

**CONTRACT SUMMARY AND SIGNATURE REQUEST FORM**

801

Initiated by: City of Atlanta City Auditor's Office  
(Department/Official)

Date: June 25, 2018

Copies: 5

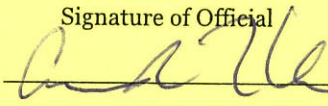

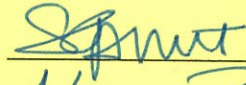
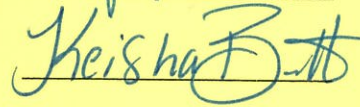
**FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center**  
(Name of Document)

Between the City of Atlanta and **Carr, Riggs & Ingram, LLC.**

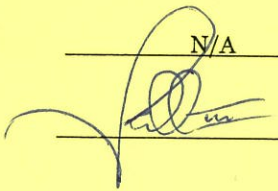
Contract Amount: **\$49,200.00**

**For the purpose of (Summary):** City desires to obtain from Service Provider the services described generally on Exhibit A-Services and Additional Compensation Terms attached.

Diversity Program Applied:	EBO <input type="checkbox"/>	SBE <input type="checkbox"/>	SBESM <input type="checkbox"/>	DBE <input type="checkbox"/>	ACDBE <input type="checkbox"/>
Joint Venture	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Majority % _____	Minority% _____	
Majority Partner Name, City & State:	_____				
Minority Partner Name, City & State:	_____				
Minority Partner Name, City & State:	_____				
MBE Commit%	_____	FBE Commit%	_____	SBE Commit%	_____
DBE/ACDBE Commit %	_____		Total	_____	

	Signature of Official	Date In	Date Out
<input checked="" type="checkbox"/> User Agency		<u>6/25/18</u>	<u>6/25/18</u>
<input type="checkbox"/> Office of Contract Compliance	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<input checked="" type="checkbox"/> Department of Finance – Risk Management		<u>6/25/18</u>	<u>6/25/18</u>
<input checked="" type="checkbox"/> Department of Procurement		<u>7/5/18</u>	<u>7/5/18</u>
<input checked="" type="checkbox"/> Department of Law		_____	<u>7/3/18</u>
<input type="checkbox"/> Department of Finance	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<input type="checkbox"/> Chief Operating Officer	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

And tabbed for the execution by:

<input type="checkbox"/> Mayor	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<input checked="" type="checkbox"/> Municipal Clerk –		_____	<u>7/1/18</u>
<input type="checkbox"/> Chief Procurement Officer;	_____	_____	_____
<input type="checkbox"/> Mayor	_____	_____	_____

\*\*\*\***Ms. Taylure Plain Shaw** is assisting by facilitating the routing of this agreement. Please contact her for pick-up at extension 404-330-6918 or by email at [tayshaw@atlantaga.gov](mailto:tayshaw@atlantaga.gov) or Shaun Mabry, 404-546-1492/[smabry@atlantaga.gov](mailto:smabry@atlantaga.gov). Also, please remember to correctly date the agreement once received and once completed. \*\*\*\*

**CONTRACT FOR:**

**FC-10163, Construction Audit for Martin Luther King,  
Jr. Recreation and Aquatic Center  
(Professional Services)**



**Atlanta, Georgia**

**Keisha Lance Bottoms  
Mayor  
City of Atlanta**

**Amanda Noble  
City Auditor  
City of Atlanta City Auditor's Office**

**Susan M. Garrett  
Interim Chief Procurement Officer  
Department of Procurement**

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# Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT

### FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center

This Professional Services Agreement (“**Agreement**”) is entered into and effective as of July 9, 2018 (the “**Effective Date**”) between the City of Atlanta (“**City**”) and the service provider (“**Service Provider**”) set forth below.

<b>Contract Name: Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center</b>	<b>Contract No. FC-10163</b>
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name: Carr, Riggs &amp; Ingram, LLC</b>	<b>Using Agency: City Auditor’s Office</b>
<b>Address: 1031 W. Morse Blvd., Ste 200 Winter Park, FL 32789</b>	<b>Address: 68 Mitchell St. SW #12100 Atlanta, GA 30303</b>
<b>Phone: 407-592-9900 or 407-644-7455</b>	<b>Phone: 404-330-6750</b>
<b>Authorized Representative: Mr. Matthew Incinelli, Partner</b>	<b>Authorized Representative: Ms. Amanda Noble, City Auditor</b>

#### Background.

City desires to obtain from Service Provider the services (“**Services**”) described generally on **Exhibit A-Services and Additional Compensation Terms** attached.

The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$49,200.00 (“**Maximum Payment Amount**”). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A-Services and Additional Compensation Terms**.

#### Term.

1.1 **Initial Term.** The initial term of this Agreement will be six (6) months. This Agreement shall commence on the Effective Date and end on December 8, 2018 / 8 / 2019. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “**Term**”.

1.2 **Renewal Terms.** Not applicable.

#### Interpretation.

All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B-Definition** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>1</sup>

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms  
Exhibit A.1--Cost Proposal
4. Exhibit B – Definitions
4. Exhibit C –Legislation (Not applicable)
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Appendix C-Additional Contract Documents (IIREA, Business License and Contractor Disclosure Statements)
10. Appendix D-Addendum/Addenda

4. **Authorization. Exhibit C-Legislation** was deemed not applicable per the threshold exemptions outlined within Code Section 2-1111.

5. Services.

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. **Exhibit A-Services and Additional Compensation Terms** sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on **Exhibit A-Services and Additional Compensation Terms**, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A-Services and Additional Compensation Terms**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or

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<sup>1</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.



“Unilateral Change Document”).<sup>2</sup> All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E-Dispute Resolution Procedures**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## 6. Service Provider's Obligations.

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service



Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) Mr. Matthew Incinelli, Partner.
- (b) Mr. Vic Incinelli, Partner.
- (c) Mr. Scott Ferguson, Partner

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) Vanir Construction Management, Inc.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

6.9 Ethics in Contracts.

6.9.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation,

preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

6.9.2 Fraud and misrepresentation. Any written or oral information provided by [insert as appropriate "Contractor" or Service Provider"], directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. [Contractor] agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. [Contractor] further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. [Contractor] agrees to place signage provided by the City regarding the Integrity Line at the location to which [Contractor's] employees report to perform the services required by this Agreement. [Contractor] acknowledges and agrees that a finding of fraud or other impropriety on the part of the [Contractor] or any of its [subcontractors] may result in suspension or debarment of the [Contractor]; and the City may pursue any other actions or remedies that the City may deem appropriate. [Contractor] agrees to include this clause in its [subcontracts] and take appropriate measures to ensure compliance with this provision.

