

A RESOLUTION
OF
THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
EXECUTION OF AN AGREEMENT FOR CONSTRUCTION REPRESENTATIVE
FOR THE ATLANTA NEW STADIUM PROJECT

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the “Authority”) owns and operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, the multipurpose domed stadium facility known as the Georgia Dome, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, the Georgia Dome, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise; to own, hold, improve, and use; and to sell, convey, exchange, transfer, lease, sublease, and dispose of real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, the Georgia Dome, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to O.C.G.A. §10-9-14(a), the Authority is authorized to fix rentals, fees, prices and other charges which any licensee shall pay to the Authority for the use of the project or the facilities or part thereof or combination thereof, and for the goods and services provided by the Authority in connection with such use, as the Authority may deem necessary or appropriate to provide in connection with such use, and to charge and collect the same, and to establish and to perform and pay any obligations established under such other terms, conditions, and considerations as the Authority and any such licensee shall determine necessary and appropriate; and

WHEREAS, the Authority previously executed that certain Memorandum of Understanding for a Successor Facility to the Georgia Dome (the "MOU") among the Authority, the Atlanta Falcons Stadium Company, LLC ("StadCo"), and the Atlanta Falcons Football Club, LLC (the "Team"), dated April 5, 2013, pursuant to which the parties to that document agreed as between themselves to incur defined responsibilities and to allocate defined rights in respect of the design, development, construction and operation of a new operable roof, state-of-the-art multi-purpose stadium (the "New Stadium Project" or "NSP") ; and

WHEREAS, pursuant to Section 3.3 of Article III of the MOU, the parties to that document agreed essentially that the Authority will have certain review rights over NSP construction as described in the MOU, which may include the Authority contracting with an independent construction representative (the "Construction Representative") to review NSP construction for compliance with the overall material design elements identified in the MOU among other duties (the "Material Design Elements"), the cost of which Construction Representative shall be reimbursed to the Authority as a Project Cost; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Executive Director (as that term is defined in the Bylaws, Article VII, Section 5) is authorized to execute contracts related to the operation, in the ordinary course of business, of the project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Executive Director governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority's Bylaws, except to the extent such authority is conferred upon the Executive Director or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Executive Director is authorized to negotiate, execute and deliver, in substantially similar form to the one attached hereto as **Exhibit A**, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an Agreement for Construction Representative for the NSP.

BE IT FURTHER RESOLVED that the Executive Director is authorized to do all things necessary and proper to effectuate the intent and purpose of this Resolution.

ADOPTED this 30th day of July, 2013



Tim Lowe, Chair
Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: 
Dale Aiken, Assistant Secretary

{Authority Seal}

EXHIBIT A

Construction Representative Agreement
follows this page (25 pages)

**GEORGIA WORLD CONGRESS CENTER AUTHORITY
 MASTER CONSULTING SERVICES AGREEMENT
 IDIQ - Firm Fixed Price**

EXHIBIT A

Project Description of Work: Owner's Representation, New Stadium Project (NSP)	
GWCCA Project #: NSP-2	
Firm Name: Heery International Address: Home Office: 999 Peachtree Street Atlanta, GA 30309-3953 Local Office (if different from above): Same as above Federal Identification No.: 58-0827945	Firm Contact Person: Name: Glenn Jardine Phone: 404-946-2150 Fax: 404 875-1283 E-mail: gjardine@heery.com
Contract ID: GWCCA NSP-2	Contract Execution Date: 8/2/2013
Contract Amount: Minimum \$125,802.00 Maximum \$1,214,367.00	Contract Completion Date: 11/30/2017
Firm Project Manager & contact information: Office: Atlanta, Ga Name: Ricky Davis Phone: 404-946-2539 E-mail: rdavis@heery.com	GWCCA Contract Administrator & contact information: Name: Kevin Duvall, Chief Operating Officer and/or Designee Phone: 404-223-4000 E-mail: kduvall@gwcc.com

**STATE OF GEORGIA
GEORGIA WORLD CONGRESS CENTER AUTHORITY
AGREEMENT**

SECTION I GENERAL PROVISIONS:

PARA #101 CONTRACT BETWEEN:

This Agreement is made and entered into by and between the **Geo. L. Smith II Georgia World Congress Center Authority**, a public corporation and instrumentality of the State of Georgia, (hereinafter referred to "GWCCA" or the "Authority") located at 285 Andrew Young International Blvd., Northwest, Atlanta, Georgia 30313,

AND

Heery International
999 Peachtree Street
Atlanta, GA 30309-3953

Hereinafter referred to as the Consultant, and as further hereinafter referred to as the "Party" or "Parties".

This Agreement is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Agreement shall be construed to constitute the Consultant or any of its employees, agents, or subconsultants as a partner, employee, or agent of the Authority, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

WHEREAS, GWCCA desires to secure a qualified and experienced firm to perform consulting services to the Authority in the New Stadium Project, hereinafter referred to as the "Project"; and

WHEREAS, GWCCA has determined it is advisable and desirable to engage the assistance of a Consultant to provide the services to the Authority for the Project; and

WHEREAS, GWCCA has conducted a competitive process for firms desiring to provide the services through Solicitation #GWCCA-NSP-2, and has secured a qualified and experienced firm to perform Owner's Representation Services; and

WHEREAS, the Consultant represents that it complies with the State of Georgia statutes relating to professional registration, if applicable, and has signified a willingness to furnish the above-described consulting services to the Authority and the Authority has relied on such representation; and

WHEREAS, the Parties hereto desire to enter into an Agreement which sets forth the nature of the Services to be provided and terms and conditions associated therewith (the "Agreement").

NOW, THEREFORE, and in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration the receipt and adequacy of which the Parties acknowledge, the Parties hereto agree as follows:

PARA #102 TERM OF AGREEMENT:

This Agreement is effective as of the date provided on the Notice to Proceed and shall terminate on June 30, 2017, unless terminated earlier under other provisions of this Agreement. The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by GWCCA through a Notice to Proceed. Time is of the essence in this Agreement and the Consultant shall perform its responsibilities for the Project in accordance with assignments made by the GWCCA Contract Administrator.

