

MINUTES
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
AUTHORITY CONFERENCE ROOM
Tuesday, December 9, 2025
3:00 p.m.

The following fifteen out of fifteen Board members were in attendance:

Brian Daniel, Chair (Presiding)	Butch Miller
Doug Tollett, Vice Chair	Ben Garrett
Glenn Hicks	Maxine Burton
Dexter Warrior, Secretary	Aaron McWhorter
Omar Ali	Steve Adams
Rachel Little	Bill Russell
Natasha Bell (by Zoom)	Bill Rice by Zoom
Bill Jones	

Chair Brian Daniel called the meeting to order at 3:13 p.m.

A motion to approve the November 13, 2025 Board of Governors meeting minutes was made by Glenn Hicks, seconded by Doug Tollett, and unanimously was approved.

AUTHORITY BUSINESS

2025 OCTOBER FINANCIAL UPDATE

Rey Rodriguez presented to the Board on the 2025 October Financial Update.

2026 ACVB BUDGET

William Pate, Chief Executive Officer of the Atlanta Convention and Visitors Bureau, and Gregory Pierce, Chief Financial Officer of the Atlanta Convention and Visitors Bureau, presented on the 2026 Annual Business and Financial Plan and Long Term Strategic Plan.

A motion to approve the 2026 Annual Business and Financial Plan and Long Term Strategic Plan was made by Dexter Warrior, seconded by Bill Russell, and unanimously was approved.

RESOLUTION REGARDING BECK ARCHITECTURAL AIRSIDE MASTERPLAN AGREEMENT

Stacey Church, GWCCA Chief Operating Officer, and Pargen Robertson, GWCCA Chief Legal Officer, presented on a Resolution, a copy of which is attached as Exhibit A, regarding the Beck Architectural Airside Masterplan Agreement. A motion to approve the Resolution was made by Doug Tollett, seconded by Maxine Burton, and unanimously was approved.

NOMINATING COMMITTEE REPORT

Glenn Hicks delivered the report of the Nominating Committee.

A motion was made by Glenn Hicks, seconded by Omar Ali, and unanimously was approved to elect the following slate of officers for 2026:

<i>Brian Daniel</i>	<i>Chair</i>
<i>Doug Tollett</i>	<i>Vice Chair</i>
<i>Dexter Warrior</i>	<i>Secretary</i>
<i>Maxine Burton</i>	<i>Treasurer</i>

2026 BOG CALENDAR

A motion was made by Glenn Hicks, seconded by Steve Adams, and unanimously was approved to adopt the 2026 Board of Governors Meeting Calendar, a copy of which is attached hereto as Exhibit B.

RECOGNITION

Kevin Duvall, Chief Executive Officer, recognized Harriet Thomas, Jasmine Isom and Courtney Harris for their outstanding service to the Authority.

Chair Brian Daniel gave the traditional Chairman's Holiday Toast and adjourned the meeting at 4:50 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

James Pargen Robertson, Jr., Chief Legal Officer

Dexter Warrior, Secretary

EXHIBIT A

[insert Beck Resolution]

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING
AGREEMENT FOR AIR-SIDE HVAC EQUIPMENT REPLACEMENT AND
MODERNIZATION
WITH BECK ARCHITECTURE, LLC**

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, Centennial Olympic Park, 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, Centennial Olympic Park, 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, Centennial Olympic Park, 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 Section 14 of Article VII of the Authority’s Bylaws, except to the extent such authority is conferred upon the Chief Executive Officer 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; and

WHEREAS, pursuant to an award under RFP No. GWCC-0317-DP, BECK ARCHITECTURE, LLC seeks to furnish to the Authority air-side HVAC equipment replacement and modernization and related equipment and services, on a contract basis on terms and conditions agreed upon by the parties; and

WHEREAS, the Authority apprehends that contracting for such goods and services is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Chief Executive Officer 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 Chief Executive Officer 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.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Chief Executive Officer is authorized, though not required, to execute and deliver, in substantially similar form attached hereto as Exhibit A, but subject to the occurrence or satisfaction of any and all applicable contingencies, terms and conditions, an agreement for air-side HVAC equipment replacement and modernization and related equipment and services, but only so long as such agreement complies with applicable law and, in the judgment of the Chief Executive Officer, is consistent with the corporate purposes and mission of the Authority and the Authority's sound business practices.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to take any and all actions, to execute and deliver any and all documents, agreements, certificates and instruments and to take any and all steps deemed by the Chief Executive Officer to be necessary or desirable to consummate the execution of an agreement for such services and to carry out the purpose and intent of the foregoing resolution, and all actions heretofore taken in furtherance thereof are hereby ratified and confirmed in all respects.