## 7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

## 8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A-Services and Additional Compensation Terms**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A-Services and Additional Compensation Terms**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A-Services and Additional Compensation Terms**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A-Services and Additional Compensation Terms**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its

obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

## **10. Compliance with Laws.**

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

## **11. Confidential Information.**

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

## 12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

**13. Audit and Inspection Rights.**

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

**14. Indemnification by Service Provider.**

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

**15. Limitation of Liability.**

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED



**“INDEMNIFICATION BY SERVICE PROVIDER” AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B-Insurance and Bonding Requirements.**

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider’s performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider’s obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled **“Termination by City for Cause”**, Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled “Termination by City for Convenience”**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider’s sole remedy and City’s sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv)

comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

**19. Dispute Resolution.**

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

**20. General.**

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

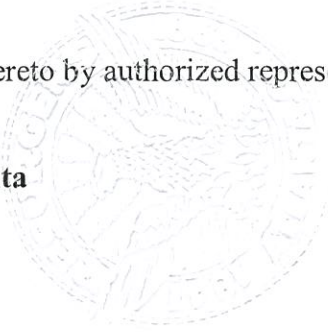


20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or

services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.


The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

**City of Atlanta**

**[Provider - See following page for signature block options. If the Provider is a Joint Venture, all Joint Venturers should be signatories.]**

  
  
\_\_\_\_\_  
**Chief Procurement Officer**  
\_\_\_\_\_  
**Municipal Clerk (Seal)**  
**FORIS WEBB III**  
**DEPUTY MUNICIPAL CLERK**  
**Approved:**  
\_\_\_\_\_  
**Internal Auditors Office**

**Approved as to form:**

  
\_\_\_\_\_  
**City Attorney**

Signature Block Options for Service Provider:

Corporate signature:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant  
Secretary (Seal)

Limited Liability Company:

Carr Riggs & Ingram, LLC

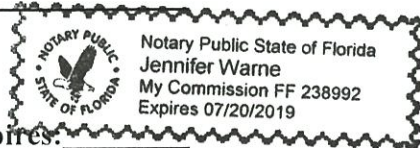
By: *Matthew J. Incinelli*

Name: Matthew J. Incinelli

Title: Partner

*Jennifer Warne*

Notary Public (Seal)



My Commission Expires: \_\_\_\_\_



**Exhibit A**

**Services and Additional Compensation Terms**

## **Exhibit A: Scope of Services**

This audit will be a closeout construction audit for a design-build lump-sum project to construct a recreational and aquatic center with a budget of more than \$23 million. The audit should include a risk assessment, and should consider both compliance and any potential cost recovery. The audit may include (depending on risk assessment):

- Preparation of control schedules
- Reconciliation of project expenditures
- Bonds and insurance analysis
- Change order analysis (general review and pricing review)
- Verification of contracted scope of work
- Quality assurance & quality control review
- Independent field inspection
- Assessment of compliance with diversity requirements
- Analysis of subcontract activity
- Assessment of construction compliance documents
- Other audit procedures as deemed necessary by proponent

### **Minimum Qualifications**

The proponent must provide evidence of a **minimum of (10) years of experience** conducting construction audits for multimillion-dollar construction projects.

### **Deliverable**

An audit report addressing the objectives listed above.

### **Deadline**

The city wishes to start the audit by the end of calendar year 2017 and complete it as soon as possible.

### **Cost**

Hourly rate or rates for work done on audit.

**Exhibit A.1**

**Cost Proposal**

## A.2. Cost Proposal

### FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center

Please state the Total Fixed Rate per audit performed. This fixed rate per audit performed shall include all business expenses (e.g., personnel, administrative, training, quality control, etc.) that will be assumed by the Proponent.

Additionally, provide a detailed narrative to the City that corresponds with the audit. Submit a detailed justification for your cost rationale, to provide the City with a clear summary of your intentions for future services rendered on behalf of the City.

Martin Luther King Jr. Recreation and Aquatic Center Construction Audit	
Estimated Fee (\$)	\$49,200
Anticipated Hours (not-to-exceed)	325
Hourly Rates by Staff	See attached sheet

Yes, I agree to honor the above-reference Rates proposed to the City.

#### Corporate Proponent:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Corporate Secretary/Assistant  
Secretary (Seal)

Date: \_\_\_\_\_

OR

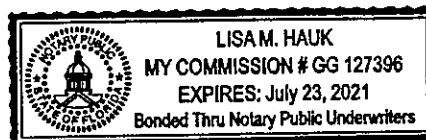
#### Non-Corporate Proponent:

Carr, Riggs & Ingram, LLC  
By: Matthew Incinelli  
Name: Matthew Incinelli  
Title: Partner  
Date: December 14, 2017

[Signature]  
Notary Public (Seal)

My Commission Expires: July 23, 2021

Date: December 14, 2017





**ADDITIONAL DETAILS: COST PROPOSAL**

Our fee has been estimated utilizing hourly staffing rates and projected time to complete the scope of services requested in this proposal and detailed in the "Audit Plan" section. Our hourly rates, in the event additional services are required, are as follows:

**Carr, Riggs & Ingram, LLC**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Partner	\$325
Manager	\$235
Senior Staff	\$185
Staff	\$110

**Vanir Construction Management, Inc.**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Project Manager	\$165
Project Director	\$150
Chief Estimator	\$165
Scheduling	\$165
Constructability Reviewer	\$165
Project Controls Specialist	\$85

Our estimated fee is inclusive of any potential travel-related costs and miscellaneous expenses, as well as all administrative, training quality control, etc.

**Exhibit B**

**Definitions**

## DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.




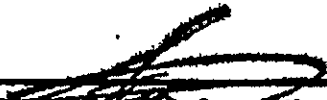
**Exhibit C**

**Legislation**

**(Not applicable per threshold exemptions outlined within  
Code Section 2-111)**

**Exhibit D**

**City Security Policies**

	<b>CITY OF ATLANTA</b>	<i>Control ID</i>	ISMS-A.9.1.1
		<i>Effective Date</i>	2/25/2016
		<i>Version Number</i>	1.10
		<i>Revision Date</i>	2/22/2016
<b>Access Control Policy</b>		<i>Approved By</i>	Samir Saini, Chief Information Officer
		<i>POC for Changes</i>	Taiye Lambo, Chief Information Security Officer
X		 7/21/16 Date Signed	
Samir Saini, Chief Information Officer, City of Atlanta			

### 1.0 Purpose:

This Access Control Policy sets forth the policies and guidelines to be followed at all times to minimize the security risks associated with unauthorized access to the City of Atlanta's Information and Information Processing Facilities by an internal or external individual or entity. This includes City of Atlanta ("City") employees and vendors that are not authorized to access certain Information and Information Processing Facilities.

### 2.0 Policy Objective:

The objective of this Policy is to establish criteria for Access to the City's Information and Information Processing Facilities and support services, provide appropriate guidance regarding Authorized User responsibilities; and the security and protection of City equipment, information and/or data.

### 3.0 Scope:

This Policy applies to all City employees, contractors and vendors that provide IT services to the City and all other authorized Users who require access at any time to Information and Information Processing Facilities owned or managed by the City.

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#### 4.0 Relation to Laws and Other Policies:

The use of and access to Information and Information Processing Facilities is subject to federal, state, and local laws.

#### 5.0 Confidentiality:

All users granted authorization to utilize City Information and Information Processing Facilities shall maintain the confidentiality of all information accessed, viewed, transferred or copied during the course of their privileges unless otherwise provided by law.