PARA #103 AUTHORITY AND CONSULTANT CONTACT INFORMATION:

The telephone numbers, contact persons, and mailing addresses listed below for the Authority's and the Consultant's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given

pursuant to this Agreement shall be in writing and shall be to GWCCA or Consultant by delivering them to the Party in person or by depositing it in the U.S. mail postage prepaid, addressed to the Parties as follows:

- A. The Authority's Contract Administrator, and contact information, responsible for all matters pertaining to this Agreement, except as otherwise indicated, **[including the submittal of any required bonds and Certificate(s) of Insurance, with required additional insured endorsements (as specified below)]**, shall be submitted to:

Kevin Duvall and/or Designee, Contract Administrator
404-223-4000
E-mail: **Choose an item**.kduvall@gwcc.com

- B. The Consultant's Project Manager, and contact information, responsible for the day to day management of this Agreement, except as otherwise indicated, is:

Steve White, Project Director
Heery International
999 Peachtree Street
Atlanta, Georgia 30309-3953
404-881-9880
E-mail: bwhite@heery.com

Ricky Davis, Project Manager
Heery International, Inc
999 Peachtree Street
Atlanta, Georgia 30309-3953
Telephone #: 404-946-2539
E-mail: **rdavis@heery.com**

PARA #104 AGREEMENT IDENTIFICATION NUMBER:

GWCCA shall assign an agreement identification number ("Agreement ID"), GWCCA NSP-2, to this Agreement simultaneously with the execution of same. The Agreement ID will be a unique number and must be used by the Consultant when referring to this Agreement.

PARA #105 SCOPE OF SERVICES:

The work to be performed by the Consultant under this Agreement shall encompass and include all detail work, services, materials, equipment, and supplies necessary to perform the services to GWCCA within the Term of Agreement specified herein. The Consultant shall deliver services and reports in accordance with the terms and conditions of the Task Order issued by GWCCA. Each Task Order shall be negotiated between the Parties and shall include, but not be limited to, a general description of the Project with the specifics of work to be accomplished being defined in **Exhibit A, Scope of Services**, including a detailed time schedule for completion of the work.

The Consultant shall not perform management support services which include any activities that are inherently a governmental function, including but not limited to executing contractual documents, and the collection, control or disbursement of public funds including the examination of routine vouchers and invoices. All management support services that will be performed by the Consultant shall be included within the Agreement as amended under the Task Order where applicable. Notwithstanding anything in this Agreement to the contrary, the Consultant shall, on a timely basis, advise and provide GWCCA with recommendations concerning any additional management support or other services which are not included in a Task Order, but the performance of which are necessary and prudent in order for the purposes and intent of the general Scope of Services to be achieved. Any management support services or other support services which were not included within the original Agreement but subsequently become necessary shall be included in a Task Order only after the execution of a Supplemental Agreement to the original Agreement to include the addition of the needed management support services.

- A. Task Orders

Each Task Order shall be assigned one specific GWCCA identification number which shall be used by the Consultant in corresponding Project documents, including requests for payment. No payments for work by the

Consultant under this Agreement will be made which are not authorized by a written Task Order from GWCCA. The cost of such services authorized by GWCCA shall be paid for in accordance with **SECTION II COMPENSATION AND PAYMENT.**

The terms of the Task Order shall not be modified without written approval from GWCCA and the Consultant. Any work performed outside of the terms and conditions of the Task Order or before the Notice to Proceed for the Task Order has been issued by GWCCA, will not be considered for payment.

B. Frequency

Because this is an Indefinite Delivery, Indefinite Quantity (IDIQ) Agreement, there is no set frequency for the desired services. The Consultant(s) shall perform the required services upon issuance of a Task Order. GWCCA will order from the Consultant the services specified in the Agreement that are required to be purchased by GWCCA's activity or activities. GWCCA is not required to purchase from the Consultant, in excess of the minimum contract amount specified under the Agreement. If GWCCA urgently requires delivery of any performance of service before the earliest date that performance may be specified under this Agreement, and if the Consultant will not accept an order providing for the accelerated performance, the Parties fail to timely agree to any additional compensation or terms for accelerated performance, the Consultant lacks sufficient expertise (as determined by GWCCA), or the Consultant is otherwise incapable of performing such service, GWCCA reserves the right to acquire the urgently required service(s) from another source.

C. Ordering

Any services to be furnished under the Agreement shall be ordered by issuance of Task Orders as indicated under Ordering Protocol. Such orders may be issued upon execution of the Agreement and throughout the stated performance period. The project to be serviced shall be identified in the specific Task Order. All Task Orders are subject to the terms and conditions of the Agreement. In the event of a conflict between a Task Order and the Agreement, the Agreement shall control. Task Orders will be issued by electronic mail (e-mail) with original documents following. The Task Order is considered "issued" when the e-mail is sent.

D. Ordering Protocol

GWCCA's Contract Administrator will initiate the ordering of a task by submitting a purchase requisition to the appropriate procurement administrator. The procurement administrator will complete the ordering process and issue the Task Order once it is executed.

E. Work and Receipt of Task Orders

Upon issuance of a Notice to Proceed (NTP) for a Task Order, the Consultant shall perform the services described in the Task Order for the indicated project. The Consultant is required to commence performance for a specific Task Order within the earlier of (i) three (3) business days of NTP for a Task Order, or (ii) such other time as expressly set forth in a Task Order. The Consultant will be allowed a performance period stated in the Task Order to complete the work required by the individual Task Orders.

PARA #106 USE OF SUBCONSULTANTS:

Upon approval by the Authority, the Consultant may enter into contract with the necessary qualified sub-consultant firms or vendors, if applicable, to perform the work described in **Exhibit A, Scope of Services** or supply the necessary materials, supplies, staff, or equipment.

It is understood by the Parties to this Agreement that the work of the Consultant is considered personal by the Authority. The Consultant agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval of the Authority. The Authority reserves the right to review all subcontracts **prepared in connection with** the Agreement, and the Consultant agrees that it shall submit to the Authority, upon request, proposed sub-contract documents together with sub-consultant cost estimates for the review and written concurrence of the Authority in advance of their execution. All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultants shall be clearly communicated. All subcontracts shall contain all applicable provisions of this Agreement.

