/2023.
Copart, Inc. – Fairburn 6737 Roosevelt Highway	Land Disturbance Permit	06/12/ 2023.
Bohannon Road Training Center Bohannon Road (City-Owned Property) Land Lease Agreement dated 12/12/2022.	Clearing & Grading Permit	05/31/2023.
Mini Storage Depot at Fairburn 156 Jonesboro Road (near Heath Street & Beverly Ingram Parkway)	Land Disturbance Permit	05/31/2023. Revised Site Development Plans approved 08/01/2023.
Oakmont Bohannon 621 Bohannon Road	Land Disturbance Permit	05/24/2023.
Renaissance Parkway Phase II ~ Sanitary & Stormwater Construction Renaissance Pkwy between Popeye's & Park & Ride	Land Disturbance Permit	02/22/2023
Milam Village, Phase 2 ~ Popeye's 8350 Senoia Road	Land Disturbance Permit	02/06/2023
Ren Park Apartments 7000 Renaissance Parkway	Land Disturbance Permit	11/10/2022
South Park, Building B 1300 Whitewater Place	Land Disturbance Permit	11/08/2022
South Park, Building A 1305 Whitewater Place	Land Disturbance Permit	07/27/2022 LDP closed out on 08/07/2023. The Community Development Department has

		no objection to a Certificate of Occupancy (CO) being issued for the property.
Package Depot Plaza 7895 Senoia Road	Land Disturbance Permit	04/12/2022
Trillium Reserve Subdivision Off Southside of Fayetteville Road between Edelweiss Drive and Trotters Farm Road	Land Disturbance Permit	The original LDP was issued on 09/29/2021. Permit expired; if work does not begin within six (6) months of the date of issuance, permits automatically expire.
Fern Dale Subdivision Off Virlyn B. Smith Road east of the Georgia Renaissance Festival, across from Victoria Estates	Land Disturbance Permit	03/31/2021
Legend Creek Subdivision Off White Mill Road, near Rivertown Road	Land Disturbance Permit	The original LDP was issued on 10/15/2020. The permit has expired.

Public Works/Capital Improvement Projects Under Design			
Project Name	Design Firm	Current Phase	Proposed Let Date
Operation F.A.C.T – 43 Washington Street Parking Lot CDBG, Fairburn Parking Lot Project	Pond & Company	Right-of-Way Acquisition/Final Design	August 23 rd , 2023 (anticipated)
CDBG, Golightly Rain Garden & Greenspace Project	Pond & Company	Final Design	September 27 th , 2023 (anticipated)
Gullatt Road Full-Depth Reclamation Project	Southeastern Engineering, Inc.	Preliminary Engineering	October 25 th , 2023 (anticipated)
Park Road Extension/Duncan Park Secondary Access Road	Southeastern Engineering, Inc.	Preliminary Engineering/Right-of-Way Acquisition	November 8 th , 2023 (anticipated)
Oakley Industrial Boulevard Roadway Extension	Southeastern Engineering, Inc.	Preliminary Engineering	January 24 th , 2024 (anticipated)

I-85 @ SR 74/Senoia Road Interchange Project (PI#0007841) *	TranSystems Corporation	Right-of-Way Acquisition/Final Design	Management Let Date: June 15 th , 2024
--	-------------------------	---------------------------------------	---

- * The I-85 @ SR 74/Senoia Road Interchange Project currently has fifty-nine (59) parcels; the preliminary parcel count was fifty (50) parcels. GDOT has closed on (40) parcels; 37 were deeds and 3 were condemnations. Five (5) condemnations are currently pending and three (3) options with their attorney for closing.

Public Works/Capital Improvement Projects Under Construction			
Project Name	Design Firm	Contractor	Notice to Proceed Date (NTP)/Completion Date
Downtown LCI Streetscape (19-005/PI#0012636)	Stantec	Precision 2000, Inc. (P2K)	July 6 th , 2020/ Substantial Completion Date: April 13 th , 2022 Final Completion: May 22 nd , 2022 (outstanding)
Southeast Broad Street/McLarin Road Pedestrian Improvements Project (23-002)	Pond & Company	The Corbett Group, LLC	May 1 st , 2023/One Hundred and Twenty (120) calendar days.
Virlyn B. Smith Pedestrian Improvements Project (23-003)	Pond & Company	Sol Construction, LLC	May 1 st , 2023/One Hundred and Fifty (150) calendar days.
CDBG, Golightly Street Pedestrian Improvements Project (23-004)	Pond & Company	SD&C, Inc.	May 8 th , 2023/One Hundred and Fifty (150) calendar days.
Roadway Improvements on Various City Roads (23-012)	In-House	Magnum Paving, LLC	July 31 st , 2023/One Hundred and Twenty (120) calendar days.