If there is any question regarding the appropriateness of disclosing or retaining information, users shall contact the Atlanta Information Management Office of Information Security (AIM OIS).

#### 6.0 Identification Badge Requirements:

All users granted authorization to utilize City Information and Information Processing Facilities on-site (i.e., any City premise or property) shall obtain an identification badge prior to accessing any Information and Information Processing Facilities. Employees and Vendors must visibly display the identification badges at all times while on-site.

- 6.1 All identification badges must be immediately returned to the City upon completion of the authorized access privilege utilization period or upon termination of relationship with the City.
- 6.2 Employees and Vendors are prohibited from "tailgating" through any door that requires badge access. Employees and Vendors for their own safety need to ensure that they utilize their own badge for entry into secure areas. In the event of an emergency, this will aid in determining the whereabouts of all authorized users.
- 6.3 If an Employee or Vendor forgets his/her badge, they must sign in and out with the receptionist to ensure that they are accounted for.

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## 7.0 Usage Rules:

The City owns, leases, or has the right to specify the use of all of its Information and Information Processing Facilities.

Prior to obtaining authorization to access any Information and Information Processing Facilities, all Vendors shall read and sign this Policy and then submit the signed copy to the AIM OIS for access authorization.

## 8.0 Connection of Non-City Equipment - Bring Your Own Device (BYOD):

Employees and Vendors are prohibited from connecting any non-City equipment, including but not limited to, desktops, laptops, notebooks, tablets, hand-held computers, servers or any related devices to the City network without express written authorization from the AIM OIS. Employees and Vendor's non-City computer equipment that is authorized to connect to the City network must meet the following minimum requirements:

- 8.1 Must have anti-virus and anti-malware protection software installed and running on the portable computing device at all times;
- 8.2 Must have the latest anti-virus and anti-malware signatures running on the portable computing device at all times;
- 8.3 Must have the latest service pack and security patches applied on the portable computing device;
- 8.4 Local Administrator password must meet the requirements of the City's Universal Password Policy; and
- 8.5 Must encrypt any City sensitive information contained on the portable computing device with City approved standard encryption software (i.e., minimum of 256-bit AES encryption).

Authorized Users are prohibited from connecting and using personal portable computing devices including but not limited to, storage devices (i.e., jump drives, portable drives, etc.), wireless and wired routers, switches, hubs, access points, network appliances, or any device capable of receiving, storing, managing, transmitting electronic data, receiving e-mail, or browsing Web sites on the City network without express written authorization from the AIM OIS.

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## 9.0 Remote Access:

Authorized Users are prohibited from accessing City Information and Information Processing Facilities remotely without express written authorization from AIM OIS. Authorized User remote access level must be clearly stated, identifiable, logged, auditable, and limited only to the authorized systems in which they must have access in order to perform assignments. Authorized User remote access time (logon hours) must be clearly stated, logged, and auditable.

- 9.1 Authorized User network and remote access accounts must be disabled immediately upon completion of the authorized access privilege utilization period or upon termination of relationship with the City. Logs that show User activities should be kept and should include, but are not limited to, connection times, disconnection times, systems accessed, files accessed, tasks performed, or any other activities performed while on the network.
- 9.2 Authorized Users are prohibited from remotely installing, configuring, or modifying systems or applications on the City network without express written authorization from the AIM OIS. Further, Authorized Users must enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.
- 9.3 At a minimum, once a year, all remote access accounts are to be validated by AIM OIS to ensure that only Authorized Users have access to City Information and Information Processing Facilities via remote access and maintain a record of this validation process.

## 10.0 Reporting, Violations and Enforcement:

City Employees and Vendors have an obligation to report all security incidents, suspected and known violations of this Policy to the AIM OIS immediately, so that prompt remedial action may be taken. This obligation includes reporting of any suspected malicious code.

Further, Vendors must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

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## 11.0 Unauthorized Users:

Any use of Information and Information Processing Facilities by any person who is not an Authorized User is strictly prohibited. Any such unauthorized use will be referred to appropriate governmental authorities for action and will be subject to prosecution.

## 12.0 Granting Access:

The following steps provide a general guideline to follow when granting and terminating user access to information resources on City Information systems. These guidelines shall be followed at all times when creating new accounts or granting employees and vendors access to City Information and Information Processing Facilities:

- 12.1 A new unique user account that conforms to AIM's naming standards (with initials and last name) shall be created for new employees and appropriate access granted to the required applications necessary for the employee to perform their respective jobs.
- 12.2 Network user accounts should be created in the employee's department Organizational Unit (OU) in Microsoft Windows Active Directory with corresponding home directory.
- 12.3 The account should be granted the least access privileges required by the user to perform his or her job functions.
- 12.4 An expiration date must be set on all temporary employee or vendor user accounts based on the last day of employment or contract with the City.
- 12.5 A prefix or suffix shall be added to all temporary and contractor user accounts to distinguish them from regular City employee user accounts. For example, FIN-JDoe may designate a temporary employee or vendor working in the Finance department.
- 12.6 A special designation such as "Temp" or "Vendor" should be used when creating accounts for temporary employees or contractors respectively in the account description.
- 12.7 Account passwords must be set to automatically expire every ninety (90) days or sooner on all user and system service accounts. If an application does not have this security feature, provision must be developed to manually require users to change their passwords every ninety (90) days.

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In addition, authorized users are required to follow all of the requirements listed in the City Universal Password Policy.

- 12.8 Email accounts must correspond to the employee's network user account. Each employee is limited to only one email account.
- 12.9 Since some applications utilize built-in security authentication instead of using Active Directory, it is recommended that the user accounts be as descriptive as possible and identical to the employee's network user account where possible.

### **13.0 Revoking Access:**

The following guidelines shall be followed at all times when revoking Authorized User access to City information systems:

- 13.1 Upon receiving an employee separation or suspension notification from Human Resources or an employee's supervisor, AIM OIS will immediately revoke the employee's network user account, email access, and access to all applications.
- 13.2 The terminated employee's supervisor is responsible for notifying AIM OIS or the AIM Service Desk about any employee termination (including Vendors).
- 13.3 The employees' network user account must be moved to disabled account folder in Microsoft Windows Active Directory.
- 13.4 A note should be added in the account description to indicate the date when the account was disabled and for what reason it was disabled.
- 13.5 A disabled account shall not be re-enabled. If anyone has been terminated, that account shall be deactivated and deleted. A new account shall be created if that employee is rehired.
- 13.6 The employee's mailbox should be disabled and detached in Exchange server by the systems administrator immediately following notification of an employee separation or suspension. A note should be added in the disabled email account description to indicate the date when the account was disabled.
- 13.7 The mailbox should be purged from Microsoft Exchange server after thirty (30) days following a full backup.

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13.8 The employee's home directory should be moved into his/her manager's home directory with full access privileges.