Prime Consultants shall pay their sub-consultants for satisfactory performance of their contracts no later than ten (10) calendar days from receipt of payment made to them by GWCCA. Any delay or postponement of payment among the parties may take place only for a good cause. If the Prime Consultant is found to be in noncompliance with these provisions, it may constitute a breach of contract or further payments of any work performed may be withheld until corrective action is taken by the Prime Consultant. If the corrective action is not taken, it may result in the termination of the Agreement.

The Consultant shall require all subconsultants to provide the required insurance and indemnity per paragraph 109, subject to same invoicing limitations and standard of care.

[
PARA #107 RELATIONSHIP WITH OTHERS:

The Consultant shall cooperate fully with GWCCA, other consultants on adjacent or related projects, municipal and other interested local government officials, other State of Georgia departments, agencies and instrumentalities, utility companies, railroads, and others, as may be directed and/or allowed by GWCCA. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by GWCCA, furnishing plans and other data produced in the course of work for GWCCA projects, or provision of services as may be requested from time to time by GWCCA to effect such cooperation, and compliance will all directives issued by GWCCA.

PARA #109 INDEMNITY AND INSURANCE:

A. Professional Services Indemnity:

The Consultant shall indemnify, release, and hold harmless GWCCA, its officers, directors, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by GWCCA and any of GWCCA's officers, directors, members, employees or agents), claims, suits and judgments to the extent arising or resulting from the delivery of Professional Services under this Agreement, as defined below, but such indemnity is limited to those liabilities arising from a Negligent Professional Act of the Consultant, as defined below. This indemnification survives the termination of this agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of the Consultant.

1. For the purposes of the Professional Services Indemnity in subparagraph above, services means those services performed by a design or program management professional employed by the Consultant.
2. For the purposes of the Professional Services Indemnity in subparagraph above, Negligent Professional Act means a negligent act, error, or omission in the performance of Professional Services by the Consultant (or by any person or entity, including joint ventures, for whom the Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

B. Non-Professional Services Indemnity:

To the extent of the contractual liability provisions of the Commercial General Liability Insurance policy required by subparagraph D2 below, the Consultant hereby agrees to indemnify and hold harmless GWCCA, the State of Georgia and its authorities, agencies and other instrumentalities and all of their respective officers, directors, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant, its agents, employees or others working at the direction of the Consultant or on its behalf, or due to any breach of this Agreement by the Consultant or due to the application or violation of any pertinent federal, state or local law, rule or regulation. This indemnification is binding upon the successors and assigns of the Consultant. This indemnification does not extend beyond the scope of this Agreement and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to the sole negligence of any Indemnitee. This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of the Consultant.

C. Certificate(s) of Insurance:

The Consultant shall, prior to the commencement of work, procure the insurance coverage listed in subsection D below at the Consultant's own expense and shall furnish GWCCA insurance certificate(s), on an ACORD or similar form, listing GWCCA as the certificate holder. The insurance certificate must provide the following:

1. Name and address of authorized agent.
2. Name and address of insured.
3. Name of insurance company(ies).
4. Description of policies.
5. Policy number(s).
6. Policy period(s).
7. Limits of liability.
8. Name and address of Owner as certificate holder.
9. Project name and number.
10. Signature of authorized agent.
11. Telephone number of authorized agent.
12. Mandatory thirty (30) day notice to the GWCCA of cancellation/non-renewal . BSW: 30 days okay? Many insurance companies have moved to 10 days as std.
13. Each certificate of insurance shall bear an endorsement as follows:

Insurer agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days (ten [10] calendar days for nonpayment of premium) after written notice by United States Certified Mail, Return Receipt Requested, postage prepaid, or statutory overnight mail in accordance with Code Section 9-10-12, in an envelope addressed to the party to be notified. Notice is effective upon receipt. Each Insurer has been notified that under Georgia law, the requirement that the Attorney General of Georgia shall represent and defend GWCCA and the Indemnitees remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of GWCCA and the Indemnitees must be expressly approved by the Attorney General.

Such Certificate(s) of Insurance, with required additional insured endorsements (as specified below), shall be submitted to the Authority's Contract Administrator identified in Paragraph 103.B. of this Agreement.

D. Required Insurance Coverages: BSW: Has Heery's insurance person reviewed these coverages/deductibles?

From insurers rated at least A- by Best's and registered to do business in the State of Georgia, the Consultant shall provide the following kinds of insurance in the minimum amount of coverage set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all operations carried on and any and all work performed by the Consultant under this Agreement. Within ten (10) calendar days after execution of the Agreement and during the entire period of the Consultant's responsibility under the Agreement, the Consultant shall maintain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement as follows:

1. Workers' Compensation and Employer's Liability - Statutory coverage shall be maintained for Worker's Compensation as required by the laws of the State of Georgia.
2. Commercial General Liability Insurance - Commercial General Liability Insurance of at least \$2,000,000 per occurrence \$5,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$2,000,000 combined single limits each occurrence; to cover vehicles, owned, leased or rented by the Consultant. The Consultant shall require its sub-consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above. GWCCA shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
3. Professional Liability (Errors and Omissions) Insurance - Limits shall not be less than the following:
 - a. For Professionals – \$2,000,000 per claim and \$5,000,000 in aggregate coverage;

- b. For Sub-consultant Engineers and Architects – \$2,000,000 per claim and \$3,000,000 in aggregate coverage;
- c. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d. The Consultant shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Consultant for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following issuance of the Certificate of Final Completion for the Project.

[THE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE, PROFESSIONAL LIABILITY COVERAGE, AND SUB-CONSULTANT ENGINEERS AND ARCHITECTS SHOULD BE INCREASED]

- E. Insurance Premiums and Deductibles - The Consultant shall pay the insurance premiums and shall be responsible for payment of all deductibles and self-insured retention.
- F. Maximum Deductible - No policies shall specify a deductible or self-insured retention of more than \$250,000 per claim. If demanded in writing by the insurer and with GWCCA's approval, the deductible limit may be increased to an amount not in excess of the limit established for Professionals [CONFIRM USE OF THIS TERM] under the usual deductible guidelines of the insurer, provided the Consultant meets the Authority's standard requirements for self-insurance.
- G. Waiver of Subrogation - There is no waiver of subrogation rights by either party with respect to insurance.