ADOPTED this 9th day of December 2025.

Brian Daniel, Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Alisha King, Assistant Secretary

{Authority Seal}

EXHIBIT A

A form of the Agreement follows this page.
(28 pages)

**AGREEMENT FOR AIR-SIDE HVAC EQUIPMENT REPLACEMENT AND
MODERNIZATION BETWEEN
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
AND
BECK ARCHITECTURE GEORGIA, LLC**

THIS AGREEMENT is made and entered into as of the day of , 2025, by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY (the “Authority”), and BECK ARCHITECTURE GEORGIA, LLC, a Delaware limited liability company whose address is 3500 Lenox Road, Suite 250, Atlanta, Georgia 30326, and whose F.E.I. Number is (referred to as "Contractor").

WITNESSETH:

In consideration of the mutual agreements between the parties, the parties agree as follows:

1 ***SERVICES TO BE PROVIDED BY THE CONTRACTOR.*** Contractor shall provide professional architectural services identified in Exhibit “A” and made a part hereof for the Air-Side HVAC Equipment Replacement and Modernization (“Project”), and such additional services as Contractor and Authority may agree in writing, in strict compliance with the terms and conditions of this Agreement. All services provided by Contractor under this Agreement shall comply with the provisions contained herein. For clarity, Contractor is a professional architectural firm providing professional architectural services for the Project, and Contractor shall not provide labor, materials, or other construction services typically provided by a contractor. Any reference to Contractor shall not have the same meaning as “Contractor” as set forth in AIA Document A201—2017, General Conditions of the Contract for Construction, and shall not imply Contractor will provide labor, materials, or other construction services typically provided by a contractor.

1.1 ***INTENTIONALLY DELETED.***

1.2 ***NON-EXCLUSIVE RIGHTS.*** This Agreement is not exclusive. Authority reserves the right to select other contractors to provide services identical or similar to those services described in this Agreement.

1.3 ***PRIORITY OF CONTRACT PROVISIONS.*** Unless otherwise agreed to in writing by the parties, any contract terms or conditions included on Contractor's forms and invoices shall be null and void.

2 *COMPENSATION.*

2.1 For all services rendered by Contractor, the Authority shall pay Contractor those sums identified in Exhibit "B" attached hereto, which shall be invoiced by Contractor once per month following completed delivery of the services.

2.2 Contractor shall bill Authority on invoice forms with such additional forms as Authority may require. Contractor shall bill Authority and receive payment only for services authorized in this Agreement and only for services actually provided. Additional Compensation for phone consultation, planning, record keeping, collateral work and travel time is not allowed except as expressly authorized in advance in writing by Authority. Other than payment of the fees expressly identified herein, Authority will not be responsible to reimburse Contractor for any costs which Contractor incurs performing its duties under this Agreement. The Authority shall not be responsible to pay Contractor for any services other than those expressly identified herein.

2.3 Invoices which are complete in accordance with instructions issued by Authority received by Authority within five (5) calendar days after the end of the month shall be processed and paid no later than thirty (30) calendar days after the date invoiced. Those invoices received

later shall be processed and paid with the next month's invoices. Incomplete, incorrect, or disputed invoices shall be returned to Contractor for corrective action.

2.4 Contractor shall not charge or otherwise receive compensation from any third party, including any third party incidentally benefiting from or otherwise utilizing Contractor's services or any other work product under this Agreement. Rather, for services provided or work product generated under this Agreement Contractor shall receive only the Compensation identified in this Agreement, and nothing else from any source.

2.5 Payment under this Agreement is conditioned upon Contractor's compliance with all the terms of this Agreement. Payment may be deferred until such requirements are satisfied or may be reduced or denied if such requirements are not satisfied.

2.6 If Authority in good faith determines that Contractor has failed to perform services as required under this Agreement, then Contractor shall not be entitled to compensation under this Agreement for such non-compliant services unless and until such services conform to this Agreement; however, Contractor shall be entitled to receive payment for services performed in compliance with this Agreement. In the event of such failure, Authority may withhold that portion of Contractor's compensation which represents payment for non-conforming services. To the extent that Contractor's failure causes Authority to incur costs, Authority may deduct the amount of such incurred costs from any amounts otherwise payable to Contractor. Authority's right under this provision to deduct such incurred costs shall not in any way affect Authority's right to terminate this Agreement.