#### **14.0 Employee Transfer:**

The following guidelines shall be followed at all times when an employee is transferring from one City department to another. PLEASE NOTE: It is the responsibility of the employee that is being transferred to notify his/her new supervisor that the following must be accomplished within 10 business days of their effective transfer:

- 14.1 Upon receiving employee transfer notification from Human Resources or an employee's supervisor, the employee's network account, email access, and access to all applications shall be modified immediately to reflect the employee's new job responsibilities.
- 14.2 The employee's network and email account names shall remain unchanged, unless otherwise requested by the employee's former department for security reasons. In the event that an employee's existing account requires to be changed or new account created, the request shall come from the employee's former department and authorized by the Department of Human Resources.
- 14.3 The employee's network account shall be moved to the employee's new department in Microsoft Windows Active Directory, and added to appropriate security group(s) and the employee's email account shall be moved to the appropriate email distribution group(s).
- 14.4 Network access shall be modified and restricted to resources the employee requires to perform his or her new job functions.
- 14.5 Depending on the sensitive level of the employee's previous job responsibilities and/ or at the discretion of the employee's former department, access to the employee's old files, emails, applications, or other network resources may be restricted. The employee's home directory should be moved into his/her manager's home directory with full access privileges.
- 14.6 An employee who has transferred to a new department should notify AIM OIS if the aforementioned tasks have not been accomplished within 10 business days of their transfer. By signing the last page of this document, the employee acknowledges that it is their responsibility to follow the guidelines in section 14.0 through 14.6.

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## 15.0 Definitions:

The following terms are applicable to this policy:

### **Authorized User:**

Any employee or vendor that the City provides electronic credentials to for the purpose of accessing the City's Information and Information Processing Facilities. This definition also applies to any vendor's or consultant's employees and subcontractors to whom the City has provided electronic credentials or other materials to access the City's Information and Information Processing Facilities.

### **Electronic Communications:**

Any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted or accessed, in whole or in part, via the use of Information Processing Facilities.

### **Information:**

Information is an asset that, like other important business assets, is essential to an organization's business. Examples include, but are not limited to, the content of e-mail accounts, passwords, database tables, files, logs and mobile device data. Information can be stored in many forms, including digital form (e.g., data files stored on electronic or optical media), material form (e.g., on paper), as well as intangible information in the form of knowledge. Information may be transmitted by various means including courier, electronic or verbal communication. Whatever form information takes, or the means by which the information is transmitted, it must be protected.

### **Information Security:**

Information security includes three main dimensions: confidentiality, integrity and availability. Information security involves the application and management of security measures that involve consideration of a wide range of threats, with the aim of ensuring sustained business success and continuity, and minimizing impacts of information security incidents.

Information security is achieved through the implementation of an applicable set of controls, selected through the chosen risk management process and managed using an Information Security Management System including policies, processes, procedures, organizational structures, software and

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hardware to protect the identified information assets. These controls need to be specified, implemented, monitored, reviewed and improved where necessary, to ensure that the specific information security and business objectives of the organization are met. Relevant information security controls are expected to be seamlessly integrated with the organization's business processes.

**Information Processing Facilities:**

Any system, service, infrastructure used for processing the City's Information, or the physical locations housing systems, services and infrastructure used for processing the City's Information.

**Information Security Management System (ISMS):**

A management system (i.e., framework of guidelines, policies, procedures, processes and associated resources aimed at ensuring an organization meets its objectives) that is based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security.

**Portable Computing Devices:**

Any portable device capable of manipulating, receiving or transmitting Information to and from the City Information Processing Facilities. These include, but are not limited to, laptops, notebooks, handheld computers, tablets, smart phones, portable storage drives (e.g., jump drives, etc.).

**Vendor:**


All non-city individuals and entities, including but not limited to, paid and unpaid service providers, independent contractors, sub-contractors, consultants, sales representatives, and guests of the City who require access to the City Information and Information Processing Facilities.

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**AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE**

I hereby acknowledge that I have received a copy of the City of Atlanta Access Control Policy ("Policy"), dated as of June 18, 2018; that I have read the Policy; that I understand the Policy; and that I am bound by and will abide by Federal, State and Local laws and ordinances, the Policy's requirements and any applicable supplements and any additional or amended policies and procedures issued from time to time.

I further acknowledge that I understand that any violation of this Policy may subject me or my company to immediate termination of the authorized access privilege utilization period, relationship with the City, or possible civil and criminal penalties.

Matthew J. Incinelli  
Name of Authorized User (Print)  
Partner  
Title  
Carr Riggs & Ingram, LLC  
Company  
  
Signature of Authorized User  
June 18, 2018  
Date

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	<b>CITY OF ATLANTA</b>	Control ID	ISMS-A.15.1.1
		Effective Date	06/27/2016
		Version Number	1.0
		Revision Date	06/25/2015
<b>Cloud Vendor Access Policy</b>		Approved By	Samir Saini, Chief Information Officer
		POC for Changes	AIM Office of Information Security
X  <b>Samir Saini, Chief Information Officer, City of Atlanta</b>		7/21/16 Date Signed	

### 1.0 Overview:

This Cloud Vendor Access Policy ("Policy") sets forth the policies and guidelines to be followed at all times to minimize the security risks associated with access to the City of Atlanta's Information and Information Processing Facilities by an external individual or entity.

The City of Atlanta ("City") employs the use of Information and Information Processing Facilities to facilitate and support its daily business operations. The City recognizes that Vendors often play an important role in supporting City business operations and require various levels of access privileges to the City's Information and Information Processing Facilities to fulfill their job responsibilities. In order to protect these resources, adequate limits and controls have been established and shall be maintained to regulate the confidentiality, integrity and availability of data that can be accessed, viewed, copied, modified, or controlled by Vendors.

### 2.0 Purpose:

The objective of this Policy is to establish policies for Cloud Vendor access to the City's Information and Information Processing Facilities and support services; provide appropriate guidance regarding Vendor responsibilities; and the security and protection of City equipment, information and/or data.

### 3.0 Scope:

This Policy applies to all Cloud Vendors who require access at any time to Information and Information Processing Facilities owned or managed by the City.

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#### **4.0 Relation to Laws and other Policies:**

The use and access of Information and Information Processing Facilities is subject to federal, state, and local laws.

#### **5.0 Confidentiality:**

All Vendors granted authorization to utilize City Information and Information Processing Facilities shall maintain the confidentiality, integrity and availability of all City information accessed, viewed, transferred or copied during the course of their privileges unless otherwise provided by law. If there is any question regarding the appropriateness of disclosing or retaining information, Vendors shall contact the Atlanta Information Management Office of Information Security (AIM OIS).

#### **6.0 Identification Badge Requirements:**

All Vendors granted authorization to utilize City Information and Information Processing Facilities on-site (i.e., any City premise or property) shall obtain an identification badge prior to accessing any Information and Information Processing Facilities. Vendors must visibly display the identification badges at all times while on City property.

All identification badges must be immediately returned to AIM OIS upon completion of the authorized access privilege utilization period or upon termination of relationship with the City.

#### **7.0 Usage Rules:**

The City owns, leases, or has the right to specify the use of all of its Information and Information Processing Facilities.