PARA #110 LIMITED WARRANTY:

The Consultant warrants to GWCCA that its Services provided for the Project reasonably meet the intent of the Program, are consistent with sound principles commonly used by Professionals meeting appropriate Standards of Care set forth below:

The Consultant by the execution of this Agreement warrants that he/she is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further warrants that in the performance of the duties herein set forth he/she will exercise such degree of care, learning, skill, and ability as is ordinarily employed by professionals under similar conditions and like circumstances and shall perform such duties without neglect.

PARA #111 DISPUTES AND CLAIMS:

All services will be performed by the Consultant to the satisfaction of GWCCA. GWCCA will decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value there; and the decision upon all claims, questions, and disputes will be final and binding upon the parties.

In the event GWCCA receives a notice of claim for damages that may have been caused by the Consultant in the performance of services required by the Consultant under this Agreement, GWCCA will promptly forward the claim to the Consultant. The Consultant and GWCCA will evaluate the claim and report their findings to each other within seven (7) business days. GWCCA and the Consultant will jointly discuss options in defending the claim. After reviewing the claim, GWCCA will determine whether to require the participation of the Consultant in the defense of the claim or to require that the Consultant defend GWCCA in such claim, subject to the approval of the Attorney General, as described in this section or notify its insurer. GWCCA's failure to notify the Consultant of a claim within seven (7) business days will not release the Consultant from any of the requirements of this section upon subsequent notification by GWCCA to the Consultant of the claim.

PARA #112 AMENDMENTS AND MODIFICATIONS:

Any modification of this Agreement shall be made pursuant to a written authorization which sets forth the reason for the change. In addition, modifications to this Agreement shall be in writing and signed by the Consultant and the Authority. GWCCA and the Consultant shall execute extension of time, budget and scope in writing with the same formality as the execution of this original Agreement.

PARA #113 REPRESENTATION, WARRANTIES AND COVENANTS:

The Parties hereby acknowledge that no express or implied representations, warranties, conditions or understandings, other than those set forth in this Agreement have been made by and between them.

PARA #114 TERMINATION:

GWCCA may terminate this Agreement for cause or without cause, in whole or in part, at any time the interest of GWCCA requires such termination in accordance with the below:

A. Unsatisfactory Performance:

GWCCA shall have the right to terminate the Agreement for unsatisfactory performance of Project services, for default by the Consultant, or for convenience. If GWCCA determines that the performance of the Consultant is not satisfactory, GWCCA may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not in excess of ten (10) business days. Otherwise, the Agreement will be terminated in thirty (30) business days. The Consultant will be paid for the work satisfactorily performed.

B. For Default on the Part of Consultant:

If the services of the Consultant are terminated by GWCCA for default on the part of the Consultant, the amount to be paid shall be determined by GWCCA with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to GWCCA at the time of termination, the cost to GWCCA of employing another firm to redo or complete the work required and the time which may be required to do so, and other factors which affect the value of GWCCA of the work performed at the time of termination.

C. For Convenience:

If GWCCA requires termination of the Agreement for reasons other than unsatisfactory performance or default of the Consultant, GWCCA will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the state of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Consultant will be paid for work satisfactorily performed.

PARA #116 QUALIFICATIONS AND PROFESSIONAL STANDARDS:

In performance of services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions and like circumstances.

The Consultant shall use the members of its professional staff presented to GWCCA at the time of contract negotiations unless changes to the Consultant's staff are approved in writing by GWCCA. The Consultant shall endorse all work performed under this Agreement.

PARA #117 ACCURACY OF WORK:

The Consultant shall be responsible for the accuracy of the Project work and shall promptly correct its errors and omissions without additional compensation from GWCCA. Acceptance of the work by GWCCA will not relieve the Consultant of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or for the costs associated with any additional work, which may include construction costs caused by negligent errors in, or negligent omissions from, the plans prepared by the Consultant.

At any time during the construction of the Project provided for by the plans or during any phase of work performed by others based on data secured by the Consultant under this Agreement, the Consultant shall confer with GWCCA for the purpose of interpreting the information obtained and to correct any errors or omissions. These consultations, clarifications, or corrections shall be made without added compensation to the Consultant other than what has been provided for under the terms of this Agreement. The Consultant shall give immediate attention to these changes so there will be minimum delay to others.

PARA #118 QUALITY ASSURANCE:

The Consultant shall be required at all times to provide Quality Control/Quality Assurance for all work performed under this Agreement to the extent possible under a task order arrangement, including work produced by sub-consultants. . GWCCA reserves the right to inspect at any time all reports, data, and records pertaining to the Quality Assurance/Quality Control review processes in place for services provided under the Agreement.

- A. Quality Control (QC) is defined as the operational activities put in place to control the quality of a product or service. These include such activities as providing clear decisions and directions, constant supervision by experienced individuals, immediate review of completed activities for accuracy and completeness, and accurate documentation of all decisions, assumptions, and recommendations. Quality control procedures, if followed, should ensure that the work is done correctly the first time. The consultant shall utilize his own established procedures for QC and will provide a written narrative within the deliverable describing the process utilized (peer review, etc).

- B. Quality Assurance (QA) is defined as the certainty that products and services meet the requirements for quality. The objective of quality assurance is the continual improvement of the total delivery process to enhance quality, productivity, and customer satisfaction. Essentially, QA is what the project manager does to confirm that a QC program is effective and provides feedback upon which further development of the QC program can be made. When quality assurance is well-implemented, progressive improvement in terms of both reducing errors and omissions and increasing product usability and performance should be noted. The consultant shall utilize his own company established procedures for QA. It is understood that this contract is an indefinite delivery/indefinite quantity and that the work will be contracted and executed by phases. The QA and QC assurances can only be provided within the specific scope and timeline within that task order itself.

