



**FULTON
COUNTY**

CONTRACT

#21RFP132087K-DB

**DESIGN/BUILD SERVICES
FOR THE
FULTON COUNTY GOVERNMENT
CENTER COOLING TOWER
REPAIR AND RETROFIT**

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

OWNER - CONTRACTOR AGREEMENT

#21RFP132087K-DB; DESIGN/BUILD SERVICES FOR THE FULTON COUNTY GOVERNMENT CENTER COOLING TOWER REPAIR AND RETROFIT

Contractor: Mallory & Evans Service Company, Inc. Project No. 21RFP132087K-DB
646A Kentucky Street
Address: Scottdale, Georgia 30079 Telephone: 404-297-5060
Contact: John Catalfano, Email: jcatalfano@malloryevansservice.com

THIS AGREEMENT is effective as of the 7th day of March, 20 22 by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of One Million Six Hundred Seventy-Seven Thousand Seven Hundred Six Dollars and No Cents, (\$**1,677,706.00**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: #21RFP132087K-DB

Design/Build Services for the Fulton County Government Center Cooling Tower Repair and
Retrofit

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **210** calendar days from the Notice to Proceed or the

date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and

approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on Wednesday, February 16th, 2022; Item #22-0125.

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Board of Commissioners

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dwain Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

Joseph N. Davis, Director
Real Estate and Asset Management

CONTRACTOR:

**MALLORY & EVANS SERVICE
COMPANY, INC.**

DocuSigned by:

John Catalano

John Catalano,
Executive VP / General Manager

ATTEST:

DocuSigned by:

Steve Morris

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:



Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2022-0125 RCS: 2/16/2022
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

END OF SECTION

Exhibit A

General Conditions

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager - shall mean the individual designated in writing, by the [Insert Department name] Department as the Construction Manager.

Contractor - shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents- include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time - shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County - shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the Real Estate and Asset Management Department of Fulton County, Georgia or the designee thereof.

Final Completion - shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products - shall mean materials or equipment permanently incorporated into the work.

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the

Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the

Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The

Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all

coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have

assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other

costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from

the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed.

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a Termination for Convenience pursuant to this paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, for the purpose of completing the work for which the Contractor was contractually engaged, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Unless otherwise directed by the Construction Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

- b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination for cause or convenience, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the Construction Manager issues a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work and if performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment may be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently conduct the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or

unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption,

interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the

work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be

subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

1) Vendor Information

- a. Vendor Name
- b. Vendor Address
- c. Vendor Code
- d. Vendor Contact Information
- e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. A written report of the total value of work performed and materials and equipment obtained to the date of submission

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor

pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction

Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement,

and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

- a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
- 5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
 - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
 - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at

the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.

6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made within twenty (20) days after the first observance of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.
2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed,

unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.

3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Fulton County Code Section 102-420.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20__, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____. _____, who under Oath deposes and says that he is _____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

END OF SECTION

Exhibit B

Special Conditions

SPECIAL CONDITIONS

FULTON COUNTY GOVERNMENT CENTER COOLING TOWER REPAIR AND RETROFIT

CONTRACTOR RULES AND REGULATIONS

The purpose of these Contractor Rules and Regulations is to provide additional resources when working at the Fulton County Government Center Complex comprised of six (6) interconnected facilities including the Government Center Tower, Atrium, and Assembly, Low-Rise, Mid-Rise, and Public Safety Buildings in downtown Atlanta, GA

This document covers in detail how the Contractor is to handle most situations encountered during construction.

1. AIR BALANCE REPORTS

If the Property Manager or Chief Engineer deems necessary, where partitions are installed, moved, removed or altered, which can affect airflow, air supply requirements shall be supplied and an air balance check performed at completion of work to ensure proper airflow.

Prior to the commencement of any air balancing work, the mechanical contractor shall request HVAC design specifications for the building. The Contractor must also provide a detailed summary of the proposed work along with a full set of mechanical plans for review prior to the start of the construction.

Contractor, at the completion of the installation work, shall balance and adjust all air moving equipment and air distribution equipment to within ten (10) percent of the design CFM's and submit a full balancing report. Air balance reports will be submitted prior to final acceptance and release. The air balance contractor shall be certified by the National Environmental Balancing Bureau.

2. BLINDS AND DRAPERIES

During construction, the Contractor shall protect the existing window treatment, i.e., shades/blinds/draperies, so as not to damage them, their appearance or proper operation. All blinds must be clean, in proper working order and properly re-installed at the conclusion of the tenant improvements.

3. BUILDING EQUIPMENT

The loan to Contractor of building equipment is discouraged by property management.

4. BUILDING TIE-INS

Any connections or "tie-ins" that are made to the building systems (plumbing, mechanical, electrical, fire alarm, sprinkler, etc.) must be coordinated with the Property Manager and Chief Engineer in advance.

The Contractor must provide advance written notice to Property Management and Chief Engineer forty-eight (48) hours or two (2) business days, whichever is greater, in advance for all "tie-in" work.

Building Tie-ins request can be sent via e-mail to or Vijay.Nair@fultoncountyga.gov .