2.7 In the event that Contractor owes to Authority any sums, then Authority may set off the sums owed to Authority by Contractor.

3 **LIMITATION.** The monetary obligation of the Authority under this Agreement is limited to the Compensation identified in Article 2 and may not under any circumstances exceed those amounts.

4 **REPRESENTATIVES.** Contractor shall direct all matters regarding this Agreement to:

Erle Coleman
Director of Supply Chain Purchasing
Geo. L. Smith II Georgia World Congress Center Authority
285 Andrew Young International Boulevard
Atlanta, Georgia 30313

5 **CONTRACT PERIOD.** The period of this Agreement shall begin on November 1, 2025, and shall expire on June 30, 2026 (“Expiration Date”), provided that the parties may agree to extend the Expiration Date by written agreement.

6 **TERMINATION OF CONTRACT.** This Agreement may be terminated by the Authority with or without cause prior to the expiration of its term. Additionally, Contractor may terminate this Agreement at any time and without cause or penalty upon thirty (30) days’ prior written notice. If this Agreement is terminated prior to the expiration of its term, the Authority shall pay the Contractor pro rata only for services already provided.

7 **APPLICABLE STANDARDS.**

7.1 The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. The Contractor's services under this Agreement shall comply with all applicable laws, ordinances, rules, regulations,

licensure requirements, procedures and standards established by any federal, state or local government instrumentality.

7.2 In addition, Contractor shall comply with such additional standards governing services provided under this Agreement as may be established by the Authority.

8 *NONDISCRIMINATION.*

Contractor shall provide all services hereunder without discrimination, consistent with applicable law.

9 *LICENSES, STANDARDS AND QUALIFICATIONS.*

9.1 Contractor and each employee and independent contractor assigned by Contractor to this Agreement shall (1) meet applicable statutes and regulations, standards and policies of agencies governing the funding or approval of services provided under this Agreement and (2) shall hold all licenses, registrations, and other permits that are required by this Agreement or by law to be obtained by the Contractor for itself and for or by employees or independent contractors of Contractor engaged in the performance of services under this Agreement necessary for the performance of such services. Copies of such licenses, registrations, and permits shall be made available to the Authority upon request by the Authority.

9.2 Notwithstanding any reference in this Agreement to independent contractors of Contractor performing services under this Agreement, Contractor shall not be authorized to assign to the provision of services under this Agreement any independent contractor without the prior written approval of the Authority, which may be granted or withheld in the Authority's sole and absolute discretion. Contractor shall provide to the Authority written notice of (1) any notice

received by Contractor of any investigation, proposed disciplinary or other regulatory actions, or imposition of any disciplinary or other regulatory actions against Contractor in the performance of service under this Agreement or with respect to services rendered under any professional license or registration or permit held by Contractor; and (2) any claim, regardless of by whom made, of professional error or omission or the violation of this Agreement, with respect to any services under this Agreement; and (3) any information, indictment, or charge of the violation of the criminal laws of the United States or of any State against Contractor.

9.3 Contractor, its employees, subcontractors, and other agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation all such laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors and contractors. Contractor, its employees, subcontractors and other agents also comply with all applicable federal, state and local laws regarding business permits and licenses that may be required to carry out the services performed under this Agreement. Contractor and Contractor's employees, subcontractors and other agents shall also comply with all state and Authority policies and procedures in effect during Contractor's performance under this Agreement, including but not limited to Authority policies and procedures in respect of personnel conduct, security, safety, confidentiality, and ethics.

10 *INDEPENDENT CONTRACTOR RELATIONSHIP.*

10.1 Contractor is an independent contractor. Contractor is not a partner, joint venturer, agent or servant of the Authority.

10.2 This Agreement shall be binding upon Contractor.

11 *SOLE AGREEMENT.*

11.1 This Agreement constitutes the sole agreement among the parties relating to the subject matter described in this Agreement. No promises or representations, oral or written, not incorporated herein shall be binding upon the parties.

11.2 No modification of this Agreement will be effective unless such modification shall have been made in writing, signed by all parties, and designated as an amendment clearly referring to this document. To the extent that any provisions in Exhibit “A” are inconsistent with the terms and conditions in Articles 1 through 19 of this Agreement, the terms and conditions in Articles 1 through 19 of this Agreement shall control.

