

INDEFINITE QUANTITY CONSTRUCTION CONTRACT

IFB NUMBER: GA-040820 – State of Georgia

GEOGRAPHIC AREA: State of Georgia, Northern Georgia Area

This Contract dated April 20, 2020, by and between Sourcewell (Formerly NJPA) and Albion Scaccia Enterprises, LLC at the following address, 8601 Dunwoody Pl, Building 300, Suite 330, Sandy Springs, GA 30350 hereinafter referred to as the CONTRACTOR.

WITNESSETH: Sourcewell and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Contract; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC); Book 4 - Technical Specifications) and Addenda thereto; all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Purchase Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by a Sourcewell Member in connection with any Project, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to a Sourcewell Member, provide notification to Sourcewell or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Purchase Order in accordance with the procedures for developing Purchase Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Purchase Order developed in accordance with this Contract will be issued by an individual Sourcewell Member. The Purchase Order will require the Contractor to perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price.
- A. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE CONTRACT PRICE

- A. This Contract is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Contract is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY SOURCEWELL:

- a. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1757.

(Specify to four (4) decimal places)

- b. **Other Than Normal Working Hours – Non Secure Areas :** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1811.

(Specify to four (4) decimal places)

- c. **Normal Working Hours – Secure Areas:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2892.

(Specify to four (4) decimal places)

- d. **Other Than Normal Working Hours – Secure Areas:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.3108.

(Specify to four (4) decimal places)

- e. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2973.

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE CONTRACT

- A. This Contract has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed two (4) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original two-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Contract at any time.
- B. All Purchase Orders issued during a term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Contract apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary ezIQCC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary

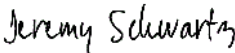
Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcwell or a Sourcwell Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

By:

Sourcwell

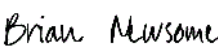
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Authorized Signature

Jeremy Schwartz- Director of Operations & Procurement/CPO

 Print Name

Contractor

DocuSigned by:

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Authorized Signature

Brian Newsome

 Print Name

**INDEFINITE QUANTITY CONSTRUCTION CONTRACT
STATE OF GEORGIA
AMENDMENT TO CONTRACT # GA-A06-040820-ALB**

THIS AMENDMENT is by and between **Sourcewell** and **Albion General Contractors, Inc.** (Contractor) and will be effective as of the date of the last signature below.

Sourcewell awarded a contract to Albion-Scaccia Enterprises, LLC, to provide Indefinite Quantity Construction Contracting Services to Participating Entities within the State of Georgia (Contract).

On October 8, 2020, Albion-Scaccia Enterprises, LLC, converted its name with the Georgia Secretary of State (the certificate is attached and incorporated into this Amendment). The name of the company was converted from Albion-Scaccia Enterprises, LLC, to Albion General Contractors, Inc. The parties have agreed to amend the Contract to make this change.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 8/19/2021 | 12:52 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 8/19/2021 | 12:55 PM CDT

Albion General Contractors, Inc.

DocuSigned by:
By: Brian Newsome
Brian Newsome

Title: CEO

Date: 8/19/2021 | 10:20 AM PDT

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

CERTIFICATE OF CONVERSION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that articles of conversion have been filed on **10/06/2020** converting

ALBION - SCACCIA ENTERPRISES, LLC
a Domestic Limited Liability Company
to
Albion General Contractors, Inc.
a Domestic Profit Corporation

The required fees as provided by Title 14 of the Official Code of Georgia Annotated have been paid.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/08/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

SECRETARY OF STATE
CORPORATIONS DIVISION
10/08/2020 12:05 PM

**STATE OF GEORGIA
CERTIFICATE OF CONVERSION
FROM A
LIMITED LIABILITY COMPANY
TO A CORPORATION**

The undersigned, being an officer of **Albion - Scaccia Enterprises, LLC**, a Georgia limited liability company (the "Company"), pursuant to Section 14-2-1109.2 of the Georgia Business Corporation Code (the "GBCC") hereby certifies as follows to effect the conversion of the Company into a Georgia corporation:

1. The name of the Company is Albion - Scaccia Enterprises, LLC
2. The Company was formed as a Georgia limited liability company.
3. The Company hereby elects to become a Georgia corporation (the "Conversion").
4. The name of the Company after it is converted into a Georgia corporation shall be **Albion General Contractors, Inc.**
5. The effective date and time of the Conversion shall be the date and time of the filing of this Certificate of Conversion.
6. The Conversion has been approved as required by Section 14-2-1109.2(a) of the GBCC.
7. Filed with this Certificate of Conversion are Articles of Incorporation (a) that are in the form required by Section 14-2-202 of the GBCC, (b) that set forth a name for the corporation formed hereby that satisfies the requirements of Section 14-2-401 of the GBCC and (c) that shall be the Articles of Incorporation of the corporation formed pursuant to this Certificate of Conversion unless and until modified in accordance with the GBCC.
8. Prior to the filing of this Certificate of Conversion, Kimberly Newsome holds 51% of the outstanding membership interests of the Company and Brian Newsome holds 49% of the outstanding membership interests of the Company. Upon the filing of this Certificate of Conversion, in exchange for their membership interests, automatically and without further action, Kimberly Newsome shall hold 510,000 shares of the Class A Common Stock and Brian Newsome shall hold 490,000 shares of the Class A Common Stock of the corporation formed pursuant to this Certificate of Conversion.

IN WITNESS WHEREOF, the undersigned, being duly authorized to sign on behalf of the Company, has executed this Certificate of Conversion on the 30th day of September, 2020.

By: 
Name: Brian Newsome
Title: Member and Secretary

ARTICLES OF INCORPORATION
OF
ALBION GENERAL CONTRACTORS, INC.
A GEORGIA CORPORATION

ARTICLE I
NAME

The name of the Corporation is Albion General Contractors, Inc.

ARTICLE II
PURPOSES AND POWERS

The purposes for which the Corporation is organized are to engage in any business not prohibited by law or required to be stated in the Articles of Incorporation. Without limitation by virtue of the preceding sentence, the Corporation has the power to do all things necessary or convenient to carry out its business and affairs.

ARTICLE III
AUTHORIZED SHARES

The Corporation has authority to issue Two Million (2,000,000) shares of Common Stock, no par value per share, of which One Million Five Hundred Thousand (1,500,000) shares will be Class A Common Stock and Five Hundred Thousand (500,000) shares will be Class B Common Stock.

ARTICLE IV
RIGHTS OF SHARES

The Class A Common Stock and the Class B Common Stock shall be identical except that the Class B Common Stock shall have no voting rights. The Class A Common Stock have unlimited voting rights, with each share of Class A Common Stock having one vote. Shareholders do not have the right to cumulate their votes in elections of directors. The Class A Common Stock and the Class B Common Stock are entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V
REGISTERED OFFICE

The street address of the registered office is 8601 Dunwoody Place, Building 300, Suite 330, Sandy Springs, GA 30350, and the Corporation's registered agent at such office is Brian Newsome. The county of the registered office is Fulton.

ARTICLE VI
INCORPORATOR

The name and address of the sole incorporator is:
Emily Horn
1600 Parkwood Circle, Suite 400
Atlanta, Georgia 30339

ARTICLE VII
NO PREEMPTIVE RIGHTS

The shareholders of the Corporation have no preemptive right to acquire proportional amounts of the Corporation's unissued shares upon the decision of the Board of Directors to issue them.

ARTICLE VIII
SHAREHOLDER ACTION WITHOUT MEETING

Any action required or permitted under the Georgia Business Corporation Code to be taken at a meeting of shareholders may be taken by written consent of the shareholders without a meeting and without prior notice, so long as the Corporation is not a public corporation at the time. The action may be taken by shareholders who would be entitled to vote on the action at a shareholders' meeting and who have voting power to cast at least the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote thereon were present and voted. The action shall be taken in accordance with the provisions, including any applicable notice requirements, of Section 14-2-704 of the Georgia Business Corporation Code or successor section, as amended.

ARTICLE IX
INDEMNIFICATION

The Corporation shall defend and indemnify each director and officer of the Corporation against any liability or reasonable expense incurred with respect to any proceeding to which the director or officer is a party by reason of being a director or officer of the Corporation, or because of acts or omissions in the director or officer's official capacity to the fullest extent permissible under the Georgia Business Corporation Code. The Corporation shall not indemnify a director or officer, however, in connection with a proceeding by or in the right of the Corporation in which the director or officer is adjudged liable to the Corporation or in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in official capacity, in which the director or officer is adjudged liable on the basis that personal benefit was improperly received by the director or officer, or if otherwise prohibited by law. The Corporation shall advance the reasonable expenses incurred by a director or officer of the Corporation to the extent such advances are permitted by and in accordance with the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code.

ARTICLE X
LIMITATION OF LIABILITY

In any proceeding brought by or in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, the officers or directors of the Corporation shall have no liability for monetary damages, except in cases in which the officer or director engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities law.