Authorization for building "tie-ins" that have the potential to impact building operations may have a longer lead time and will be discussed at the pre-construction meeting. Property Management will determine the best time of the day for all building tie-ins that have the potential to impact other building operations.

5. CARPET

Prior to demolition, if carpet is to remain in suite, it is to be protected by a heavy plastic cover and cleaned daily at the end of each work; otherwise it should be removed, stored and re-laid. Additionally, public area corridor carpet is to be protected by plastic runners or a series of walk-off mats from elevator to suite under reconstruction (including carpet in the elevators) and must be cleaned daily as well.

All construction areas that impede or are accessed through public areas will be cleaned daily to meet the standards of a Class "A" office building. If cleanup beyond vacuuming is required daily, the Property Manager will meet with the Contractor to address the matter. The cost of this additional cleaning will be an expense to the Contractor.

6. CONCRETE CUTTING and CORE DRILLING REQUIREMENTS

Prior to any concrete cutting/drilling, a plan must be submitted to the Property Manager, Project Manager and/or Chief Engineer for review showing the proposed extent of slab removal. The plan may also include the following information when requested.

1. Dimensions showing the length and the width of the slab removal.
2. The slab removal shall not begin until the proposed slab removal plan is approved by the building's structural engineer when designated by the Property or Project Manager.
3. There shall not be any overcutting of the concrete slab during slab removal.
4. All corners or intersecting saw cuts shall be core drilled.
5. The contractor is responsible for repair work associated with all overcutting.
6. The extent of the repair will be as required and approved by the Property or Project Manager.

7. The Contractor shall, prior to any cutting, x-ray the existing concrete to familiarize himself with existing conditions. All films are to be available for the structural engineer to review and all floor penetration locations are to be marked for review by the structural engineer prior to removal when required by the Property or Project Manager.
8. The Property Manager must be notified at least seventy-two (72) hours prior to commencement of work.

The Property and/or Project Manager will discuss these requirements as well as provide copies of the required work permits at the pre-construction meeting. Property Management will determine the best time of the day for all concrete cutting work that will have the potential to impact building operations.

7. CONCRETE DEMOLITION/POURING & SCHEDULING

All structural work must be approved by the building's designated structural engineer, prior to starting structural work when required by the Property or Project Manager.

Jack hammering and/or hammer drilling must be approved by Property Management prior to scheduling work. The Contractor must provide advance notice to Property Management forty-eight (48) hours or two (2) business days, whichever is greater, in advance for all concrete demolition/pouring work. Notice must be in written form and must be forty-eight (48) hours or two (2) business days whichever is greater in advance for all concrete work.

Contractor shall be responsible to repair any existing construction that may be damaged as the result of demolition and will be financially responsible for any additional operating expense incurred who may be affected by the damage.

Authorization for concrete demolition/pouring that has the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting. Property Management will discuss these requirements as well as provide copies of the required work permits at the pre-construction meeting between the Contractor and Property Management. All approved designated times for this work will be determined by Property Management.

Final structural engineer approval is required prior to scheduling concrete pouring when required by the Property Manager. All concrete specifications are to meet existing base building design conditions.

8. CONDENSATION DRAIN LINES

Condensation drain lines from A/C units must be labeled and piped to a wet stack and not to a sink.

9. CONSTRUCTION INSPECTIONS

Contractor is to perform a thorough inspection of all common areas prior to construction to document any existing building deficiencies. Upon completion of work, contractor shall return these areas to match the original condition in which they were originally viewed. Any damages caused by the Contractor shall be corrected at the cost of the Contractor.

10. DATA SHEETS

The Contractor must submit to Property Management and Chief Engineer a manufacturer's data sheet for any major electrical or mechanical equipment to be installed and tied into base building systems.

Copies of all Operations & Maintenance documents are to be submitted with the as-built plans to the Project Manager along with any associated Material Safety Data Sheets.

11. DELIVERIES & ACCESS TO JOB SITE

Contractor's personnel must not access any floors other than the ones where they are assigned to work. Any large deliveries, removal of materials, activities affecting the operations of the building, or access to electrical or telephone closets must be coordinated through the Property and/or Project Manager with minimum two-day advance notice.

Carrying tools and equipment on the passenger elevators and in lobbies will require special permission by the Property Manager. The Contractor will be provided access to the freight elevator to be used for deliveries. Extended use of freight elevators must be coordinated with the Property Manager.

Contractors must use the freight elevator for all deliveries and movement through the building. Construction workers are not allowed to enter or exit the building through the lobby except when required by or permitted by the Sheriff Department. The loading dock area entry must be used at all times. Since the ability to move material is dependent on the final destination floor of the material and the height dimension of the service doors and freight elevator, Property Management and Project Manager request that all contractors conduct a pre-delivery route inspection at the time of the pre-construction meeting.

All deliveries will be made through the loading dock unless otherwise approved by the Property Manager. All deliveries will either be made by a scheduled appointment through the Property Manager or Project Manager forty-eight (48) hours or two (2) business days, whichever is greater, in advance of the anticipated delivery date.