12 *GEORGIA LAW GOVERNS.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

13 *VENUE.* For the purposes of venue, all actions arising out of or in connection with this Agreement, other than those for which a federal court is the court of exclusive original jurisdiction, may be brought in the courts of Fulton County, Georgia, having subject matter jurisdiction.

14 *INSURANCE.* During the term of this Agreement, the Contractor shall procure and maintain the following insurance. Each contract of insurance shall designate the Contractor as named insureds and the Authority as additional insureds; shall provide that the policy will not be cancelled or non-renewed except upon thirty (30) days prior written notice to the Authority; and

shall be issued by an insurance company licensed to do business in the State of Georgia in such form as the Authority may approve.

14.1 Comprehensive Commercial General Liability Insurance, with contractual liability coverage, on an occurrence basis with minimum limits of liability of not less than Three Million Dollars (\$3,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the general aggregate.

14.2 Automobile Liability Insurance with minimum limits of liability of not less than Three Million Dollars (\$3,000,000.00) combined single limit per occurrence.

14.3 Workers' Compensation Insurance covering all persons employed, directly or indirectly, by Contractor in connection with any work or operations performed by Contractor in the Premises.

14.4 Contractor acknowledges that Contractor is not covered by the Authority's liability insurance program, the Authority's workers' compensation insurance coverage (for Contractor or any of Contractor's employees), any property damage insurance maintained by the Authority for its property, health insurance (for Contractor or any of Contractor's employees), or any other insurance or benefit program for Contractor, its employees, or its property.

15 ***INDEMNIFICATION***

15.1 Contractor's Indemnification Obligation. Contractor agrees to indemnify and hold harmless Authority, the State of Georgia, and all of Authority and State of Georgia's officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all

costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by their respective attorneys, but only to the extent caused by:

(i) Any intentional wrongful act or omission of Contractor or any employee or other entity over which Contractor exercises control;

(ii) Contractor's negligent performance of professional services under this Agreement;

(iii) Any failure by Contractor to comply with the standard of care regarding the requirements of Section 9.3 of this Agreement;

(iv) Any failure by Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees and costs required by Contractor to conduct business in the State of Georgia and the United States; or

(v) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right.

15.2 Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this Indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and laws of the State and the terms of the Fund, Contractor, for itself and its insurers, waives any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder.

15.3 Litigation and Settlements. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

16 RESERVED.

17 STATUTORY REPRESENTATION.

Contractor hereby certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

18 WARRANTIES

18.1 The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Contractor shall maintain orderly and appropriate progress in the performance of its services consistent with the provisions of Article 5. CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, REGARDING THE CONTRACTOR'S SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.

18.2 Intentionally deleted.

18.3 Intentionally deleted.

18.4 Originality and Title to Concepts. Contractor represents and warrants that all the concepts and services produced pursuant to the terms of this Agreement or provided to Authority

pursuant to the terms of this Agreement (the “Work”), including but not limited to the physical embodiment of the Work, the design of the Work, copyrights to the appearance of the Work, all models and renderings of the Work, and all material without limitation covered by payments under this Agreement (all collectively referred to herein as the “Work Product”), shall be shall be considered “work for hire” and is the property of Authority, notwithstanding any copyright notices or confidentiality legends to the contrary which were or may have been placed in or on the Work Product or any of it by Contractor or by any subcontractor of Contractor. Under O.C.G.A. §50-18-102, all Work Product of Contractor under this Agreement is a public record of the Authority. Notwithstanding the foregoing, Work or Work Product does not include any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and Architecting computations) used in the Work or Work Product, but developed by Contractor or the Contractor’s consultants previous to or independent of this Agreement (“Non-Unique Work Product”), and Contractor shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in such Non-Unique Work Product. However, upon receipt by Contractor of full payment due and owing for all services relating to preparation of Non-Unique Work Product Contractor will issue to Authority a royalty-free, nonexclusive and irrevocable license to use such Non-Unique Work Product on the Project or on any extension of the Project. Contractor represents and warrants that the concepts and services and Authority’s use of same and the exercise by Authority of the rights granted by this Agreement and applicable law shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm

or corporation or other entity. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the services contemplated by this Agreement.