7.1 Prior to obtaining authorization to access any Information and Information Processing Facilities, all Vendors shall submit a written request to the AIM OIS for access authorization including the following:

- 7.1.1 Name;
- 7.1.2 Company;
- 7.1.3 Address;

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- 7.1.4 Telephone Number;
  - 7.1.5 Email address;
  - 7.1.6 Nature and Scope of Access Request;
  - 7.1.7 Access Utilization Period (i.e. specific dates – from and to);
  - 7.1.8 Description and type of non-City equipment to be connected to any Information and Information Processing Facilities;
  - 7.1.9 Description and type of non-City installed software to be utilized with any Information and Information Processing Facilities;
  - 7.1.10 List of individuals, if more than one, requiring access;
  - 7.1.11 Confirmation that a Criminal Background Check has been conducted on all individuals requesting access to any sensitive information or equipment;
  - 7.1.12 Completed Authorized User Acknowledgement and Signature Sheet for Cloud Vendor Access Policy.
- 7.2 A blanket authorization can be provided as an exception for Vendors that have provided business justification (e.g., Cloud Services where multiple parties in the Vendor's employ or Vendor's subcontractors may need the access). This blanket authorization (if granted) requires a comprehensive physical and logical audit trail of the aforementioned access that may be audited by the City upon request. Vendors are eligible to use the Information and Information Processing Facilities with written authorization and approval of AIM OIS. Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.
- 7.3 Any Authorized User is subject to the same information security policies as City employees and may be deemed to be in default or subject to termination of any contract or other document which is the basis for upon which the Authorized User was granted access to City Information and Information Processing Facilities.
- 7.4 Upon approval authorizing a Vendor to access the requested City Information and Information Processing Facilities, the AIM OIS will provide every Vendor with a designated City point of contact to ensure compliance with this Policy.
- 7.5 Vendor access as an Authorized User must be uniquely identifiable and subject to monitoring. At a minimum, all Vendor access must be entered into a log and readily available to the AIM OIS or designated City personnel upon request. Logs must include, but are not limited to, Vendor access times and dates, personnel changes, and password changes.
- 7.6 Vendors are prohibited from copying City Information onto their servers, desktops, laptops, or devices without prior, written approval from the AIM OIS

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or designated City personnel. If written authorization to copy City Information is granted (including a blanket authorization), the Vendor will have the best practices minimum level of security installed on their servers, personal computers, laptops or devices (e.g., the latest anti-virus protection, malware protection, etc.). For transmission of City data, a minimum of 256 bit AES encryption is required.

- 7.7 In the event of termination of Contract, all of the City's data shall be returned to the City in a usable format and all City information remaining on the Vendor's equipment must be purged. A statement acknowledging that the City's information has been purged from the Vendor's Information Processing Facilities shall be submitted to the City upon termination of contract.
- 7.8 Vendor must follow all applicable City change control processes, procedures and policies. In cases where the Vendor is providing Cloud Services to the City, a copy of the Vendor's change control procedures shall be provided to the City. The Vendor shall coordinate all changes with the City and have them logged for auditing and reporting purposes. In addition, the Vendor will not introduce changes in advance or in the absence of authorization from the City to the provided cloud services.
- 7.9 Vendors shall comply with all federal, state, and local auditing requirements. Vendors shall not access any City Information and Information Processing Facilities outside the nature and scope of its original approved access request without approval from the AIM OIS.
- 7.10 Designated City personnel will identify, approve, accompany, and supervise any Vendor who requires access to any City data centers, wiring closets, or protected areas.

### **8.0 Connection of non-City Equipment:**

Vendors are prohibited from connecting any non-City equipment, including but not limited to, desktops, laptops, notebooks, tablets, hand-held computers, servers or any related devices to the City network without express written authorization from the AIM OIS.

- 8.1 Vendor's non-City computer equipment that is authorized to connect to the City network must meet the following minimum requirements:

- 8.1.1 Must have anti-virus and malware protection software installed and running on the equipment at all times;

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- 8.1.2 Must have the latest anti-virus signatures running on the equipment at all times;
  - 8.1.3 Must have the latest service pack and security patches applied on the computer;
  - 8.1.4 Local Administrator password must meet the requirements of the City; and
  - 8.1.5 Must encrypt any City sensitive information contained on the computer with City approved standard encryption software (i.e., minimum of 256 bit AES encryption).
- 8.2 Vendors are prohibited from connecting and using personal portable computing devices including but not limited to, storage devices (i.e., jump drives, portable drives, etc.), wireless and wired routers, switches, hubs, access points, network appliances, or any device capable of receiving, storing, managing, transmitting electronic data, receiving e-mail, or browsing Web sites on the City network without express written authorization from the AIM OIS.
- 8.3 A blanket authorization can be provided as an exception for Vendors that can demonstrate a need to have it (e.g. Cloud based technology support where multiple parties in the Vendor's employ or Vendor's subcontractors may need the access). This blanket authorization (if granted) requires a comprehensive physical and logical access trail of the aforementioned access that may be audited by the City upon request. Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

**9.0 Server Deployment:**

All production, development, or test servers installed on the City network by a Vendor must meet Atlanta Information Management Server Configuration Standards as well as the following minimum requirements:

- 9.1 Must have anti-virus and anti-malware software installed and running on the server at all times.
- 9.2 Must have the latest anti-virus and anti-malware signatures running on the server at all times.
- 9.3 Must have the latest service pack and security patches applied on the server;
- 9.4 Must be added to the domain;
- 9.5 Must have the Domain Admin group added to local Administrator group;

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- 9.6 Local Administrator password must meet the requirements of the City's ISMS-A.9.3.1 Universal Password Policy; and
- 9.7 Application Service accounts must meet the requirements of the City's ISMS-A.9.3.1 Universal Password Policy.

**10.0 Remote access/VPN:**

Vendors are prohibited from accessing City Information and Information Processing Facilities remotely without express written authorization from the AIM OIS.

- 10.1 A blanket authorization can be provided as an exception for Vendors that can provide business justification (e.g. Cloud Services where multiple parties in the Vendor's employ may need the access). This blanket authorization (if granted) requires a comprehensive physical and logical access trail of the aforementioned access that may be audited by the City upon request.
- 10.2 Vendor remote access level must be clearly stated, identifiable, logged, auditable, and limited only to the authorized systems in which the Vendor must have access in order to perform its assignments.
- 10.3 Vendor remote access time (logon hours) must be clearly stated; logged, and auditable.
- 10.4 Vendor network and VPN accounts must be disabled immediately upon completion of the authorized access privilege utilization period or upon termination of relationship with the City.
- 10.5 Vendor's activities on the network must be entered into a log and available to City personnel upon request. Logs must include, but are not limited to, connection times, disconnection times, systems accessed, files accessed, tasks performed, or any other activities performed while on the network.
- 10.6 Vendors are prohibited from remotely installing, configuring, or modifying systems or applications on the City network without express written authorization from the AIM OIS.
- 10.7 Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

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## **11.0 Reporting Violations and Enforcement:**

Vendors have a duty to report all resources problems, security incidents, suspected and known violations of this Policy to the AIM OIS within 48 hours so that prompt remedial action may be taken. This obligation includes reporting of any suspected malicious code. Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

## **12.0 Unauthorized Users:**

Any use of the Information and Information Processing Facilities by any person who is not an Authorized User is strictly prohibited. Any such unauthorized use will be referred to appropriate governmental authorities for action and will be subject to prosecution.