PARA #119 PROJECT MANAGEMENT:

GWCCA shall identify a Project Manager who shall act as and be GWCCA's representative between GWCCA and the Consultant. The Consultant shall identify a Project Manager who shall act as and be the Consultant's representative between GWCCA and the Consultant. If replacements and/or additions are requested for the Consultant staff, the Consultant shall communicate the needed changes in writing to GWCCA. Persons selected by the Consultant for replacement or addition shall possess comparable qualifications to those professionals identified in the Consultant's Statement of Qualifications (SOQ) and/or project proposal. If the proposed replacement or addition is not acceptable to GWCCA and the Consultant fails to provide an acceptable person, then the Consultant shall be considered in default and GWCCA shall have the right to terminate this Agreement without liability.

PARA #121 COVENANTS AGAINST CONTINGENT FEES:

The Consultant shall comply with the relevant requirements of all federal, state and local laws in effect as of the date hereof. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

PARA #123 REVIEW OF WORK:

Authorized representatives of the Authority, or other appropriate entities, may at all reasonable times have access to review and inspect the Project activities and data collected under the terms of this Agreement are works made for hire commissioned by GWCCA and any amendments thereto. All books, documents, plans, papers, records, reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the Consultant under the terms of this Agreement, shall be available to authorized representatives of the Authority for inspection and review at all reasonable times in the offices of the Authority or the office of the Consultant as determined by the Authority. Acceptance by the Authority shall not relieve the Consultant of its professional obligation to correct, at its expense, any of its errors in the work. The Consultant shall incorporate the Authority's review recommendations into the product.

PARA #124 AUTHORIZATION AND APPROVAL:

The Consultant shall not commence work under this Agreement until a Notice to Proceed (NTP) has been issued by GWCCA. Such notice shall provide an effective date for the start of Consultant services. No services shall be compensated by GWCCA prior to the effective date of the Notice to Proceed.

This Agreement may be extended or continued in force by mutual consent of the Parties; however, such extension or continuance shall not be valid without a written Supplemental Agreement addressing such extension or continuance being written and approved by GWCCA.

The Consultant shall complete all work as described in **Exhibit A, Scope of Services** in accordance with the project schedule approved by GWCCA. The work shall be carried out expeditiously and in accordance with the Project Schedule, which will be attached to Task Orders as issued. It is understood, however, that this agreement may be extended or continued in force by mutual consent of the parties and evidenced in written contract hereto.

PARA #125 SUBSTANTIAL CHANGES:

If, prior to the satisfactory completion of the services under this Agreement, the Consultant deems that the Authority materially changed the scope, character, complexity or duration of the services from those required under the basic Agreement, the Consultant shall notify the Authority in writing within two weeks of such change and request a Supplemental Agreement.

Upon approval by the Authority, a Supplemental Agreement may be executed between the parties, it being acknowledged by the parties that the Authority will make the final determination if a Supplemental Agreement is necessary. Such Supplemental Agreement must be initiated by GWCCA. It is acknowledged by the Authority and the Consultant that minor changes in the proposal which do not involve increased compensation, extension of the term of the Agreement, or changes in the goals and objectives of the Project may be made by written notification of such change by either the Authority or the Consultant with written approval by the other party through their respective authorized representatives.

PARA #126 SUPPLEMENTAL AGREEMENTS:

Adjustments of compensation and contract time because of any major changes in the work that may be necessary or desirable as the work progresses will be subject to mutual agreement of the Parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the Parties in accordance herewith.

PARA #127 TIME EXTENSIONS:

The established Agreement Termination date shall not be extended because of any delays attributable to the Consultant, but may be extended by GWCCA in the event of a delay attributable to GWCCA or because of unavoidable delays caused by force majeure or governmental actions or other conditions beyond the control of the Consultant.

In the event time for performance of the scheduled Project services expires and the Consultant has not requested or if GWCCA has denied an extension of the Project Schedule completion date, partial progress payments will be stopped on the date the Agreement terminates. No payment shall be made for work performed after the expiration of the Project Schedule completion date except where a time extension has been executed by both parties.

It is the responsibility of the Consultant to ensure at all times that sufficient time remains in the Agreement within which to complete the services on the Project. In the event there have been delays which would affect the Project completion date, the Consultant will submit a written request to the Authority which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Authority will review the request and make a determination as to granting all or part of the requested extension. If such request is approved, GWCCA will enter into a Supplemental Agreement with the Consultant.

PARA #128 CHANGES IN CONSULTANT ORGANIZATION:

The Consultant shall notify GWCCA in writing within thirty (30) business days upon the Consultant taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in corporate governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact

GWCCA, including payments to the Consultant, and Consultant shall identify how these impacts to GWCCA will be mitigated, which shall be concurred with by GWCCA.

In the event of the death of any member, partner or officer of the Consultant or any of its supervisory personnel assigned to the Project, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by GWCCA. This subsection shall not be a bar to renegotiating of the Agreement between the surviving members of the Consultant and GWCCA, if GWCCA so chooses.

PARA #129 OWNERSHIP OF DOCUMENTS:

The Consultant agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it for the Project under the terms of this Agreement is and shall remain the property of the Authority, without the taking of any further or additional action by the Authority, and shall be delivered to the Authority upon demand. The Authority shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this Agreement. Any use of these documents by the Authority on any project other than the Project which is the subject of this Agreement shall be done without warranty by the Consultant.

PARA #130 PUBLICATION AND PUBLICITY:

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the Authority.

It is further agreed that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Authority or the State of Georgia. This publication does not constitute a standard, specification or regulation."

It is further agreed that if any information concerning the Project, its conduct, results or data gathered or processed should be released by the Consultant without prior approval from the Authority, the release of the same shall constitute grounds for termination of this Agreement without indemnity to the Consultant; but should any such information be released by the Authority, or by the Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restriction of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. or other applicable law, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the Consultant, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the Consultant in the performance of a service or function for or on behalf of the Authority, including records of sub-consultants or sub-consultants shall be required to be released pursuant to provisions of the Act. Further, the Consultant agrees to consult with the Authority prior to releasing the requested documents.