18.5 Except for Non-Unique Work Product, Contractor and all subcontractors of Contractor waive in whole all statutory, common law, and moral rights which may attach to or be associated with the Work Product or any of it. If for any reason any or all of the Work Product is deemed not to be work for hire (and the parties intend that the Work Product is work for hire), or if ownership of all right, title and interest in and to the Work Product does not otherwise vest in Authority, then Contractor agrees that such ownership and copyrights in the Work Product, whether or not such Work Product is fully or partially complete, shall automatically and immediately be assigned by Contractor to Authority, without further consideration, and Authority thereafter shall own all right, title and interest in and to the Work Product, including all copyright interests therein. In that case, Contractor, at no cost to Authority, agrees also to take any and all reasonably necessary actions, to execute and deliver any and all agreements, certificates, instruments, and all other documents, and to take any and all other steps reasonably necessary to effect and properly record such assignment.

18.5.1 In the event the Authority uses the Work Product without retaining the authors of the Work Product, the Authority releases the Contractor and Contractor's consultant(s) from all claims and causes of action arising from such uses.

18.6 Authority to Enter into Agreement. Contractor represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any

right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Authority.

18.7 Obligations Owed to Third Parties. Contractor represents and warrants that all obligations owed to third parties by Contractor pursuant to the Agreement are or will be fully satisfied by Contractor so that Authority will not have any obligations with respect thereto. Regarding Contractor's payment obligations to its consultants, if any, Authority acknowledges that Contractor's obligation to issue payment to its consultants is dependent upon receipt of payment from the Authority, and receipt of payment from Authority is a condition precedent for Contractor's obligation to issue payment to Contractor's consultants.

18.8 Intentionally deleted. .

18.9 Standard of Care. The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

18.10 Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform services under this Agreement are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by Authority as specified in this Agreement. All persons assigned to perform services under this Agreement shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.

18.11 Use of State Vehicles. Contractor warrants that no Authority vehicles will be used by Contractor for the performance of services under this Agreement. Contractor shall be responsible for providing transportation necessary to perform all services.

18.12 Intentionally deleted.

19 MISCELLANEOUS

19.1 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Authority or Contractor.

19.2 Unless otherwise required in this Agreement, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

19.3 The Contractor shall have the right to include photographic or artistic representations of the design of the Project among the Contractor's promotional and professional materials. The Contractor shall be given reasonable access to the completed Project to make such representations. However, the Contractor's materials shall not include the Authority's confidential or proprietary information if the Authority has previously advised the Contractor in writing of the specific information considered by the Authority to be confidential or proprietary.

19.4 The Contractor and the Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

20 SEXUAL HARASSMENT PREVENTION

The Authority promotes respect and dignity and does not tolerate sexual harassment in the workplace. The Authority is committed to providing a workplace and environment free from

sexual harassment for its employees and for all persons who interact with state government. All Authority employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the Authority maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the Authority, their customers, and other contractors of the Authority in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are on Authority premises or who regularly interact with Authority personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from Authority premises, restricted access to Authority premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by Authority.

If Contractor has employees and subcontractors that are regularly on Authority premises or who will regularly interact with Authority personnel, Contractor certifies that:

- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources->

[administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy](#);

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing Authority premises and prior to interacting with Authority employees; and on an annual basis thereafter; and
- (c) Upon request of the Authority, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

BECK ARCHITECTURE GEORGIA, LLC

_____ DATE: _____
BY: _____
ITS: _____

GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY

_____ DATE: _____
BY: _____

ITS: _____

EXHIBIT A

The Authority will supply the following resources to support the Contractor's prosecution of the Work:

- A detailed list of equipment, as well as general location information.

If necessary, the Authority shall furnish surveys; geotechnical engineering information; tests, inspections and reports required by law; or other services when Contractor requests such services and demonstrates that they are reasonably required by the scope of the Project.

The Work to be completed by Contractor under this Agreement shall consist of design services for replacement or modernization of all air handling units (AHUs) serving the Geo. L. Smith II Georgia World Congress Center (the "Center").

Based on the information on existing conditions provided by the Authority, Contractor understands that the total quantity of air handling units at the Center is 262 air handling units, with an approximate total airflow capacity of 5,180,255 cfm.

Ten units in Building B will be designed to a Construction Documents level and will be taken through the Contract Administration phase as part of this project.

The Work completed by Contractor under this Agreement also shall include development of a Master Plan for the full Center AHU replacement and modernization effort, including equipment standardization, and construction phasing with particular focus on minimizing disruptions of service and visitor inconvenience.