It is the Contractor's responsibility to verify what size vehicles can be accommodated in the loading dock. Any damage to the loading dock caused by negligence or the lack of proper due diligence by the tenant's Contractor will be the responsibility of the Contractor to repair. Parking in the loading dock is not allowed. Blocking the building's dumpster is prohibited.

Vehicles are prohibited from idling in the loading dock. The engines of all vehicles entering the loading dock must be turned off immediately following entrance (except when lift gates are in operation) and contractors must exit the dock immediately after turning on an engine.

12. LOADING DOCK RULES AND REGULATIONS

The loading dock area, which is accessed from Mitchell Street, serves the office portions of the building. Strict adherence to these Contractor Rules and Regulations is required to ensure the most efficient management and cooperative use of the loading dock.

The loading dock operation will commence at 6:00 a.m. and will close down each evening at 5:00 p.m., Monday thru Friday, excluding observed holidays. The dock access is controlled by the Security Guard on duty.

No delivery through the Loading Dock will exceed the maximum allotted time of thirty (30) minutes unless scheduled ahead of time. All large scale deliveries (i.e., furniture moves, electronics deliveries, large inventory deliveries) and all after-hours deliveries must be scheduled with the Property Management office. The advance notice requirement for construction material is at least forty-eight (48) hours or 2 business days, whichever is greater, in advance for deliveries. Special deliveries of this nature that have not been pre-scheduled will be turned away.

Upon arrival to the dock, before any delivery commences, all delivery personnel must sign in with the Security Guard and produce valid identification. Additional information required will be name, company they are representing, time in, anticipated delivery time, and tenant in whose name delivery is being made.

Under no circumstances will the loading dock be used for storage of items to be picked up or for temporary storage. Contractor shall become familiar with the Building, with special attention to the size and capacity of the freight elevator and any other building system, building access, utilities, or any other element of the facility, which may present a limitation to the construction process proposed by Contractor.

13. INSURANCE

Refer to the Contract Documents for additional information on Insurance requirements.

14. DUCT WORK

The base building HVAC system shall contain a ducted supply and return air system to maintain occupant comfort. All HVAC work must conform to building design criteria and be approved by the Chief Engineer.

15. DUMPSTERS

The Contractor is responsible for the removal and hauling of trash and construction debris. Trash dumpsters may be placed after 7:00 a.m. on Saturday and must be removed by 6:00 a.m. Monday morning, and weeknights after 6:00 p.m. and must be removed before 6:00 a.m. The location of the dumpster is to be determined by Property Management and Contractor must obtain Property Manager's approval before placing dumpster. The building compactor cannot be used for any construction trash. No trash shall be left anywhere in the building (including elevators and freight vestibules) at any time. Any damage caused by the placement, use, servicing or removal of dumpsters will be the responsibility of the Contractor and repairs to Property Management's satisfaction.

16. DUSTY WORK

Activities that create excessive dust (i.e., sheet rock cutting, sanding, etc.), or smoke (i.e., burning or welding), or noise (drilling, saw-cutting) must be coordinated with Property Management with forty-eight (48) hours prior written notice and must be performed between the hours of 8:00 pm and 6:00 am. Notice must be in written form by way of the Work Permit and must be sent forty-eight (48) hours or two (2) business days, whichever is greater, in advance for all dusty work. All areas that are impacted by the dusty work including but not limited to telecom rooms, electrical room, mechanical rooms, stairwells, etc. will be the responsibility of the Contractor to clean on a regular basis.

Authorization for dusty work that may have the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting.

In areas where there will be dust generated, it is the Contractor's responsibility to bag the smoke detectors in the area prior to commencing work and remove the bags at the end of the day.

Prior to starting work on any floor, Contractor shall replace existing HVAC filters with a set of pre-approved filters (specification to be supplied by Chief Engineer) that prevent dust from entering the HVAC ducting and replace with new filters at the conclusion of the project.

See also: Welding and Soldering

17. EMERGENCY PROCEDURES

All Contractor personnel are to be familiar with emergency procedures and are required to follow instructions of the Floor Fire Warden, including fire drills.

EXISTING BUILDING EQUIPMENT AND FIXTURES

The Contractor will be responsible for repairing any existing building equipment and fixtures damaged as a result of alteration work. This includes ceiling tiles, barrier paper system, light fixtures, carpet, elevators, walls, floors, doors, induction units, grilles, registers and any other fixtures not specifically mentioned. If alteration work requires the relocation of space temperature sensors, thermostats or other building equipment, such relocation will be solely at the Contractor's expense.

It is the Contractor's responsibility to provide Masonite to protect common area floor when bringing in materials and to remove it at the end of each workday.

It is the Contractor's responsibility to protect all core areas on the floors being worked: covering existing doors and walls, not accessing restrooms, and protecting other completed finishes and equipment. The disassembly of door props and door closures are not authorized.