Upcoming Events/Actions/Meetings:

- The bid opening date for the CDBG, Fairburn Parking Lot Project is September 25th, 2023. It is anticipated that a Contract Award will be presented at the October 9th, 2023, City Council Meeting.



COURTS

DIRECTOR: LISA BROWNLEE-MACK

AUGUST 2023

Department Highlights/Accomplishments:

- Completed all scheduled court sessions.
- Responded to Open Records Requests
- Processed Monthly State Funds Report
- Processed ReCORD Restriction Requests
- All clerks attempted Mandatory ICJE Municipal Clerks Training in Columbus, GA
- Prepared Court Calendar 2024

Upcoming Events/Actions/Meetings:

- Amnesty Month September 2023
- Training courses with NCSC
- Participate in Record Restriction Clinic
- Continue review, revise Court forms, fines and SOP



FINANCE

DIRECTOR: BRYAN STEPHENS

AUGUST 2023

Department Updates:

Daily Operations

- Business Licenses
 - New Licenses: 4
 - Renewals: 18
 - Outstanding/Pending Unpaid: 100 (effective 1/2021 to current)-
- New services
 - Electric: 30
 - Water: 56
 - Garbage: 56

Personal Property Tax

- Collected: \$3,954,104
- Outstanding: \$102,266

Real Property Tax

- Collected: \$7,868,476
- Outstanding: \$162,957

Public Utility Tax

- Collected: \$147,785
- Outstanding: \$186,670

Project Status:

New credit card vendor (Paymentus) weekly meetings ongoing. Utility payment portals have been tested/confirmed for transition. Taxes, Business Licenses, Economic Development and P&Z portals are still in progress. Vendor working with Fairburn communications consultant on communication materials regarding credit card changes. Tentative go live date is October 12, 2023.

Finance Director attended GMA Broadband Summit.

Two employees attended Property Tax training in Blue Ridge, GA.

Upcoming Events/Actions/Meetings:

- a. FY2024 Budget and Millage Final approvals 9/25/23
- b. Grant Writing Services RFP in progress



FIRE

CHIEF CORNELIUS ROBINSON

AUGUST 2023

Department Highlights/Accomplishments:

- National Night out with Police Department & City Employees
- New Fire Marshal Christopher Campbell
- 8/5/2023 Kids Event with Cross Road Church
- 8/9/2023 Community Event with St. John Church AME
- Site visit from The State of Georgia Standards & Training
- Received AFG Grant for radios

Department Updates:

- Quint 21

HUMAN RESOURCES



HUMAN RESOURCES

DIRECTOR: TALISHA CHAMPAGNE AUGUST 2023

Department Highlights/Accomplishments:



City Administration, Human Resources, and the Employee Engagement Team, recognized Ms. Gale Higgs, Street Maintenance and Fleet Director as **Leader of the Quarter** for being a valuable leader within our government that is always willing to assist those within and outside of her department. Her leadership and professionalism is one that is unmatched.

City Administration, Human Resources, and the Employee Engagement Team, recognized Mr. Matthew 'Cody' Kimble, Building Operations and Maintenance Specialist for **Employee Of The Quarter** for his contribution of an outstanding nature to the City of Fairburn and the Building Operations Department. He provides great customer service to everyone he encounters, and we always receive positive feedback from staff and vendors alike.



In partnership with City Administration and Police, Human Resources conducted Police salary meetings with all assigned sworn officers to ensure salary changes were discussed and acknowledged by each officer.

Department Updates:

- City's Hiring & Turnover stats for August 2023:
 - New Hires – Five (5) employee(s)
 - Separations – Three (3) employees

The City implemented a hiring incentive for hard-to-fill positions in the Streets Department and the Parks & Recreation Department.

Upcoming Events/Actions/Meetings:

- On behalf of City Administration, Human Resources, and the Employee Engagement Team, the following national events will be recognized city-wide:
 - **Economic Development Development– September 14, 2023**
This is a day to celebrate and show appreciation to the City's dedicated professionals in the Economic Development Department.
 - **Information Technology Department – September 19, 2023**
This is a day to recognize National IT Professionals Day and to celebrate and show appreciation to the City's dedicated professionals in the Information Technology Department.