The remaining units will be evaluated and designed at a later date pursuant to a separate written agreement to be executed between the parties.

Contractor shall coordinate its Work under this Agreement with, and shall align with, all work conducted in respect of the Energy Performance Contract scope of work on which the Authority currently is engaged with Trane.

II. SCOPE of SERVICES and DELIVERABLES

This proposal includes the work of the following disciplines as further outlined below:

1. HVAC Engineering
2. Electrical Engineering
3. Architecture
4. Interior Design
5. Structural Engineering
6. Building Envelope
7. Preconstruction Services

Detailed Scope Outlines by Discipline

1. HVAC – Phase 1, for first 10 units

1) Design the replacement of each unit, to the Construction Documents level as described below under Deliverables.

a) Air handling unit controls will be included in the design documents for each air handling unit. The new air handling unit controls will be designed to integrate with existing downstream (terminal units) and upstream (cooling and heating plant) controls as required to maintain current functionality, and will also be designed anticipating future changes to upstream and downstream equipment controls, in order to optimize total system performance once all controls are replaced.

HVAC – Phase 2, for the remaining units in future phase(s):

1) Evaluate each air handling unit for age, condition, capacity, and configuration.

a) Our evaluation will include high-level load and ventilation calculations for each air handling unit based on existing capacities and rules of thumb and on a general envelope and occupancy evaluation by building area and function.

2) Recommend the scope of modernization of each unit based on the evaluation.

Recommendations may include full replacement of the unit or replacement of individual components.

3) Produce preliminary schedules and short form specifications for all replaced and refurbished air handling units. Schedules will include only key parameters for budgetary pricing, electrical evaluation, and structural evaluation. Specifications will utilize a single-manufacturer basis-of-design. Floor plans will not be produced.

4) Design the agreed-upon modernization scope of each unit, to the Advanced Schematic Design level as described below under Deliverables.

2. Electrical

- Evaluate overall electrical capacity to serve new or modified air handling units, for units where electrical load would increase over existing.

- Design electrical modifications to serve the air handling unit modernization scope, limited to immediate branch circuits.

a. Phase 1, for the first 10 units: Construction Documents for any required electrical modifications.

b. Phase 2, for the remaining units (future phase): a narrative description of required electrical modifications.

- Communications, fire alarm, plumbing, and performance-based fire protection, as required to support the modernization effort.

a. Phase 1, for the first 10 units: Construction Documents for any required modifications.

b. Phase 2, for the remaining units (future phase): a narrative description of required modification.

- Equipment noise and vibration control for the new and modified equipment.

- Operational Technology:

a. Develop the controls network topology and system architecture for connected equipment, devices, and systems.

b. Conduct an Operational Technology workshop with GWCC Operations team to review system capabilities for operational improvements.

c. Potential Operational Technologies to be discussed include an event driven software overlay, automated commissioning functionality fault detection

and analytics, and a cyber security monitoring platform.

d. Potential system integrations include alarm management, work order management, and event scheduling systems.

3. Architectural

- Identify the exact spaces affected by each mechanical unit.
- Assess events calendar and setup/ breakdown timing (ongoing) to determine timeframes that are available to work.
- Identify event-specific criteria such as heat load, confidentiality, etc. that may impact the work.
- Estimate duration of downtime.
- Study plans to establish access routes for construction personnel.
- Determine equipment replacement pathways.
- Coordinate security concerns with GWCC staff.
- Perform Fire / Life Safety code reviews to identify any deficiencies or upgrades.
- Coordination of all design disciplines
- Identify typical vs. unique conditions and design solutions for each.

Interiors

- Impact on interior walls
- Impact on interior finishes
- Door sizes, ratings, hardware.

5. Structural

Master Planning

- Review of expected new equipment to indicate approximate level of miscellaneous steel and/or structural strengthening required.
- Review structural feasibility of temporarily landing unit, or portion of unit, on roof and moving to final location due to crane reach limitations.

Phase 1 (10 Units):

- Load checks for new equipment on existing roof structures.
- Consultation with Architect and MEP Engineer regarding structural Limitations and support strategies.
- Design of miscellaneous steel as needed to support the new equipment.

- Local strengthening of framing directly under the rooftop units.

6. Building Enclosure

Master Planning

- Preliminary site visit: up to (2) full days on site
- Existing drawing review (if available).
- Code review and analysis (energy efficiency).
- Coordination with Architect for design options.
- Provide schematic level details/options.