## **13.0 Definitions:**

The following terms are applicable to this policy:

### **Authorized User:**

Any person to whom the City provides electronic credentials or other materials to access the City's Information and Information Processing Facilities. This definition also applies to any vendor's or consultant's employees and subcontractors to whom the City has provided electronic credentials or other materials to access the City's Information and Information Processing Facilities.

### **Cloud:**

Cloud is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

### **Electronic Communications:**

Any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted or accessed, in whole or in part, via the use of Information Processing Facilities.

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**Information:**

Information is an asset that, like other important business assets, is essential to an organization's business. Examples include, but are not limited to, the content of e-mail accounts, passwords, database tables, files, logs and mobile device data. Information can be stored in many forms, including: digital form (e.g., data files stored on electronic or optical media), material form (e.g., on paper), as well as intangible information in the form of knowledge. Information may be transmitted by various means including: courier, electronic or verbal communication. Whatever form the information takes, or the means by which the information is transmitted, it must be protected.

**Information Security:**

Information security includes three main dimensions: confidentiality, integrity and availability. Information security involves the application and management of security measures that involve consideration of a wide range of threats, with the aim of ensuring sustained business success and continuity, and minimizing impacts of information security incidents. By signing this Cloud Vendor Access Policy, the Vendor accepts responsibility for ensuring the confidentiality, integrity and availability of the City's information and data that it is entrusted to manage, using the best practices of Information Security.

**Information Processing Facilities:**

Any system, service, infrastructure used for processing the City's Information, or the physical locations housing systems, services and infrastructure used for processing the City's Information.

**Information Security Management System (ISMS):**

A management system (i.e., framework of guidelines, policies, procedures, processes and associated resources aimed at ensuring an organization meets its objectives) that is based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security.

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**Portable Computing Devices:**

Any portable device capable of manipulating receiving, transmitting Information to and from the City Information Processing Facilities. These include, but are not limited to, laptops, notebooks, handheld computers, tablets, smart phones, portable storage drives (e.g., jump drives, zip drives, etc.).

**Vendor:**

All non-city of Atlanta individuals and entities, including but not limited to, paid and unpaid service providers, independent contractors, sub-contractors, consultants, sales representatives, and guests of the City who require access to the City Information and Information Processing Facilities.

**14.0 References:**

**ISO/IEC 27001:2013** - The British Standard International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC), Information Technology – Security Techniques – Information Security Management Systems – Requirements. Section A.15.1.1 Information Security Policy for Supplier Relationships.

**ISO/IEC 27002:2013** - The International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC) Information Technology – Security Techniques – Code of Practice for Information Security Controls. Section 15.1.1 Information Security Policy for Supplier Relationships.

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**AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE**

I hereby acknowledge that I have received a copy of the City of Atlanta Cloud Vendor Access Policy ("Policy"), dated as of June 18, 2018; that I have read the Policy; that I understand the Policy; and that I am bound by and will abide by Federal, State and Local laws and ordinances, the Policy's requirements and any applicable supplements and any additional or amended policies and procedures issued from time to time.

I further acknowledge that I understand that any violation of this Policy may subject me or my company to immediate termination of the authorized access privilege utilization period, relationship with the City, or possible civil and criminal penalties.

Matthew J. Incinelli

\_\_\_\_\_  
Name of Authorized User (Print)

Partner

\_\_\_\_\_  
Title

Carr Riggs & Ingram, LLC

\_\_\_\_\_  
Company

Matthew J. Incinelli  
\_\_\_\_\_  
Signature of Authorized User

June 18, 2018  
\_\_\_\_\_  
Date

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**Exhibit E**

**Dispute Resolution Procedures**



## DISPUTE RESOLUTION PROCEDURES

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

**Appendix A**  
**OCC Requirements**

**FC- 10163- Construction Audit for Martin Luther King, Jr. Recreation Center and Aquatic Center**

**Diversity Inclusion Policy For  
The City of Atlanta Diversity Programs**

Although the above referenced contracting opportunity has been exempted and is not subject to any of the City's diversity programs as a mandatory requirement, it is the policy of the City of Atlanta (COA) to actively promote full and equal business opportunities. As a policy, the City advocates for the inclusion of small, disadvantaged, minority, and female business enterprises through the City's SBO and EBO programs, as well as the administration of the federal DBE and ACDBE programs. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for disadvantaged, minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap upon or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the COA and federal diversity programs is to mitigate the present and ongoing effects of the past and present discrimination against women, minority, disadvantaged, and small business so that opportunity - regardless of race, gender, or firm size - will become institutionalized in the Atlanta marketplace. It is important to note the City of Atlanta's Diversity Program requirements at the time of the project bid.

Proponents seeking to submit proposals for **FC-10163- Construction Audit for Martin Luther King, Jr. Recreation Center and Aquatic Center** are encouraged to make a general statement regarding their intent to address the City of Atlanta's diversity objectives. For the purpose of this RFP solicitation, there will be no mandatory diversity inclusion requirements that must be submitted with the actual proposals.

Additionally, projects are reviewed on a case by case basis to determine if it is necessary to require proponents to make good faith efforts to form joint venture teams comprised of at least one minority and/or female owned firms(s) certified as such by the City of Atlanta's Office of Contract Compliance. In the event that such a determination is made at the RFP stage, or if proponents so choose to pursue a joint venture arrangement of their own volition, the submitted proposal must include an executed copy of the Joint Venture agreement. The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of and responsibility for accounting.
- The method by which disputes are resolved.
- All other pertinent factors of the joint venture.

This project **does not** have a Joint venture requirement. However, the City of Atlanta encourages Joint Venture relationships when feasible and applicable. The City of Atlanta seeks to remedy the effects of past discrimination and/or promote equal opportunity by establishing specific

small, minority and female subcontractor, and supplier participation objectives for every City contract valued at or above \$100,000. Specific subcontractor and supplier availability objective will be included in the formal solicitation documents where applicable. Every bidder (on applicable projects) must submit documentary evidence of good faith efforts with their proposal to comply with the requirements of the City's ordinance. The details of Subcontractor Project Plans are set forth below:

**ACDBE, SBE or EBO**

On applicable projects, the proponent must submit a detailed Subcontractor Project Plan with their proposal. In the Subcontractor Project Plan, the proponent must identify the certified disadvantaged, small, or minority/female owned businesses (depending on applicable program) that it intends to use to meet the established availability goals. The plan must specifically indicate the nature and amount of the supplies and subcontracting contemplated. The plan must also detail the company name, contact person, address, telephone number, work or supply description, and subcontract or supply dollar amount for each business enterprise (**disadvantaged, small, non-minority, minority, or female owned**) to be utilized on the project.

Every proponent will also be required to comply with two additional components of the City of Atlanta's diversity program requirements. These two additional components are:

**Equal Employment Opportunity Plan (EEO)**

Every bidder's workforce should reflect the demographic characteristics of the available pool of labor skills normally utilized by the bidders. A Contract Employment Report describing the demographics of the bidder's workforce shall be submitted prior to the execution of a contract with the City of Atlanta.