Information Technology

Manager: Charles Johnson

August 2023

Department Highlights:

• **IT Manager**

- KnowBe4 Training
- Hiring for Systems Network Administrator in progress
- Restart secondary coax connection for backup internet project
- Begin VC3 off-boarding and transition
- Discussed employee transition workflow(s) with HR
- Worked with Encompass on network refresh design
- Discussed cabling with GC&E
- Utilities exterior AP device installation
- Worked on iWorQ incident tickets
- Assisted with Utilities Incode online payment portal
- Worked with Cisco Meraki Equipment to obtain Breakdown of Pricing for Network Upgrade
- KB4 transition from VC3 to COF
- Helped resolve Comcast outages
- Comcast fiber connection to both Bohannon and new city hall complete
- Access to NS server complete
- Obtained UPS devices for utility server room
- Processed IT equipment orders
- Working with Encompass through transition from VC3 on new software solutions
- Zix encryption implementation with Municipal Courts
- Retired old IT equipment and recycled non-useful equipment
- Assisted TelcoWiz incident tickets and phone orders
- Worked on Group Policy to Block Changing Desktop Backgrounds and Surveys Using Form in MS O365
- Worked on COF website transition from VC3

Department Highlights Continued:

• IT Manager

- Finalized Help Us Help You campaign for the COF kickstart
- Utility room clean up
- Cognito Forms with Utilities discussion
- EDR coverage to TBM insurance
- Solved Municipal Courts WiFi issue
- Assisted with Paymentus implementation
- Assisted with PaymentWorks
- Utilities modular building set up
- TelcoWiz recorded phone calls for Utilities
- Worked on COF camera access
- Ricoh and HP printer toner recycling
- Unintended installed software COF wide
- Background computer updates
- Verizon orders
- DebtBook Check In/GASB 96
- Transition to Microsoft Government Licensing
- Conversations with Police Department on hard drives

• IT Support Technician

- iWorQ tickets
- Recycled Used Toner for RICOH & HP
- Remove Hard drives from Old PCs
- Picked up Old IT equipment.
- KnowBe4 Training
- Preparing for training for users with One drive and sharepoint



PARKS & RECREATION

DIRECTOR: CHAPIN SCOTT

AUGUST 2023

Department Highlights/Accomplishments:

- Movie Night at the Park & Ride – August 4th - 175+ participants
- Athletic Coordinator hired.
- GRPA BOOST Grant for Afterschool - \$20,000.00
- Duncan Park Pool & Splash Pad (Back to School Hours) – August: 687
- Water Aerobic- August – 157 senior participants
- Sensational Seniors –
 - Jewelry Making, Aug. 16th – 18 participants.
 - Flower Arrangements, Aug 18th – 25 participants
 - Self Defense & Active Shooter Awareness, Aug. 24th – 28 participants
- Weekly Youth programs: Youth Football
- Weekly Senior programs – Walking Club, Chair Aerobics, Line Dancing, Water Aerobics

Department Updates:

- Duncan Park Pool & Splash Pad – Moving to weekends only starting August 4th.
- Girls Guide – Girls Mentoring Program September 4th – October 9th
- Park Master Plan –
 - Steering Committee organizing.
 - Kick Off Community Engagement Event – September 7th, Fairburn Youth Center
- Youth Football 2023 – Registration Full
- Youth Cheer 2023 – Registration opened.
- Seasonal Weekly Programs:
 - Water Aerobics – Tuesday & Thursday @9AM
- Sensational Seniors Weekly Programs –
 - Line Dancing
 - Chair Aerobics
 - Crochet Class

Project Status:

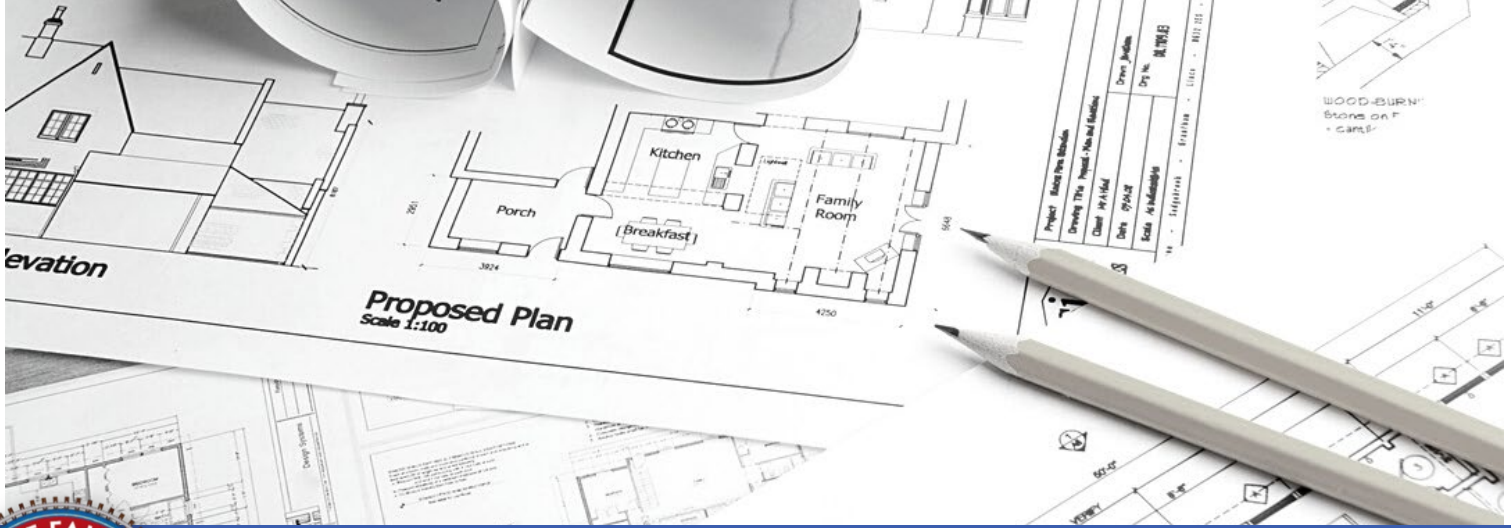
- Parks Master Plan – Kick Off Meeting – compete.
- Duncan Park Pool & Splash Pad repairs – complete
- Master Event Calendar – Complete
- Youth Center HVAC installation –Complete and repaired
- Duncan Park entrance gate repair – Complete
- Outdoor basketball court fence repair – Compete.
- Football Field fence repair – Complete
- Youth Center access control – Complete
- Installation of (2) additional cameras at Duncan Park – in process
- Tennis Court net replacement – complete

Upcoming Events/Actions/Meetings:

- September 7th – Parks Master Plan Kick-Off
- September 16th – Youth Fishing Derby
- September 19th – Sensational Seniors – Chair Zumba
- October 7th – Fairburn Fall Festival & Parade
- October 18th – Medicare Presentation

Marketing Materials:





PLANNING & ZONING

DIRECTOR: DENISE BROOKINS

AUGUST 2023

Department Highlights/Accomplishments:

- The new Art in the Alleyway project was installed to celebrate and acknowledge Hispanic Heritage Month. The project includes the third iteration of Yehimi Cambrón's 2019 Family Portrait series. The series was previously displayed at Atlanta's High Museum of Art.
- Planning and Zoning staff attended a public outreach meeting for the new proposed day care center and several meetings related to new developments.
- Code Enforcement staff completed Multi-Family property maintenance training.

Boards & Commissions Planning Meetings

- The August Planning and Zoning Commission meeting was canceled.

Approved Plans and Projects:

- Living Word- Concept Plan and Elevations Review – July 11, 2023
- PVI Fairburn Office - August 1, 2023
- Swing Mini Golf Course – Use Permit –Food Trucks
- Azalea Dr – Primary variance to reduce required buffers

Upcoming Meetings :

There is a Planning and Zoning Commission meeting schedule for October 3, 2023

Upcoming Plans/Rezoning/Use Permit/Variance Petitions:

- Durham Lakes – Rezoning Request: PD-02 to PD (Commercial to Residential/Townhomes)
 - Mayor and City Council Public Hearing tabled
 - The applicant requested council table the item until late September to prepare updates
- 5575 Milam Rd - Daycare Use Permit
- Curry Bend - Preliminary Plat
- Ferndale - Final Plat
- Fairburn Commons – Concept Plat
- Tim Horton- Concept Plan Review

Proposed Text Amendments:

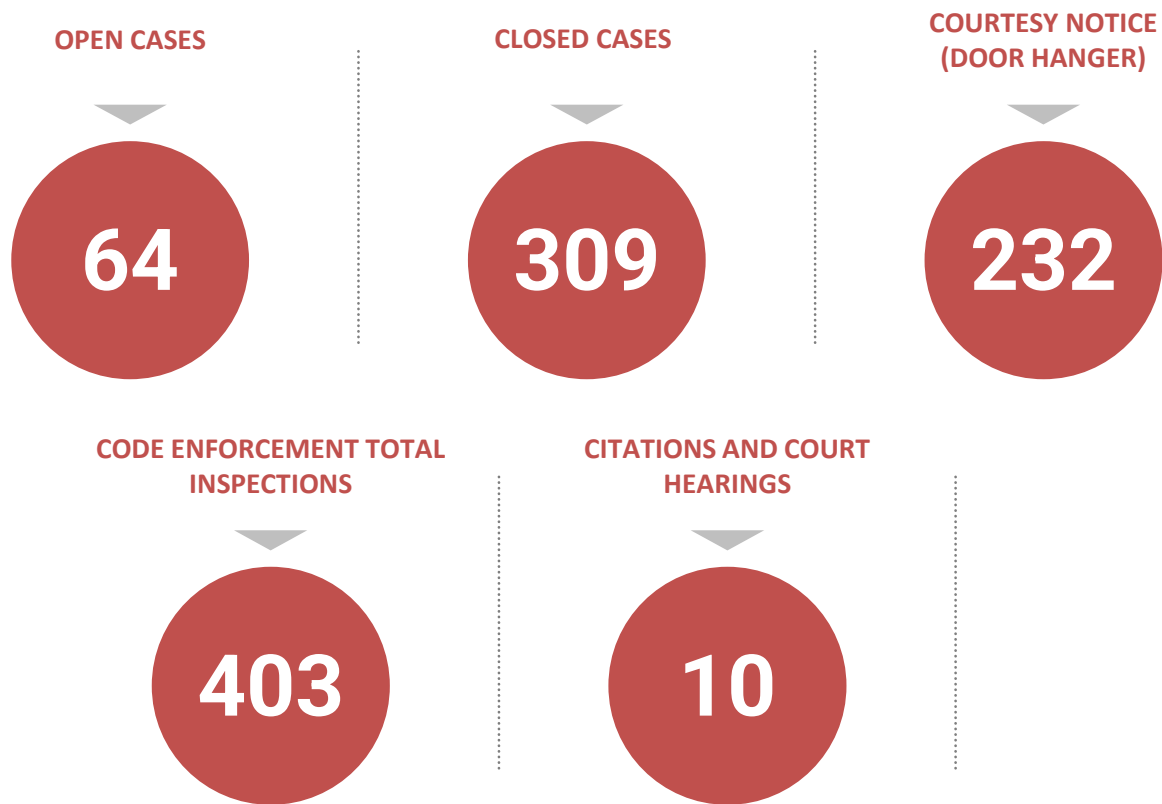
- Add liquor stores to the list of prohibited uses within the Highway 74 Overlay District
- Revise the text for prohibited tire treading and recapping uses to add tire repair shops and add a separation distance requirement for automobile repair shops (to include oil change, body repair, and tire repair shops)
- Electric Vehicle Requirements
- Add regulations for patios and uncovered decks to encroach in the required setbacks.
- Film Permit Policy requires additional updates to cover any request to rent public facilities.

Planning, Compliance, and Building Fast Facts

Building Permits Summary



New Permits:
Most of the permit requests were related to roof replacements.



Top Issues





POLICE

CHIEF ANTHONY BAZYDLO

AUGUST 2023

- **Department Highlights/Accomplishments:**

- National Night Out on August 1st was a success
- Active shooter training conducted on 8/07
- Met with Brazilian Ju-Jitsu instructor for officer training on 8/17
- Senior self defense training at youth center on 8/24
- Planning for Fall Festival & parade
 - Department photo at 7 AM
 - National Faith and Blue Weekend presentation from chaplains immediately following parade

Department Updates:

- New vehicles continue to arrive
- Early stages of Shop with a Cop preparation

Upcoming Events/Actions/Meetings:

- Work towards organizing a 501c3 for donations



Fairburn Police Department

Anthony Bazydlo

Chief of Police



Executive Summary August 2023

- **Uniform Patrol Division**
 - Total Calls Answered: 714
 - Self-Initiated 1,380
 - Arrests 55
 - Arrest – Released 47
 - Citations 382
 - Warnings 920
 - Incident Reports 286
 - Accident Reports 78
- **Special Ops**
 - Total Calls Answered: 44
 - Self-Initiated 156
 - Arrests 6
 - Arrest – Released 8
 - Citations 61
 - Warnings 94
 - Incident Reports 24
 - Accident Reports 3
- **Criminal Inv. Division – August**
 - Cases Assigned 57
 - Ex-Cleared 3
 - Cleared by Arrest 0
 - Unfounded 0
 - Inactivated 22
- **CID – Cases Prior to August**
 - Carry Over 117
 - Additional stats not available with new system, pending upgrades
- **Internal Affairs**
 - 3 vacancies
 - 2 new officers starting 9/13
 - 1 new officer starting 9/20
 - 1 resignation effective 9/15
 - 1 military leave
 - 3 medical leave