Phase 1 (10 Units):

- Analysis of drawings.
- Submittal review, including roofing shop drawings.

7. Pre-Construction Services

- Historical cost comparisons across the market.
- Detailed evaluation of site access and logistical options.
- Define Project requirements.
- Identify potential gaps and overlaps.
- Peer review of a construction cost estimate provided by others.

8. Phase and Fee Breakdown

- Manpower and hours breakdown by phase and discipline

Please refer to the attached spreadsheet for this information.

- Task level budgets

Please refer to the attached spreadsheet for this information. Subtotal fee amounts by discipline and by phase were derived by assessing the effort needed per task and per person, then extrapolated using standard 2025 hourly rates.

Scope and Deliverables

- Master Planning

Is the phase where we zoom out before zooming in. We will perform a holistic evaluation of the GWCC campus systems and operations in order to understand how this major HVAC replacement effort fits into the overall facility and to standardize the air handling unit design for indoor and outdoor units. The biggest priority is to plan the work in ways that minimize disruption to guests and staff. We will study event schedules, zones,

access, durations, and constructability, as well as ancillary downstream work such as code impacts and interior finishes.

Our findings during this phase will inform a detailed scope of work for Phase 2 below. High level ROM cost estimates will be produced to support your annual budgeting. We will deliver a Master Plan Report in pdf format that documents our findings and guides future work in a coordinated fashion. The Report will include scope narratives, scheduling guidelines, phasing diagrams, outline air handling unit specifications, standard controls drawings and sequences, and diagrams of access ways and related ancillary work.

Phase 1

Addresses replacement of the first 10 units identified at Building B. We propose to treat this as a comprehensive stand-alone project, encompassing the full design services of all indicated disciplines from SD through Implementation and CA. Deliverables will include drawings and specifications necessary to bid, permit, and construct the work along with a detailed construction cost estimate.

It is important that this phase happens in concert with the equipment standardization component of the Master Planning in order to ensure that decisions are aligned.

Phase 2 – Optional future scope of services

Addresses the remainder of the air handling units across all three Buildings, quantity of which we understand to be approximately 252. We will divide this work into “batches” of units to be determined in the Master Planning effort based on multiple considerations. For the current fee estimate, we have allocated six batches and will adjust this as appropriate after conclusion of the Master Planning Phase.

Because this work is anticipated to be implemented over many years, we propose to document each batch to what we are calling an ‘Advanced SD’ level of design. This would be equivalent to approximately 30% DD level deliverables, providing adequate information to estimate the preliminary cost for replacing each batch of units while also allowing flexibility to accommodate potential future changes.

Deliverables for this phase will include plan diagrams, preliminary schedules and short form specifications for all replaced and refurbished air handling units. Schedules will include key parameters for budgetary pricing, electrical evaluation, and structural

evaluation. Specifications will utilize a single-manufacturer basis-of-design.

COORDINATION AND SCHEDULE

1. Coordination with Trane EPC scope.

i. Coordinate AHU controls with new BAS, with particular attention to terminal unit and central plant controls:

1. Review EPC-developed sequences and provide input based on AHU controls intent.

2. Meet with TLC, Trane, and GWCCA to align controls strategies across all three functions.

3. Examples of alignment goals are: terminal unit controls providing appropriate status feedback to the BAS to allow optimized static pressure setpoint adjustment at the AHU fan controls, and air handling units providing appropriate status feedback to the BAS to inform controls decisions such as equipment staging and water temperature setpoint adjustments.

ii. Meet with Trane to discuss whether and how the proposed Vortex 4000 filters should be incorporated or prepared for in the AHU project.

iii. We propose to meet with GWCCA and Trane to discuss design and service strategy for ongoing remote monitoring of AHUs.

2. Structural and Building Envelope Services

For structural engineering services in Phase 1, drawings will be provided at conditions where they are determined to be necessary and will be supported by calculations.

Structural services during the Master Plan phase will include assessments of the existing structural systems, and preliminary recommendations for new work.

Building envelope services across each phase will primarily consist of advisory reports for incorporation into the architectural documents. Advisory information will be derived by direct observation of envelope conditions in the field. Standard details may be developed if we encounter a recurring condition, for example at unit curbs.

3. Detailed schedule showing milestones, interim deliverables, and decision points.

Please refer to the revised schedule attached here, which shows this additional detail.