18. FIRE STOPPING MATERIALS

OSHA-approved fire stopping materials are required for any wall, floor, or ceiling penetrations. Any breach of existing materials is required to be resealed by same products. Any penetration through Fire Rated partitions/floors must be pre-approved by the Property Manager and caulked using approved Fire Caulking

19. FLAMMABLES

Contractor must file MSDS sheets for all chemicals used during construction with the Property Manager, prior to performing the work. In addition, flammable liquids should be stored in and dispensed from approved safety cans, flammable rags must be stored in airtight containers, and flammable liquid dispensers of the plunger type should be used for wiping cloths.

20. FOOD & DRINK

All food and drinks are to be consumed only in designated contractor eating areas. No food or drinks are to be carried on passenger elevators, over carpet, or in employee break rooms, or finished office space.

21. HOURS

Building

Property Management must be notified, in advance per the time frames included in the pertinent sections of this document, of any work that may disrupt normal business operations, (i.e., drilling or cutting of the concrete floor slab, use of nail guns, electric saws). Property Management reserves the right to determine what construction work is considered inappropriate for normal business hours and to issue a stop-work order upon receipt of complaint/concern by other occupants in the building.

Engineering

The Engineering staff's hours are from 7:30 a.m. until 5:00 p.m., Monday through Friday. All after-hours work must be coordinated through the Property Manager and/or Chief Engineer.

22. HOUSEKEEPING

All trash must be removed from the windowsills, including but not limited to lunch, trade tools, and equipment. All lunch trash must be disposed of by the Contractor at the end of each work day. The Contractor must remove all trash by way of the freight elevator. All trash removal times will be coordinated with Property Management at the pre-construction meeting.

All clean up and trash removal from the building premises is the sole responsibility of the Contractor. The building dumpster will not be used for construction debris.

The Contractor shall be responsible for cleaning the interior of the windows and sills prior to substantial completion. All common areas used by the Contractor are to be cleaned and vacuumed at the end of each workday. Contractor shall keep its work area, including the loading area, in an orderly condition.

The premises must be secured and the doors to the work area, mechanical and electrical rooms, and stairwells must be closed and the lights turned off at the end of each day. Upon construction completion, the Contractor shall remove all debris and surplus material and thoroughly clean the area.

23. ISOLATION VALVES

Equipment isolation valves shall be installed on all A/C units to facilitate maintenance and to allow the unit to be removed without interfering with the building operation as approved by the Chief Engineer. Contractor must include adequate provision for maintenance access at any isolation valves they may install.

24. KEYS AND ACCESS PASSES

When necessary to perform the Work, Contractor may be issued a key/access pass to existing mechanical/electrical equipment spaces (and other spaces as required) by the Property Management or designed representative. These keys/passes shall be returned at the end of each work period for which they are issued, and reissued on succeeding days, if necessary.

The fee for lost keys is \$25.00 and for a lost access card is \$100.00. Said fee is due and payable within five days of billing.

25. LIFE SAFETY SYSTEMS

Contractor, under no circumstances, will be allowed to disconnect, tamper with, delete, obstruct, relocate or add-on any life safety, fire detection, notification suppression unit or devices, except as indicated on the drawings approved by the Fire Department Authority having jurisdiction.

Any work involving the building's sprinkler or life safety systems must be arranged in advance through the Property Manager, Project Manager and/or Chief Engineer. The system must be back in operation at the end of the workday. Under no circumstances shall the sprinkler or fire alarm system be left inoperative overnight without a fire watch approved by AHJ.

All work that may, in any way, affect the main building fire alarm system and/or building operations must be noted on the Work Permit and communicated through the Property Manager. Management reserves the right to require additional security measures in the event of repeated false alarms.

Contractor must assist the Property Manager and/or Fulton County Safety Officer in preparing "System Impairment Notification" to Fulton County's Insurance Carrier prior to disabling any Fire Alarm or Fire Suppression component in the building. Such notifications must be promptly removed when impairment situation is resolved.

Permits for "Hot Work" are to be obtained from Property Management. All "Hot Work" (cutting, welding, and soldering) is to be performed only after a Work Permit has been obtained for the particular area or job and the following is provided: (i) fire extinguishers, (ii) non-combustible covering, (iii) screening of arc welding operations, (iv) smoke detection system disconnected, and (v) posting of Permit in conspicuous location.

All fire protections systems, including sprinklers, must be fully operational at night unless previously arranged by Work Permit with Property Management.

One half hour before systems are reactivated, Contractor shall notify the Security Supervisor and Property Management.

Fire Alarm Voice Annunciation Speakers will not be removed, disconnected or relocated without permission of Property Management. Requests to do any work interfering with this system must be expressed to Property Management in writing by Contractor with forty-eight (48) hours or two (2) business days, whichever is greater. Contractor in turn must have written response from Property Management only, before any work is permitted.

Contractor shall arrange with Property Management for protection of all fire alarm devices. All sprinkler/fire system work including testing or inspection of the fire alarm system or the sprinkler system must be coordinated with Property Management upon 72 hours' written notice.

Contractor must not block fire exits or fire corridors or use these areas for storage.