Police	
August 2021	
• Citations	676
• Warnings	1,393
• Arrests	28
• A/R	88
August 2022	
• Citations	473
• Warnings	622
• Arrests	51
• A/R	43
August 2023	
• Citations	382
• Warnings	920
• Arrests	55
• A/R	47



STREETS

DIRECTOR: GALE HIGGS

AUGUST 2023

Department Highlights/Accomplishments:

- 3 New Employee Hired
- 5 Employees Obtained Flagger Certification

Department Updates:

- School Crosswalks Installed
- John Rivers Rd Asphalt Repair
- Sump Pump Upgrade
- Defensive Driving Training
- Tree Removal @ Old Campbell Courthouse
- Tree Removal Behind Fire Station
- Sewer / Gutter / Drain Cleanouts Throughout City
- Sign Replacements in Multiple Areas
- Tree Canopy Cutbacks Throughout the City
- Litter Cleanup Throughout The City

Project Status: Pending

- Spence Rd Sidewalk Repair
- Storm Water Training

Upcoming Events/Actions/Meetings:

- 3rd Fridays Concert
- Fall Festival
- Breast Cancer Walk
- Fall Community Cleanup



UTILITIES

DIRECTOR: JOHN MARTIN

AUGUST 2023

Department Highlights/Accomplishments:

- Bi-Weekly Meeting with the Assistant City Administrator (August 9th & 23rd)
- Utilities Department Weekly Leadership Meeting (Every Monday)
- Microsoft Teams Meeting: Fairburn Utilities Monthly Progress Meeting (August 3rd)
- Microsoft Teams Meeting: Demo of Online Utilities Access (August 2nd)
- Microsoft Teams Meeting: Budget Meeting (August 16th)
- Microsoft Teams Meeting: City of Atlanta Bills Audit Discussion (August 4th)
- Microsoft Teams Meeting: Cigar Pond Review (August 4th)
- Microsoft Teams Meeting: Pre-meeting with City Administrator-ATL Watershed/Pressure Sensor locations & Tech Discussion (August 22nd)
- Microsoft Teams Meeting: Meeting with Fairburn and ATL Watershed/Pressure Sensor locations & Tech Discussion (August 22nd)
- Teams Meeting: Inclement Weather Discussion (August 29th)
- Conducted Internal Interviews for Senior Lineman position-Fishbowl (August 10th)
- Conducted Internal Interviews for Journeyman Lineman position-Fishbowl (August 10th)
- Microsoft Teams Meeting: Internal Promotion Meeting with HR (August 14th)
- ECG DOT Flagging Course/106 Howell Avenue (August 14th)
- Interview candidates for Utility Maintenance Worker I position-Fishbowl (August 23rd)
- Utilities Conference Room-Fairburn EasyLink Workspace Training (August 29th)
- Third Friday Concert Plan-Council Chambers (August 7th)
- Fall Festival Planning Meeting-Council Chambers (August 4th)
- Third Friday Final Logistics-Fairburn Education Campus (August 15th)
- Event After Action Review-Council Chambers (August 21st)
- Identified and reported leaking Fulton County sewer transmission pipeline in the intersection of Oakley Industrial and Hwy 74 to Fulton County (August 1st)
- August Development Review Meeting (August 4th)
- Georgia Association of Water Professionals Membership renewed (August 8th)
- Scope of work for 4080 Castle Way sent to Procurement (August 9th)
- Met with residences on Waterboy-Stormwater (August 9th)

- Prepare Ordinance Adoption: Metro Water District-Water Efficiency Code Requirements for Legal (August 9th)
- Completed GAWP Delinquent Billing Survey (August 10th)
- Forwarded ECG Salary Survey to HR (August 15th)
- Microsoft Teams Meeting: HomeServe Final Draft (August 9th)

Customer Service/Meter Reading:

Meetings:

- Meeting held with Paymentus Team to discuss technical matters for the system implementation.
- Meeting held with Ricoh Printer representative to discuss the department's expired lease and new printer for the modular building/future move to City Hall.
- Meeting held with the Assistant City Administrator, Finance Director, Utilities Director and GMEN team to discuss final online application and website demo for the Utilities Assistance Program.
- Multiple meetings held with the Assistant City Administrator's Office and GMEN Team regarding the planning of the Utility Assistance "In-Person" events.
- Weekly Status Meeting with Paymentus to discuss accomplishments, review, and next steps in the implementation, held with the Finance & Utility team(s).
- Meeting held with Northstar Solutions representative and IT Manager to discuss the city's data storage options.