**First Source Jobs (FSJ) Policy Agreement (On Applicable Construction Projects Only)**

The First Source Jobs Program was created to provide employment opportunities to unemployed residents of the City of Atlanta. Every bidder must agree to make a good faith effort to fill at least 50% of all entry level positions created by the award of this contract with First Source Jobs Program participants.

Questions regarding any of this information may be directed to the Office of Contract Compliance, Larry Scott - Director at (404) 330-6010.

## **Appendix B**

### **Insurance and Bonding Requirements**

APPENDIX B  
**INSURANCE & BONDING REQUIREMENTS**  
**FC-10163, Construction Audit for Martin Luther King, Jr.**  
**Recreation and Aquatic Center**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

**No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.**

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the

Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.



A. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease     **\$100,000 each accident**  
Bodily Injury by Accident/Disease     **\$100,000 each employee**  
Bodily Injury by Accident/Disease     **\$500,000 policy limit**

B. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

D. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of \$1,000,000 per claim and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.



# CERTIFICATE OF LIABILITY INSURANCE

CARRR-2

OP ID: JR

DATE (MM/DD/YYYY)  
06/06/18

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

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

PRODUCER Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren	334-347-2631	CONTACT NAME: Jennifer Reynolds
	334-393-2345	PHONE (A/C, No., Ext): 334-347-2631 FAX (A/C, No): 334-393-2345
E-MAIL ADDRESS: jennifer_whittakerwarren@centurytel.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Insurance Company		35289
INSURER B : American Casualty Company of		20427
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6045711126	01/07/18	01/07/19	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPOP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			6045711112	01/07/18	01/07/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		X				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			6045711143	01/07/18	01/07/19	EACH OCCURRENCE \$ 20,000,000
	<input type="checkbox"/> EXCESS LIAB	X					AGGREGATE \$ 20,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6045689709	12/31/17	12/31/18	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**FC-10163 CONSTRUCTION AUDIT FOR MARTIN LUTHER KING JR RECREATION & AQUATIC CENTER.** The City of Atlanta is additional insured where required by written contract. Coverage is primary & non-contributory and includes completed operations. Policies include a waiver of subrogation in favor of the additional insured where required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITYATG	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Atlanta, Georgia c/o Enterprise Risk Management 68 Mitchell St, Suite 9100 Atlanta, GA 30303	AUTHORIZED REPRESENTATIVE 

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**General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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5002000266045711269012





## General Liability Extension Endorsement

## 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Grantor of Franchise**

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

**D. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.



## General Liability Extension Endorsement

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.



## General Liability Extension Endorsement

## I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

## J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the **Named Insured**;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.





General Liability Extension Endorsement

3. This Paragraph J. also does not apply:

- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
- b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
- c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. for bodily injury, property damage, or personal and advertising injury arising out of the rendering or failure to render any professional service;
- 2. for bodily injury or property damage included within the products-completed operations hazard; nor
- 3. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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## General Liability Extension Endorsement

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or
  - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
    - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
    - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
  5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.



## General Liability Extension Endorsement

## 7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

## 8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

## 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.



## General Liability Extension Endorsement

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

## i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

- a. add the following:
  - the **Named Insured's employees** are **Insureds** with respect to:



General Liability Extension Endorsement

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.
- c. add the following:

**Insured** does not include any physician while acting in his or her capacity as such.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

**11. LEGAL LIABILITY – DAMAGE TO PREMISES**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the

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**General Liability Extension Endorsement**

owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for damages because of **property damage** to:

- a.** any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b.** contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The Other Insurance Condition** is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:
- (ii)** That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision 11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

**12. MEDICAL PAYMENTS**

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

**7.** Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \_\_\_\_\_ ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

- B. Under COVERAGES, Coverage C – Medical Payments**, the **Insuring Agreement** is amended to replace Paragraph **1.a.(3)(b)** with the following:

**(b)** The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**13. NON-OWNED AIRCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:



## General Liability Extension Endorsement

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**14. NON-OWNED WATERCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

**15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

**Employment Related Discrimination**

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.



## General Liability Extension Endorsement

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

**16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

**Personal and advertising injury** for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
  - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
  - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

**Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:
  - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will





General Liability Extension Endorsement

not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE - ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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## **Appendix C**

### **Additional Contract Document**

- **IIREA**
- **Business License**
- **Contract Disclosure Statements**

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization through the contract period and the undersigned contractor for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

32855 (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

7/8/2014
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Carr, Riggs & Ingram, LLC
Name of Contractor (Legal name of Contractor, not an abbreviated version)

FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center
Name of Project

City of Atlanta
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

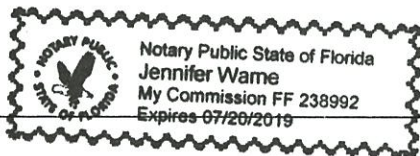
Executed on Dec 4, 2017 in Winter Park (city), Florida (state).

[Signature]
Signature of Authorized Officer or Agent
Matthew Incinelli, CPA

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 4th DAY OF December, 2017.

[Signature]
NOTARY PUBLIC

My Commission Expires:



**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 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 (Carr, Riggs & Ingram, LLC (name of contractor)) on behalf of the City of Atlanta 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

95989 (Also known as eVerify Company ID)  
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)  
1/30/2008  
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: Vanir Construction Management, Inc.

Name of Project: FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on December, 13, 2017 in Sacramento (city), CA (state)

Ray Nunez  
Signature of Authorized Officer or Agent

Ray Nunez, Chief Financial Officer  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Rev. 06/06/17



**CALIFORNIA JURAT WITH AFFIANT STATEMENT**  
**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1  
2  
3  
4  
5  
6

*Signature of Document Signer No. 1*                      *Signature of Document Signer No. 2 (if any)*

State of California  
County of Sacramento

Subscribed and sworn to (or affirmed) before me  
on this 13<sup>th</sup> day of December, 2017,  
by                      Ray Nunez  
Date                      Month                      Year



(2) \_\_\_\_\_  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.