26. NEW-HEATING, VENTILATION AND AIR CONDITIONING

All new HVAC equipment installed must have a service disconnect located within sight of the unit when required by the Chief Engineer. Gauges and thermometers must be installed in both the supply and return airside and waterside of new equipment when required by the Chief Engineer. Copies of all required balancing reports must be submitted to Property Management and Chief Engineer.

27. NOISE/ODORS

The floors above and below the area of contract work may be occupied. Contractor shall exercise reasonable restraint and control of work to minimize noise and spread of odors. Contractor shall execute the work in its Contract as quickly as practical to avoid unnecessary disturbances to occupants within the premises.

Contractor is only permitted to perform work that produces an odor (e.g., use of cleaners, stains, paints, adhesives) during normal business hours upon written notice to and prior approval by Property Manager so building air systems can be adjusted. Contractor must use chemicals (including paints, thinner, cleaning liquids) of low Volatile Organic Content (Low VOC) and must have readily available the MSDS related to the chemical used. Contractor will include temporary ventilation and/or other safety measures as necessary to protect work crew, tenants, and the public.

28. NOISY WORK

Property Management must be notified forty-eight (48) hours in advance of any work that may disrupt normal business operations (e.g., drilling or cutting of the concrete floor slab, placing studs for party-wall drywall), as outlined in the project schedule.

Contractor shall identify in weekly progress meetings upcoming work which may be noisy. Property Management may be forced to stop excessive noisy work for the duration of the work day.

Any operation that cause noise such as drilling, saw cutting, hammering, etc... will not be allowed during normal courthouse operating hours. Such operations will be allowed only on weekends or after 5PM on working days.

Should Property Management receive complaints from tenants in other building in the complex due to noisy operations, Contractor's on-site representative will meet with the Property Manager and work out an alternate schedule.

29. NON-CONSTRUCTION AREAS & NORMAL LIMITS OF OPERATIONS

The Contractor is totally responsible to protect existing finishes, furniture, etc. for any work necessary in an occupied or unoccupied space. Damages in these spaces or in the common areas or elevators will be the sole responsibility of the Contractor. Repairs will be done to the reasonable satisfaction of Property Management. If those reasonable repairs are not made, Property Management will cause the repairs to be made and the cost of doing so will be charged to the Contractor.

Contractor's normal limit of operations shall be confined within the Limits of Work Area as designated on the approved drawings.

The Contractor will prohibit his unauthorized personnel and visitors from using other areas.

Property Management, its consultants, and other contractors performing work within these Limits of Work Areas shall be allowed regular access through security as necessary for construction to proceed at pre-scheduled time (except as may be restricted by Property Management as noted above).

When it becomes necessary for Contractor to work in areas other than the work area, at least twenty-four (24) hours' written notice shall be given to Property Management.

It is the Contractor's responsibility to ensure that all work shall be done in accordance with O.S.H.A. regulations, all applicable city, state and federal building codes.

30. OTHER CONTRACTORS

Contractor is hereby notified there may be other contractors working in the Building. Some of these contractors may be affiliated with labor unions and some will not. It is Contractor's responsibility to maintain a harmonious relationship between his employees, his subcontractors, and subcontractor's employees in the entire building.

Contractor will be notified in writing if his employees in any way impede the work of any contract within the building within 24 hours. If the situation is not corrected immediately, Contractor's employees will be removed from the premises.

31. OUTAGES

Any outages affecting areas outside of the Limits of Work Areas shall be noted no later than the pre-construction meeting. Any requests by the Property Manager or Chief Engineer for additional information, communication or meetings will be honored by Contractor.

Utility (electric, water, gas or oil) and service outages shall be kept to a minimum and will be permitted only with a Work Permit issued. All requests for outages shall be made in writing 72 hours in advance of their need. There will need to be an exception for emergency situations.

Requests for outages will not be considered unless they include the identification of all areas that will be affected by the proposed outage.

32. OWNER'S REPRESENTATIVES AND MANAGEMENT

Contractor shall abide by the directions of the Property Manager and/or the Chief Engineer in matters affecting the operation, safety and security of the premises, its employees, and its visitors.

Contractor shall abide by all directions in matters affecting HVAC systems, fire safety, and fire prevention measures.

All oral instructions given to Contractor's Superintendent by Property Manager and Chief Engineer shall be implemented by Contractor's Superintendent within a reasonable time.

All personnel employed by Contractor, including subcontractors and their employees, shall be instructed by Contractor to abide by all published regulations, and all directives of Property Management.

33. PARKING

There is no parking allowed in the loading dock area or other designated parking areas by contractors unless authorized by Property Management. Any unauthorized vehicles blocking the loading dock or other designated parking areas will be towed. Property Management will arrange parking guidelines at the Pre-Construction meeting.

34. PERSONNEL ID AND DAILY SIGN IN/SIGN OUT

Contractor ID Badges

All contractors shall wear I.D. badges or uniforms showing company name.

The identification badges shall be conspicuously fixed to outer garments above elbow level and issued by Property Management for the duration of the project, upon completion of work, the badge will be returned.