Events:

- (2) In-person events held to assist customers with applying for the "Utilities Assistance Program".

Training:

- Session held with Incode Support to train on "Notifications" module. This feature allows us to send out robo calls to customers.

Tasks:

- Generated reports in Incode on customer email addresses and phone numbers.
- Drafted & Completed "FAQ's" information sheet for Utilities Assistance Program.

- Analyzed data log information for the newly installed water meters at the referenced locations: 3080 DUKE DRIVE, 250 WINDSOR WAY, 2065 BROADMOOR WAY.
- Approved daily time sheets for Utilities Administrative Staff (Customer Service, Billing & Meter Reading Teams).
- Sent out email correspondence to over 100 customers regarding delayed auto-draft payments for previous month, due to billing delay (network outage).
- Updated “Master Count List” for meter reader manual sheets for July 2023.
- Assisted the Billing Team with meter read inputs, edits, and billing process for July 2023.
- Submitted daily troubleshooting matters to IT Support through iWorq web portal.
- Submitted department’s “Accomplishments & Goals” for Fiscal Year(s) 2023 – 2024.
- Submitted monthly report for July 2023.
- Worked closely with GFL Leadership Team to rectify escalated service issues and retrieve an active list of all recycle customers.
- Worked closely with FACAA (Ms. Teresa Pearsall) to provide information on customers that are eligible for utility assistance through the agency.
- Sent out emails to seriously delinquent customers, to settle past due balances.

Billing Information:

Utility Bill Count: **7,153** (TOTAL), **6,563** (MAILED)

- **1,745** Penalties were posted this month: totaling **\$52,147.10**.
- **555 work order requests** (**412**– Meter Readers, **80**– Water Team, **44** – Electric, **7**– Unassigned, **12**– Billing) were completed for the month of August 2023.
- **92** service disconnections were issued and completed.
- Meter Reading & Water Staff collected **1,091** visual electric/water reads for billing.

Electric:

- Meeting with Director on ordinance changes/Transfer of the first four primary poles on Fairview Drive complete/Contact with ECG about Washington Street proposed parking lot lighting/ Event at Fairburn Park and Ride tonight, on call personnel dispatched to attend/ (August 1st)
- Director is out of office /Crew is working on the second primary pole transfer on Fairview Drive/Tyra Little forwarded contact with Power Pro for Elder Poplar RFP/ Meeting with Gresco about outstanding ordered material before FY2023 ends/Meeting with Power Grid corporation utility contractor/ (August 2nd)
- Meeting with Director/Primary pole #3 being installed and transferred on Fairview Drive/Meeting with Chapin Scott and leadership team for Fall Festival/Preparing ordinance decision memo for City Administrator/ (August 3rd)
- Set pole #4 on Fairview/ Fleet maintenance/Met with Ms. Criss, The Director, Chief of police, Director of Buildings, and the Director of Community Development about the event on the 18th / (August 4th)
- Major pole damage/Power Department team worked 20+ hours / Drunk driver broke Power Pole on West Campbleton August (5th pm and 6th am)
- Meeting with Director on damages to West Campbleton /Restocked trucks / Informed AT&T to plan pole transfer on West Campbleton/Removed cut up pole from drunk driver on West Campbleton/ (August 7th)
- Meeting with Director/Prepared for possible strong storms/Residual stocking of warehouse/Meeting with resident at 102 Green Street about trees at property/ Storm damages at Fairview, Elder, Shannon Chase, Bay Street Strickland/ (August 8th)