CONSTRUCTION PHASE SERVICES

1. General

i. The Contractor shall advise and consult with the Authority during the Construction Phase Services. The Contractor shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Authority's construction work, nor shall the Contractor be responsible for Authority's general contractor, subcontractors or consultants failure to perform their work in accordance with the requirements of the Contract Documents. The Contractor shall be responsible for the Contractor's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of Authority's general contractor, subcontractors or consultants or of any other persons or entities performing portions of their work.

2. Evaluations of the Construction Work

i. If requested by the Authority, the Contractor shall visit the site at intervals appropriate to the stage of construction, or as otherwise required by Authority, to become generally familiar with the progress and quality of the portion of the construction work completed, and to determine, in general, if the construction work observed is being performed in a manner indicating that the construction work, when fully completed, will be in accordance with the Contract Documents. However, the Contractor shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work. On the basis of the site visits, the Contractor shall keep the Authority reasonably informed about the progress and quality of the portion of the construction work completed, and promptly report to the Authority (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by Authority's general contractor, and (3) defects and deficiencies observed in the construction work.

ii. The Contractor has the authority to reject construction work that does not conform to the Contract Documents. Whenever the Contractor considers it necessary or advisable, the Contractor shall have the authority to require inspection or testing of the construction work in accordance with the provisions of the Contract Documents, whether or not the construction work is fabricated, installed or completed. However, neither this authority of the Contractor nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contractor to Authority's general contractor, subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the construction work.

iii. The Contractor shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Authority or its general contractor. The Contractor's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

iv. Interpretations and decisions of the Contractor shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Contractor shall endeavor to secure

faithful performance by both Authority and its general contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Contractor's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3 Certificates for Payment to General Contractor

i. The Contractor shall review and certify the amounts due Authority's general contractor and shall issue certificates in such amounts. The Contractor's certification for payment shall constitute a representation to the Authority, based on the Contractor's evaluation of the Work and on the data comprising the general contractor's Application for Payment, that, to the best of the Contractor's knowledge, information and belief, the construction work has progressed to the point indicated, the quality of the construction work is in accordance with the Contract Documents, and that the general contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the construction work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by Contractor.

ii. The issuance of a Certificate for Payment shall not be a representation that the Contractor has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Authority to substantiate Authority's general contractor's right to payment, or (4) ascertained how or for what purpose the general contractor has used money previously paid.

iii. The Contractor shall maintain a record of the Applications and Certificates for Payment.

4 Submittals

i. The Contractor shall review the general contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Contractor's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Contractor's professional judgment, to permit adequate review.

ii. The Contractor shall review and approve, or take other appropriate action upon, the general contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the general contractor's responsibility. The

Contractor's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Contractor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

iii. If the Contract Documents specifically require the general contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Contractor shall specify the appropriate performance and design criteria that such services must satisfy. The Contractor shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the general contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Contractor. The Contractor's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

iv. Subject to Section 4iii, the Contractor shall review and respond to requests for information about the Contract Documents. The Contractor shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Contractor's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Contractor shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

v. The Contractor shall maintain a record of submittals and copies of submittals supplied by the general contractor in accordance with the requirements of the Contract Documents.

EXHIBIT B

For all labor, materials, tools, and expertise for the goods and services provided by Contractor under this Agreement, Authority shall pay Contractor those sums identified below, which shall be invoiced by Contractor once per month following completion of the Work. Contractor's compensation under this Agreement is the following.

Item 1 Master Planning

Six hundred ninety-one thousand nine hundred dollars
\$691,900

Item 2 Phase 1 Design

Three hundred three thousand five hundred dollars
\$303,500

Item 3 Phase 1 CA

Seventy-two thousand eight hundred dollars

\$72,800

Total \$1,068,200

CERTIFICATE

The undersigned hereby certifies that I hold the position of 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: December 9, 2025

Alisha King, Assistant Secretary

{Authority Seal}

EXHIBIT B

[insert copy of calendar]

2026 Meeting Schedule

JANUARY 27	FEBRUARY 24	MARCH 31	APRIL 28	MAY 19	JUNE 30
JULY 28	AUGUST 25	SEPTEMBER XX-XX	OCTOBER 27	DECEMBER X	

MAY meeting moved to prior Tuesday due to Memorial Day holiday

SEPTEMBER meeting typically cancelled in lieu of an Authority planning retreat

NOVEMBER / DECEMBER meetings combined