Any of Contractor's personnel or subcontractor's personnel who do not comply with this requirement at all times will be denied access to the Building or will be escorted off the premises, failure to comply with this requirement will be reported to the Contractor's on-site representative and Project Manager

Badges are to be returned to Contractor's Superintendent at the end of that person's need for a badge. Contractor shall notify Security Supervisor should anyone no longer be authorized to work on site and who has not returned their badge and shall keep a list of unauthorized badge numbers on hand at the check-in point for the job site.

Sign In and Out

The Contractor will submit a log of personnel working in the Building by 10:00 a.m. each day to the Security Supervisor.

Personnel List

Contractor will provide Security Supervisor and Property Management with a complete list of all Contractor and subcontractor personnel authorized to access the job site. The list shall contain full name, company, phone number, and floors authorized for access. The list must be kept updated, as only listed personnel will be allowed access to the job site. All changes must be made in writing to the Security Supervisor eight (8) hours prior to new personnel accessing the site.

35. PERMITS

City, County and/or State Permits

All permits pertaining to the job must be posted in a conspicuous place in the construction office. A copy of the permit must also be submitted to Property Management prior to any work being performed.

36. PHONES

Contractor needs to provide their own construction phones. The building has no phones, pay or otherwise, available to the Contractor.

37. PIPING

All piping in proper sizes, including sinks, kitchen units, water closets, water heater and condensation piping should be copper (use of plastic pipe in plenum ceilings is strictly prohibited).

38. POSTING OF RULES & REGULATIONS

A copy of these Rules and Regulations acknowledged and accepted by the Contractor shall be posted on the job site for all parties to observe. Contractor is responsible for instructing all of his personnel, subcontractors and suppliers to comply with these regulations.

39. PROBLEMS, DISRUPTIONS, ALTERATIONS

All problems, disruptions, and emergency alterations must be reported to the Property Manager/Chief Engineer at 410-547-3500.

40. SAFETY, GENERAL GUIDELINES

Adequate measures should be taken to protect building employees, visitors and occupants from construction activities and hazards, such as: blocking off area, proper handling of materials, storage of same removal of building debris and general good housekeeping practices.

41. SECURITY

Contractor personnel are required to be on-site for off-hour material deliveries.

Upon request by Building Security, contractors may be required to submit to an inspection of bags, boxes, and other items leaving the building.

42. SERVICING OF MECHANICAL EQUIPMENT

No walls or ceilings shall be installed that inhibit the access to a variable air volume terminal unit. The unit shall be relocated or an additional unit installed on the opposite side of the wall. In addition, no walls shall be constructed across a ceiling light fixture, which would inhibit changing of lamps or servicing the light fixtures when necessary. At the conclusion of the project, it is the Contractor's responsibility to ensure that access to all building equipment is available. If access panels will be required to access building equipment, then it is the responsibility of the Contractor to install such access panels.

43. SIGNAGE

Contractor or subcontractor signage may not be displayed in the building common areas or on any of the window glass.

44. SMOKING

This is a Non-Smoking building. Please be aware that the penalty for not abiding by this regulation is dismissal from the site. Please notify your subcontractors, suppliers, and any other persons expected to use the site of this Fulton County policy. (Refer FC Policy Number 300-4 attached)

Smoking will be allowed in the areas outside of the 25 feet radius requirement of the building entrances, outdoor air intakes and any building penetrations that may provide outside air to the building.

45. STAIRWELLS

Contractor shall coordinate all work in stairwells with Property Manager with special attention to fire issues. Safe egress must be maintained at all times for workers and tenants.

46. SUPERVISOR/GENERAL CONTRACTOR

The Contractor shall furnish a Construction Superintendent for 100% of the job.

All questions are to be directed to the Property Manager and/or Chief Engineer via the Contractor's Construction Superintendent.

The Contractor will be responsible for general protection of the Building in the areas he or his subcontractors use or travel through and for securing the construction area daily.

47. TELEPHONE/ELECTRIC CLOSETS

Common area telephone/electric closets are the property of the building. No telephone/electrical material will be allowed to be stored in these closets.

No device shall be attached to existing telephone/electrical equipment or installed within the telephone/electric closets without written permission from the Property Manager.

Electrical receptacles within the confines of the telephone/electric closet are strictly for telephone equipment and building operations use. Nothing shall be plugged into or unplugged from those receptacles by Contractor.

48. TURNOVER

At the completion of construction and in addition to other Contract requirements, the Contractor shall deliver to Property Management for internal distribution four (4) copies of the following:

- Photocopies of all warranties
- All operating manuals and final specifications
- EMS (Data link for zones) shall be complete
- Labeling (annunciator, panels, etc.) shall be complete
- Complete set of as-built plans including hard and soft copies. Soft copies should be in AutoCad format and PDF format.
- Letter of Compliance relating to fire sprinkler heads.
- Copy of all approved submittals, including finish/color selection chart.
- Attic Stock Materials that are extra (flooring, paint, lights etc) and / or as required in the contract

49. UNUSED MATERIALS

Any and all existing materials removed and not reused in the construction, except as directed by the Property Manager, shall be disposed of by the Contractor as waste or unwanted materials.

Contractor shall keep areas outside its demised premises free at all times from waste material, rubbish and debris, and shall remove all material on a daily basis.