PARA #131 COPYRIGHTING:

The Consultant and the Authority agree that any papers, interim reports, forms, and other material which are a part of work under this Agreement are to be deemed a "work made for hire", as such term is defined in the Copyright Laws of the United States. As a "work made for hire", all copyright interests in said works will vest in the Authority upon creation of the copyrightable work. If any papers, interim reports, forms, or other material which are a part of work under this Agreement are deemed by law not to be a "work made for hire", any copyright interests of the Consultant are hereby assigned completely and solely to the Authority. Publication rights to any works produced under this Agreement are reserved by the Authority.

PARA #132 PATENT RIGHTS:

The Consultant agrees to and does hereby grant to the Authority, an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition according to law of any article or material and in use of any method that may be developed as a part of the work under this Agreement.

PARA #133 HEADINGS:

Headings set forth herein are for the convenience of the parties only and are not a part of this Agreement.

PARA #134 SEVERABILITY:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be adversely affected.

PARA #135 FORCE MAJEURE:

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, terrorist acts, riots, wars, acts of governmental entities preventing performance, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

PARA #136 THIRD PARTY BENEFICIARY:

The Consultant acknowledges, stipulates and agrees that the Authority is a public instrumentality of the State of Georgia performing an essential public and governmental function by means of the Agreement. The Consultant acknowledges, stipulates and agrees that there is no individual or personal third party beneficiaries of this Agreement.

PARA #137 SAFETY AND PROTECTION OF PERSON AND GENERAL PUBLIC:

The Consultant shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees performing the work and other persons, including without limitations the General Public, who may be affected thereby.

SECTION II COMPENSATION AND PAYMENT:

PARA #201 MAXIMUM COMPENSATION:

This is an Indefinite Delivery, Indefinite Quantity Agreement. The minimum amount that may be assigned to all Project Task Orders cumulatively under the terms of this Agreement is One Hundred Twenty Five Thousand, Eight Hundred and Two dollars (\$125,802.00). The maximum that may be assigned to all Project Task Orders cumulatively under the terms of this Agreement is One Million, Two Hundred Fourteen Thousand, Three Hundred and Sixty Seven dollars (\$1,214,367.00). The aggregate compensation to the Consultant under this Agreement, including any Task Orders executed under this Agreement shall be subject to the terms and conditions of this Agreement and shall not exceed (\$1,214,367.00).

PARA #202 COMPENSATION METHODOLOGY:

The Parties agree that compensation and payment shall be made using the following method on each Task Order, as follows:

A. FIRM, FIXED PRICE METHOD

1. Compensation

When using the firm, fixed price method (lump sum), the Parties agree that compensation and payment for full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, will be paid to the Consultant for each Project Task Order. The firm, fixed price amount for a Project Task Order shall be based on estimated staff hours, direct labor rates, direct expenses, an

overhead rate, and sub-consultant costs. The firm, fixed price amount for each Project Task Order shall not be exceeded unless the Authority determines that there is a substantial change in scope, character, or complexity of the service from those originally negotiated for the Project Task Order. It is also likely that some task orders will require a high degree of flexibility and thus would utilize a time spent (hourly) type of compensation. For these task orders, both parties would agree in advance to utilize a time spent methodology whereby Heery would invoice for Steve White at a fixed billing rate of \$250 per hour and for Ricky Davis, a fixed billing rate of \$140 per hour. All others would be invoiced at a 2.4 times raw salary multiplier. A Not To Exceed (NTE) cap would be established which becomes the maximum amount of labor compensation for that task order and cannot be exceeded without prior written authorization. The cap cannot be modified unless there is a material change of scope or schedule that requires more man-hours.

Reimbursables such as printing, copying, software, parking, etc will be passed on at actual cost, and each task order will contain an estimate for these. These costs will be included within the task order maximum amount, and the budget estimate for these costs cannot be changed without prior written authorization.

Timesheets and all required backup will be provided with each invoice and are fully auditable.

2. Payment

The Consultant shall be paid by GWCCA for completed work and services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and equipment necessary to complete the work specified in **EXHIBIT A, SCOPE OF SERVICES**. The Consultant shall conform to all applicable portions of 48 CFR Part 31. Payment to the Consultant will be made upon receipt and approval of invoices submitted as specified.

3. Final Payment

Upon completion, delivery and acceptance of all work contemplated under each Project Task Order, including the receipt of all plans, specifications, reports, studies, notes, electronic data, and other related documents which are required to be furnished by the Consultant, the Consultant shall submit only one final invoice statement for the balance of the earned compensation. At such time, payment of 100% of the amounts earned, less the total of all previous payments, shall be paid by the Authority to the Consultant.

The Consultant agrees that acceptance of this final payment for each Project Task Order shall be in full and final settlement of all claims arising against the Authority for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the Authority from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

PARA #204 WITHHELD AMOUNTS:

Except for issues arising from contract indemnification provisions, GWCCA will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owed GWCCA by the Consultant. GWCCA may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement as of the time of processing the invoice or as of the time payment is made on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, GWCCA will have the right to retain an amount equal to the damages suffered as a result of the default.

PARA #205 RECORDS RETENTION:

The Consultant and any sub-consultants shall keep available for inspection and maintain all books, documents, papers, accounting records, and evidence pertaining to costs incurred on the Project and make available at all reasonable times to GWCCA and any reviewing agencies, for a period of five (5) years after receipt of final payment, with the following exception.

If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the five-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed. Records shall be made available upon request to GWCCA at all times during the term of this Agreement. Copies of these documents and records will be furnished to GWCCA upon request and may be audited by GWCCA representatives.

SECTION III COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

PARA #301 GOVERNING LAW:

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the Superior Court of Fulton County, State of Georgia. **[O.C.G.A. § 10-9-11]** The foregoing provisions shall not be construed as waiving immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Authority.