Signature Caitlin Talbot  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document  
or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Subcontractor Affidavit  
Document Date: December 13, 2017                      Number of Pages: One  
Signer(s) Other Than Named Above: No other signers



**GEORGIA  
CORPORATIONS  
DIVISION**

GEORGIA SECRETARY OF  
STATE  
**BRIAN P. KEMP**

[HOME \(/\)](#)

**BUSINESS SEARCH**

BUSINESS INFORMATION

Business Name:	<b>CARR, RIGGS &amp; INGRAM, L.L.C.</b>	Control Number:	<b>0611151</b>
Business Type:	<b>Foreign Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
Business Purpose:			
Principal Office Address:	<b>P.O. Box 312044, ENTERPRISE, AL, 36331, USA</b>	Date of Formation / Registration Date:	<b>1/25/2006</b>
Jurisdiction:	<b>Alabama</b>	Last Annual Registration Year:	<b>2017</b>
Principal Record Address:	<b>NONE</b>		

REGISTERED AGENT INFORMATION

Registered Agent Name:	<b>KELLY BOLLINGER, CPA</b>
Physical Address:	<b>4360 CHAMBLEE DUNWOODY RD S420, Dekalb, ATLANTA, GA, 30341, USA</b>

[Back](#)      [Filing History](#)      [Name History](#)  
[Return to Business Search](#)

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 1 of 8)**

**DEFINITIONS FOR THE PURPOSE OF THIS DISCLOSURE AND DECLARATION FORM**

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor or Vendor"	Any person or entity having a contract with the City of Atlanta ("City").
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty-one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent or Offeror" (the terms are interchangeably used on this Form)	Any individual or entity that submits a Bid/Proposal in response to a solicitation.  If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure and Declaration Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated. <b>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure and Declaration Form where indicated.</b>

**Instructions: Provide the following information for the entity or individual completing this Form (the "Individual/Entity").**

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation: Carr, Riggs & Ingram, LLC
2. Name of the authorized representative for the responding Entity: Matthew Incinelli

**B. Individual/Entity Information:**

1. Principal Office Address: 1031 W. Morse Blvd. ,Ste. 200, Winter Park, FL 32789
2. Telephone and Facsimile Numbers: P 407.644.7455; F 407.628.5277
3. E-Mail Address: mincinelli@cricpa.com
4. Name and title of Contact Person for the Individual/Entity: Matthew Incinelli, Partner
5. Is the Individual/Entity authorized to transact business in the State of Georgia?

**YES (Attach documentation evidencing authority to transact business in the State of Georgia, not limited to Georgia Secretary of State documentation.)**

**NO**

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 2 of 8)**

**C. Questionnaire**

If you answer "YES" to any of the following questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

Since 2007, CRI has grown from a firm with 350 professionals and 15 offices in 5 states throughout the Southeast to a firm with over 1,800 professionals and 55 offices in 9 states throughout the Southeast and Texas. During that time, revenue has grown from approximately 65 million to over 280 million.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? If the answer to this question is "NO", then please proceed to question number 4.

YES NO

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.

YES NO

4. Has the Respondent been charged with a criminal offense within the last ten (10) years?

YES NO

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.

YES NO

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?

YES NO

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?

YES NO

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.

YES NO



**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 3 of 8)**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

YES NO

(a) directly or indirectly, had a business relationship with the City?

YES NO

(b) directly or indirectly, received revenues from the City?

YES NO

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

YES NO

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

YES NO

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

YES NO

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

YES NO

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

YES NO

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

YES NO

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below. [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES NO

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

YES NO

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**D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality.** Details of the Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 5 of 8)**

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, 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, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

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h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

- (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
- (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
- (3) Cancellation of the public contract; and
- (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 7 of 8)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_\_ **day of** \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

*Sign here if you are an authorized representative of a responding entity or partnership:*

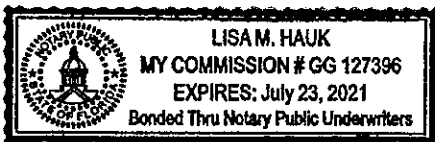
**Printed Name of Entity or Partnership:** Carr, Riggs & Ingram, LLC

**Signature of authorized representative:** *[Signature]*

**Title:** Partner

**Date:** December 14, 2017

**Subscribed and sworn to or affirmed by** Matthew Incinelli **(name), as the**  
Partner **(title) of** Carr, Riggs & Ingram, LLC **(entity or partnership name)**  
**this** 14 **day of** December, 2017.



*[Signature]*  
Notary Public of Florida (state)  
My commission expires: July 23, 2021

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 8 of 8)**



**Appendix D**  
**Addendum**



## CITY OF ATLANTA

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Susan M. Garrett  
Interim Chief Procurement Officer  
[smgarrett@atlantaga.gov](mailto:smgarrett@atlantaga.gov)

Kasim Reed  
Mayor

December 5, 2017

Dear Potential Proponents:

**Re: FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center**

Attached is one (1) copy of **Addendum Number 1**, which is hereby made a part of the above-referenced project.

For additional information, please contact Mr. Clinton L. Johnson, Contracting Officer, at (404) 330-6099 or by email at [cljohnson@atlantaga.gov](mailto:cljohnson@atlantaga.gov).

Sincerely,

Susan M. Garrett  
Interim Chief Procurement Officer

SMG/clj

Follow us on Twitter @ATLProcurement and Facebook @ City of Atlanta Department of Procurement





**ADDENDUM NO. 1**

This Addendum No. 1 forms a part of the Request for Proposal and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

**A total of 4 Questions and Responses (see Addendum No. 1 – Attachment No. 1)**

Addendum No. 1 for **FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center, on behalf of the City of Atlanta City Auditor's Office** is available for pick-up in the Plan Room: City Hall, 55 Trinity Avenue, Suite 1900.

**The proposal due date has not been modified. Proposals are due on Friday, December 15, 2017 and should be time stamped in no later than 2:00 p.m. EST and delivered to the address listed below:**

Susan M. Garrett  
Interim Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S. W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

**\*\*All other pertinent information is to remain unchanged\*\***



**FC-10163, Construction Audit for Martin Luther King, Jr.  
Recreating and Aquatic Center  
Addendum No. 1 Attachment No. 1  
Questions and Responses**

1. When is the estimated date of completion for the Project's construction?

**RESPONSE:** The City of Atlanta issued the Certificate of Occupancy October 30, 2017. However, there still remains \$75,000.00 in punch list items. Pay applications for work in place as well as release of retainage still need to be processed.

2. The project is described as a "design-build lump sum". Is the entire Project's costs captured under the lump sum or are there portions that are accountable at the Construction Manager's actual cost?

**RESPONSE:** No, a portion of project costs are funded by the Department of Parks and Recreation outside of Contract FC-8420, but we are uncertain of the amount.

3. Would you provide further detail regarding what is potentially expected under the following scopes:

- a. Preparation of control schedules

**RESPONSE:** Preparing a control schedule of applications for payment and reconciling payments would be expected to gain a detailed understanding of the specific job components that affect the overall cost to the owner.

- b. Independent field inspection

**RESPONSE:** To the extent warranted by the risk assessment, independent field inspection would be expected to ensure that the contractor has not overcharged or increased their overall profits as a result of providing less materials and services than the contracted scope of work.

- c. Verification of contracted scope of work

**RESPONSE:** To the extent warranted by the risk assessment, verification of contracted scope of work would be expected to provide assurance that all contracted work was performed in accordance with plans and specifications in the contract documents.

4. Is there a page limit to the responses to the RFP?

**RESPONSE:** No.

**Acknowledgment of Addendum No. 1**

Proponents must sign below and return this form with their proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of **FC-10163, Construction Audit for Martin Luther King, Jr. Recreation and Aquatic Center** on behalf of the City of Atlanta City Auditor's Office on this the 14 day of December, 2017.

Carr, Riggs & Ingram, LLC  
Legal Company Name of Proponents

  
Signature of Authorized Representative

Matthew Incinelli  
Printed Name

Partner  
Title

December 14, 2017  
Date