50. UTILITY CONSUMPTION

Omitted.

51. UTILITY LINES

Before any drilling, core boring or other structural work is performed; the Contractors will verify the locations of the building's utility lines so as not to damage them. Contractors are required to take all possible precautions to protect utility lines.

52. VALVES

Any domestic, high temperature, chill or condenser water connections made to the building's piping system must have good quality isolation, brass body gate-type valves and adequate system drain valves installed as approved by the Chief Engineer. All valves must be easily accessible and not concealed in a finished ceiling. All valves must be identified through appropriate signages.

53. WALK-OFF MATS

Temporary walk-off mats are to be provided by the Contractor on the public corridor side of entrance doors during construction.

54. WATER AND ELECTRICITY

Water will be furnished to the Contractor without cost, in reasonable quantities for use in construction (exclusive of drinking water).

Electricity shall be supplied to the Contractor through electrical service located and approved by the Chief Engineer. The Contractor shall make all connections, furnish any necessary extensions, and remove same upon completion of work.

55. WELDING AND SOLDERING

The Property Manager and Chief Engineer must be contacted forty-eight (48) hours prior to use of any welding torches, burning rigs or other heat producing items so that the fire alarm systems can be disabled.

The Contractor must provide advance notice forty-eight (48) hours or two (2) business days, whichever is greater, in written form by way of a Work Permit for all welding and soldering work. Authorization for welding or soldering work that may have the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting.

Property Management will discuss these requirements and provide standard form Work Permits at the pre-construction meeting. All approved designated times for this work will be determined by Property Management.

Neither open-flame burning, nor welding, nor arc welding will be permitted without the Contractor having secured an appropriate Work Permit from Property Management. The Property Manager and/or Chief Engineer have the right to stop any work at any time if he or she determines that unsafe conditions may exist. Contractor shall correct all such unsafe conditions as directed and obtain the approval by Property Management of such corrections prior to commencing further work.

Contractor shall keep a portable hand fire extinguisher of the appropriate class within reach at ALL times during welding or burning. Contractor shall also keep all required exit corridors, and the like, clear and unobstructed at all times when working in such areas. All flammable materials shall be removed to a location not closer than 35 feet from all burning and welding operations. All workmen shall be instructed as to the location of the nearest fire alarm device. All fixed flammable items shall be completely covered with fireproof blankets. Arc welding shall be screened from vision of all passers-by.

Contractor shall be required to maintain a "Fire Watch" security effort during, and for a minimum of thirty (30) minutes at, the completion of each welding operation.

56. WINDOWS

During construction, contractor is to make every effort to protect window treatments, and not store tools or materials on the window ledges.

57. WORK SCHEDULES

Property Management will be notified of all work schedules for all workmen on the job and will be advised, in writing, of the names of personnel who may be working in the building before or after standard building operating hours.

58. WORKER CONDUCT

Contractors and subcontractors personnel shall be respectful of occupants, visitors, and building staff and shall not permit its employees to use foul language (FC Policy 100-30 against verbal harassment attached), smoke, exhibit rude behavior, commit vandalism, use alcohol, illegal drugs or exhibit improper appearance. It will be the responsibility of the Contractor to enforce this regulation on a day-to-day basis. Individuals violating this rule will be removed from the building and will not be allowed to return.

Lounging in the elevator or main lobbies or building areas is forbidden.

Contractor Personnel

- Must obey all safety procedures and participate in all drills or other life safety exercises.

- Must wear shirts and shoes at all times.
- Clothing must not display obscene language or graphics.
- Must not access any floor other than the one where they are assigned to work.
- Must not use abusive and offensive language.
- Must not discharge bodily fluids (e.g., spitting or urinating) except in proper facilities
- Shall use only the restrooms designated for Contractor use.
- Must not litter or abuse the designated restrooms.
- Must only eat or drink in assigned areas.

Playing of radios or musical instruments is not permitted in the Building. Use of earphones for playing of radios or other musical listening devices is also prohibited for safety reasons.

Work on occupied floors shall be conducted in such a manner as to cause as little disruption to occupants and building operations as possible.

59. AMENDMENT

Property Management has the sole right to amend these Contractor Rules and Regulations as the situation warrants at any time. Any questions regarding these rules and regulations must be brought to the Property Manager's attention immediately.

**FULTON COUNTY'S ANTI-HARASSMENT POLICY AND NO SMOKING POLICY
300-4**



POLICY AND PROCEDURE

SUBJECT: Anti-Harassment/Sexual Harassment Policy and Procedure

DATE: June 16, 2004

NUMBER: 100-30

Statement of Policy: In an effort to foster a working environment that enhances productivity and promotes the mutual respect and personal dignity of all Fulton County employees, the Board of Commissioners, the County Manager and Department Heads are herein committed to a policy that ensures employees are not subjected to harassment, including sexual harassment, in the work place. The following policy and procedures are designed to strictly prohibit all harassment, including sexual harassment, by supervisory officials, co-employees, non-employees, same sex employees, as well as clients and customers. In addition to the prohibition against sexual harassment, the policy also specifically prohibits harassment on the basis of race, age (40 and over), gender, national origin, religion, disability, color, sexual identity, etc.