PARA #302 COMPLIANCE WITH APPLICABLE LAW:

The Consultant agrees that all work done as part of this Agreement will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations. The Consultant understands that the following items specifically apply to this Agreement, but do not exclude any other applicable federal or state laws or requirements:

- A.** Provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

- B.** Provisions of Section 50-24-1 through Section 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" has been complied with in full, as stated in **APPENDIX C, DRUG-FREE WORKPLACE CERTIFICATION.**

- C.** It complies with the Illegal Immigration Reform and Enforcement Act of 2011 as it amends Article 3 of Chapter 10 of Title 13 of the Official Code of Georgia Annotated which requires that a public employer shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in the federal work authorization program and provides a signed, notarized affidavit from the Contractor as required in **Appendix X Georgia Security and Immigration Compliance Act Affidavit.**

SECTION IV:

PARA #401 EXHIBIT AND APPENDIX INCLUSION:

The Parties acknowledge that any documents listed in this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein. The Parties understand that this Agreement constitutes the entire understanding of the Parties. In the event that there are inconsistencies between any of the terms in this Agreement, then that term which imposes the highest level of obligation upon the Consultant shall govern.

This Agreement includes Exhibits and Appendices as listed below, which are hereto attached and incorporated herein by reference:

Exhibit A	Scope of Services
Exhibit B	Consultant's Cost Proposal
Exhibit C	Project Schedule
Appendix A	Certification of the Authority
Appendix B	Certification of the Consultant
Appendix C	Certification of Drug Free Workplace
Appendix F	Georgia Security and Immigration Compliance Act Affidavit

PARA #402 ENTIRE UNDERSTANDING:

This Agreement, together with the Exhibits, Appendices and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Agreement. No other understanding, oral or written regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written:

AUTHORITY

CONSULTANT



Frank Poe, Executive Director (SEAL)



Richard B. Driggs, President

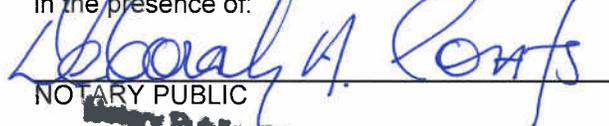


Witness

ATTEST

Signed, Sealed & Delivered

This 8th Day of August, 2013
in the presence of:

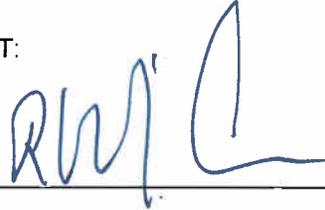


NOTARY PUBLIC

Notary Public, Clayton County, Georgia
My Commission Expires 08/28/2014

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:



58-0827945

FEDERAL EMPLOYEE TAX NO.

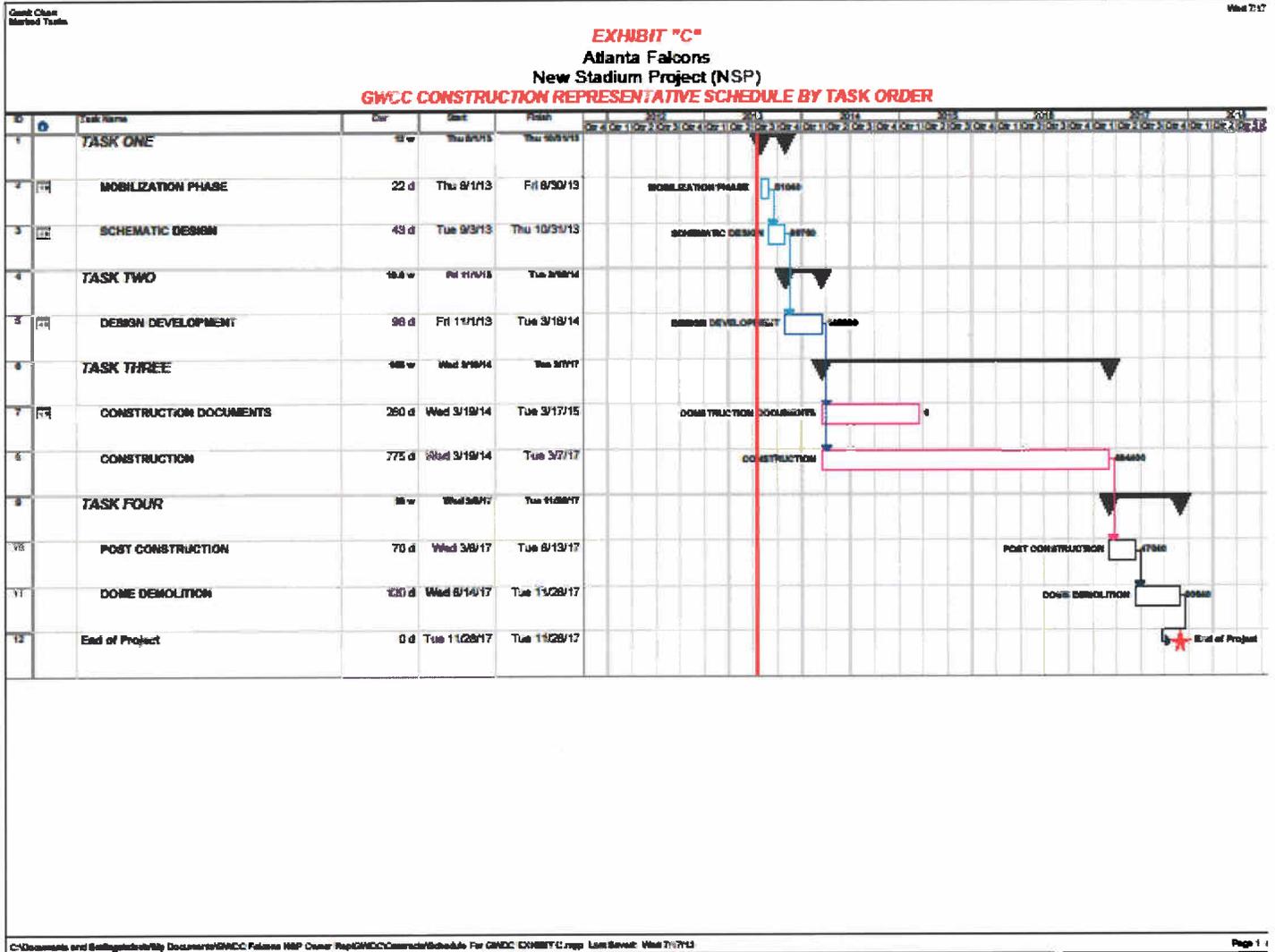
EXHIBIT B
CONSULTANT'S COST PROPOSAL

17-Jul-13

EXHIBIT "B"