- Cleaned up materials from storm/Restocked all trucks/Meeting with Director on upcoming ordinance changes and interviews for Senior Lineman/Meeting with City Administrator about trees on Fairview, also new directive was initiated that any work that the Power Department is to undertake, a flyer on the doors of affected addresses and bulletin on the city website must be posted before work begins /Met with Sylvia Abernathy, Dana Smith at the Fairburn College with sound engineer for upcoming festival/(August 9th)
- Meeting with Director/Interviews during the morning with H.R. and the Director for Senior Lineman position, and Journeyman lineman position with candidate/Prepared bulletin for work on various streets/August 10th)
- Preparing for safety inspection on all safety equipment on the trucks and personal protective equipment. Prepping for severe weather. (August 11th)
- Meeting with Director and H.R. for Senior Lineman selection /Major outage on the night of the 12th /Crew worked 6+ hours/ Safety inspection by E.C.G./Flagging certification for Streets Department by E.C.G./Re- stocked trucks/Worked on lighting for festival at college parking area. (August 14th)
- Worked on budget presentation with the Director/Finished pole transfer of 4th AT@T pole transfer on Fairview Drive/continued lighting checks at Georgia Military College parking lot. (August 15th)
- Meeting with the Director and Water Superintendent/Installed the first of two temporary power supplies for the concert event at Georgia Military College courtyard. Completed lighting assignments around the perimeter and in the parking area. / (August 16th)
- Received U.T.E.C. power line contractor fleet vehicles at 106 Howell Avenue for staging to complete the pole installation on Fairview Drive for AT&T. Preparing final review for Fairburn City Council meeting this evening with the Director and Water Superintendent. (August 17th)
- Meeting with the Director /Completed the second temporary installation at the College campus for tonight's concert. The Power Department removed pole debris at Fairview Drive and installed a 40-foot power pole at 154 Fairview drive. (August 18th)
- Meeting with the Director/Friday concert successful/Contractors are going to begin the installation of the last four poles on Fairview Drive for AT&T. Power department team is removing limbs on Shaw and Fairview for pole installation. Also preparing switching orders, and installation of missing spans of primary wire on Highway 29 at Estes Street to ensure no loss of power occurs at the GMC campus during the pole replacement. (August 21st)
- Meeting with the Director to begin evaluations of Sanitation RFP for Tyra Little and finishing municipal code addendums for legal. /UTEC is starting in ground installation of the poles on Fairview for AT&T upgrade /Power Department team testing underground primary for viability to accept re-energizing at Highway 29 and Estes Drive for GMC. (August 22nd)
- Meeting with the Director/Power Department team continuing work with contractors on replacement of poles and primary lines on Fairview Street and Estes Street. / Continued review on RFP sanitation approvals. / (August 23rd)
- The Power Department team completed overhead portion of primary line replacement on Estes Street, repairs will be initiated to primary underground lines at pole feeding Brenau building due to massive squirrel damage. / (August 24th)
- Contractors completed the last pole transfer on Fairview Drive, Power Department team repair of damaged underground complete, proper switching complete, lines energized and holding. The Fairview Drive job has been completed; AT&T has been notified to move forward with their installation for the S.T.E.M. School. (August 25th)
- Meeting with the Director for council agenda request tonight/Fleet maintenance preformed/Residual restocking and truck fueling preformed/Tractor maintenance / Completed RFP review for Tyra Little of sanitation candidates/ (August 28th)

- Meeting with the Director/ Prepared notes for decision memo on Tyler Price Lineman candidate.
- Clean and organize yard, warehouse, lower wire storage building/ Reworked three phase bank pole at Landmark school /Teams meeting with Chapin Scott update for Fall Festival Teams meeting/ (August 29th)
- Leadership meeting with Director/Power Department team assigned to clear all secondary work orders. Attended online class about Ferro resonance in underground primary cables/ Power distribution breaker W-1332 at station #1 is energized and complete/ (August 30th)
- Power Department team continuing to clear work orders/Continued working on S.O.P. for power department/Online discussion about solar customer Ericka Ventry, 330 Fireside way with Brian Jaynes of E.C.G. to discuss a new P.V. system that is installed/ (August 31st)

Water/Sewer:

Crew Totals

Meter Maintenance **107**

Check Pump Stations **90**

Low Pressure checks **11**

Hydrant Flush **9**

Shut off Water **1**

Leak repairs **7**

Replace water meters **3**

Sewer Back-ups **2**

Change Lids **4**

Check Meter installs **8**

New meter Install **2**

Contractor Repair Projects **4**

800 Tall Deer storm drain repair

797 Tall Deer Leak Repair

797 Storm drain/ sinkhole/ sewer repair

Elder Storm drain/ Sinkhole repair

FOG (Fats, Oils, & Grease):

- Identifying all commercial & EXEMPT FOG customers- (In progress)
- (2) FOG permits issued
- 2023 FOG collections amount: \$6,219.32

Department Updates:

- Backflow/Cross Connection Program-Software training (*In progress*)
- **Project Status:**
- Lift Station Project-Pumps ready. Start date: 07/31/2023
- Upgrade Power Grid (Elder & Poplar)- (*In Procurement*)
- 4076 & 4080 Castle Way-Storm Drain Easement Rehabilitation
- Water Meter Exchange-1372 accounts changed out (*completed*)
- 2021 Storm Drain Lining Project (*completed*)

Upcoming Events/Actions/Meetings:

- Upgrade Power Grid (Elder & Poplar) FY23
- Overhead to Underground Power Installation (Rivertown Road) FY24
- Review meter details for new developments and renovations- (*In progress*)
- Electric Ordinance revised (*In progress*)