ARTICLE XI
DURATION

The duration of the Corporation is perpetual.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

These Articles of Incorporation were adopted by unanimous written consent of the Corporation's Board of Directors and its shareholders on September 30, 2020.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 6th day of October 2020.

Emily Horn

Emily Horn, Incorporator

10-5-2020

Date



Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.ga.gov

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SECRETARY OF STATE
INTAKE DIVISION
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**TRANSMITTAL INFORMATION FORM
GEORGIA CORPORATION**

IMPORTANT: Please provide the entity's primary email address when completing this form.

Primary Email Address: smayo@taylorenghish.com

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. Corporation Type (check one only): Profit Nonprofit Professional

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

Albion General Contractors, Inc.

Corporate Name (List exactly as it appears in articles of incorporation.)

2. Shane Mayo, Paralegal, Taylor English Duma LLP

Name* of Person Filing Articles of Incorporation (Certificate will be mailed to this person at email address listed below.)

1600 Parkwood Circle; Suite 200

Atlanta

GA

30339

Address

City

State

Zip Code

smayo@taylorenghish.com

Filer's Email Address

(770) 434-6868

Telephone Number

3. Brian T. Newsome

Name* of Registered Agent in Georgia

8601 Dunwoody Place; Bldg 300; Suite 330

Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.)

Sandy Springs

Fulton

GA

30350

City

County

State

Zip Code

bnewsome@albiongc.com

Registered Agent's Email Address

4. Initial Annual Registration: A Georgia corporation incorporated between January 1 - October 1 must file its initial annual registration with the Secretary of State within 90 days after the day its articles of incorporation are filed with the Secretary of State; a Georgia corporation incorporated between October 2 - December 31 must file its initial annual registration with the Secretary of State between January 1 and April 1 of the year next succeeding the calendar year of its incorporation.

5. Mail the following items to the Secretary of State at the above address:

- (1) This Transmittal Information Form;
- (2) The Articles of Incorporation; and
- (3) Filing fee of \$110.00 (\$100 filing fee + \$10 paper filing service charge) payable to Secretary of State. Filing fees are non-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The clerk of superior court can advise you of the official organ in a particular county.) I understand that this Transmittal Information Form is included as part of my filing, and the information on this form will be entered in the Secretary of State business entity database. I certify that the above information is true and correct to the best of my knowledge.

Emily Stuart Horn

Signature of Authorized Person

September 30, 2020

Date

Emily Stuart Horn

Print Name*

* Enter individual's legal name, i.e. first and last name without use of initials or nicknames. Middle names or initials may be included.

CONTRACT MODIFICATION

made by and between

**Albion General Contractors, Inc.
8601 Dunwoody Pl
Sandy Springs, GA 30350
("Contractor")**

and

**Sourcewell
202 12th Street NE, PO Box 219
Staples, MN 56479**

Contractor and Sourcewell have entered into an Indefinite Quantity Construction Contract, Contract Number: **GA-A06-040820-ALB**, with an effective date of April 20, 2020, an initial term of one year, and three (3) bilateral options to extend the term for an additional term. The parties have previously exercised the first bilateral option extending the Contract through April 19, 2022.

Under the Contract terms, a new Construction Task Catalog® is to be furnished on the anniversary of the solicitation to remain in effect for a twelve (12) month period. However, as a result of recent market conditions, the parties have agreed to modify the contract by the issuance of an interim Construction Task Catalog®, which will remain in effect until the earlier of the issuance of the next Construction Task Catalog® or contract expiration.

IN CONSIDERATION OF the mutual agreement described in this Modification, the parties agree as follows:

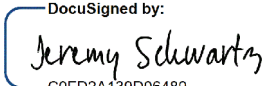
MODIFICATION:

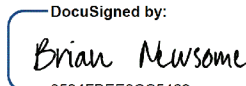
The following will be the interim Construction Task Catalog®, and will remain in effect until the earlier of the issuance of the next Construction Task Catalog® or contract expiration.

[May 2021: Sourcewell Georgia, Northern](#)

Sourcewell

Albion General Contractors, Inc. – GA-A06-040820-ALB

DocuSigned by:

By: _____
Jeremy Schwartz

DocuSigned by:

By: _____
Brian Newsome

Title: Chief Procurement Officer

Title: CEO

Date: 9/22/2021 | 11:08 AM CDT

Date: 9/22/2021 | 8:47 AM PDT