TASK NO.	PROJECT PHASE/TASK #	OPTION A			OPTION B			OPTION C		
		Rick %	Steve %	TOTAL	Rick %	Steve %	TOTAL	Rick %	Steve %	TOTAL
ONE	Mobilization	100	100	\$ 68,640	100	40	42,657	100	60	51,040
	Schematic Design	100	100	\$ 134,160	100	40	83,145	100	60	99,760
	SUBTOTAL NTE TASK ONE			\$ 202,800			\$ 125,802			\$ 150,800
TWO	Design Development	100	60	\$ 227,360	100	40	189,185	100	20	148,960
	SUBTOTAL NTE TASK TWO			\$ 227,360			\$ 189,185			\$ 148,960
THREE	Construction Documents	60	N/A	INCL	100	N/A	INCL	80	0	INCL
	Construction	60	N/A	\$ 520,800	100	N/A	813,540	80	0	694,400
	SUBTOTAL NTE TASK THREE			\$ 520,800			\$ 813,540			\$ 694,400
FOUR	Post Construction	60	N/A	\$ 47,040	40	N/A	31,640	60	0	47,040
	Dome Demolition	60	N/A	\$ 80,640	40	N/A	54,200	60	0	80,640
	SUBTOTAL NTE TASK FOUR			\$ 127,680			\$ 85,840			\$ 127,680
		6926 hours			8245 hours			7645 hours		
GRAND TOTAL		\$ 1,078,640			\$ 1,214,367			\$ 1,121,840		

EXHIBIT C PROJECT SCHEDULE



APPENDIX A

**CERTIFICATION OF AUTHORITY OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Executive Director of the Authority of the State of Georgia, and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- A. Employ or retain, or agree to employ or retain, any firm or person, or
- B. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as here expressly stated (if any).

Signature

APPENDIX B

CERTIFICATION OF CONSULTANT

I hereby certify that I am the VICE PRESIDENTS and authorized representative of the firm of Heery International, inc., whose address is 999 Peachtree Street Atlanta, Ga 30309-3953 and that neither I nor the above firm I hereby represent has:

- A. Employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- C. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

AUG 6 2013
Date

Glenn M. Jardine
Signature of Authorized Representative
GLENN M. JARDINE
Type or Print Name

APPENDIX C

CERTIFICATION OF CONSULTANT
DRUG FREE WORKPLACE

I hereby certify that I am the VICE PRESIDENT and authorized representative of the firm of Heery International, Inc., whose address is 999 Peachtree Street Atlanta, Ga 30309-3953 and it is also certified that:

- A. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- B. A drug-free workplace will be provided for the Consultant's employees during the performance of the Agreement; and
- C. Each sub-consultant hired by the Consultant shall be required to ensure that the sub-consultant's employees are provided a drug-free workplace. The Consultant shall secure from that sub-consultant the following written certification: "As part of the subcontracting agreement with "Primary Consultant", the "Subconsultant" certifies that a drug-free workplace will be provided for the sub-consultant's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- D. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

AUG 6 2013
Date

Glenn M. Jardine
Signature of Authorized Representative
GLENN M. JARDINE
Type or Print Name

APPENDIX F

CONSULTANT CERTIFICATION FOR PROMPT PAYMENT OF SUBCONSULTANTS

Along with each request for progress payments, the Consultant shall furnish the following certification, or payment will not be made.

I hereby certify, to the best of my knowledge and belief, that:

- A. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Agreement;
- B. All payments due to sub-consultant(s) for satisfactory performance of their contract from previous payments received under the contract between GWCCA and the Consultant have been made, and it is agreed that payments will be made within ten (10) calendar days from the proceeds of the payment covered by this certification to the sub-consultant(s).
- C. This request for progress payments does not include any amounts which the prime consultant intends to withhold or retain from a sub-consultant in accordance with the terms and conditions of the subcontract; and
- D. This certification is not to be construed as final acceptance of a sub-consultant's performance.

HEERY INTERNATIONAL, INC
(Company Name)

GLENN M. JARDINE SR. VICE PRESIDENT
(Name and Title of Company Representative)

AUG 6 2013
(Date)

**APPENDIX F
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Agreement No. and Name: Master Consulting Agreement #NSP-2 Owner's Representation, New Stadium Project

Consultant's Name: Heery International, Inc.

**STATE OF GEORGIA
CONSULTANT AFFIDAVIT**

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

The undersigned Consultant further agrees that it will continue to use the federal work authorization program throughout the contract period and, should it employ or contract with any subconsultant(s) in connection with the physical performance of services pursuant to this contract with the Georgia World Congress Center Authority, Consultant will secure from such subconsultant(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subconsultant Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Consultant further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia World Congress Center Authority at the time the subconsultant(s) is retained to perform such service.

_____122332_____
EEV / E-Verify™ User Identification Number

 AUG 3/29/12
Date of Authorization

Glenn M. Jardine
BY: Authorized Officer or Agent
(Consultant Name)

_____ AUG 6 2013 _____
Date

SR. VICE PRESIDENT
Title of Authorized Officer or Agent of Consultant

GLENN M. JARDINE
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

 14 DAY OF AUGUST , 201 3
Deborah A. Coats
Notary Public

[NOTARY SEAL]



My Commission Expires: Notary Public, Clayton County, Georgia
 My Commission Expires April 26, 2014

*or any subsequent replacement operated by the United States Authority of Homeland Security or any equivalent federal work authorization program operated by the United States Authority of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

CERTIFICATE

The undersigned hereby certifies that I hold the position of Secretary or Assistant Secretary, as stated below my signature, of the Geo. L. Smith II Georgia World Congress Center Authority and that the Resolution a true and correct copy of which is attached to this Certificate was duly adopted by the Board of Governors of the Authority at and in a public meeting duly scheduled and for which all public notices required by law were given.

Dated: July 30, 2013



Dale Aiken, Assistant Secretary

{Authority Seal}