Scope of Policy:

This policy shall apply to all Fulton County employees, department heads and elected or appointed officials hired by Fulton County and paid by the Fulton County Finance Department (Payroll Division), including part-time and non-permanent employees.

Definition(s) of Sexual Harassment:

“Sexual harassment” is: physical assaults or physical conduct that is sexual in nature; unwelcome sexual advances or comments or requests for sex or sexual activities concerning one’s employment or advancement, regardless of whether they are accompanied by promises or threats; sexual displays or publications such as calendars, cartoons or graffiti; other verbal or physical conduct of a sexual nature that has the purpose or effect of interfering with an individual’s work performance and is severe and pervasive enough to create an intimidating, hostile or offensive work environment.

Examples of conduct that may rise to the level of sexual harassment include, but are not limited to: sexual propositions; sexual innuendo; sexually suggestive comments; obscene gestures; pressure for sexual activity between employees; inappropriate touching or brushing of the body; coerced sexual intercourse or other sexual conduct; inquiries about an employee’s sexual practices or habits; suggestive or insulting sounds; patting or pinching; sexual remarks about a person’s clothing or body; jokes about gender-specific parts; foul or obscene language or gestures; and the posting of nude or sexually suggestive pictures, calendars, jokes or cartoons or the sending of these via any means of correspondence, including e-mail.

Policy and Procedure, continued

#100-30

Procedures for Investigating All Complaints of Harassment, including Sexual Harassment:

The Fulton County Office of Equal Employment Opportunity (OEEO) shall have the responsibility for investigating complaints of harassment, including sexual harassment. Such complaints shall have priority and shall be resolved within 45 days of the filing of a complaint.

Any employee, regardless of position, who believes that he/she has been subjected to harassment, including sexual harassment, by anyone, including supervisors, managers, co-employees, clients and/or customers, **must** file a written complaint with the Office of Equal Employment Opportunity, 141 Pryor Street, SW, Suite 2043, Atlanta, Georgia 30303. Complaints of harassment, including sexual harassment, can be filed directly with the Office of Equal Employment Opportunity or with the U.S. Equal Employment Opportunity Commission (EEOC). Complaints should include a description of the alleged behavior complained of, the date(s) of the alleged behavior, the identity of the person committing the alleged harassment and the name of any person(s) who may have knowledge of facts or circumstances surrounding the complaint.

Employees *do not* have to report harassment, including sexual harassment, to their immediate supervisor or go through their supervisory chain of command before notifying the OEEO or the EEOC. In fact, *employees are specifically authorized to bypass their supervisors (and supervisory chain of command) and go straight to the OEEO or the EEOC to file a complaint of harassment, including sexual harassment.* In those instances where an employee is not comfortable with their ability to write a complaint, the OEEO will lend whatever assistance is needed to formalize the complaint. A complaint of harassment, including sexual harassment, will be confidential to the degree possible during the investigation. The OEEO shall have the discretion to open a compliance review when it is placed on notice of alleged harassment and no one is willing to come forward as a complainant.

After receiving a complaint, the OEEO shall review the complaint and discuss the allegations with the Complainant. Thereafter, the OEEO shall confer with the person alleged to have committed the harassment (the Alleged Harasser) and request the alleged harasser, through his/her appointing authority ("Respondent"), to answer the complaint in writing. The OEEO will investigate the facts contained in the complaint, including reviewing all documentary evidence and interviewing persons it determines may have knowledge of the alleged harassment. The OEEO may recommend corrective action to stop inappropriate conduct before it rises to the level of a violation of this policy. The OEEO generally will develop a written Case Summary Report after the conclusion of its investigation. The Office of EEO also will advise the Complainant and the Respondent of the results of the investigation.

The investigation and all documentary evidence shall be confidential and privileged to the degree possible until such time that the complaint is resolved. Thereafter, in accordance with the Georgia Open Records Act, the complaint and investigatory file may be subject to public disclosure within 10 days after the complaint is closed by the Office of EEO or the U.S. Equal Employment Opportunity Commission.

All complaints of harassment, including sexual harassment, must be filed as soon as possible with the OEEO within 30 days of the last date of harassment.

Policy and Procedure, continued

#100-30

Employees also should be aware that they have an absolute right to file a charge of discrimination/harassment with the U.S. Equal Employment Opportunity Commission. Nothing in this policy shall be construed to require a complainant to file a written complaint with the OEEEO prior to or in lieu of seeking redress with the U.S. Equal Employment Opportunity Commission. The U.S. Equal Employment Opportunity Commission's timelines for the filing of charges provides that a complaint be filed within 180 days of the last date of harassment, not from the date that the County OEEEO complaint is filed.

Prohibition Against Retaliation:

Fulton County Government strictly prohibits retaliation against: 1) any employee or citizen who opposes any act or practice they perceive to violate this policy; and 2) any employee who has made a charge, testified, cooperated, assisted or participated (in any manner) in any EEO-related investigation, proceeding or hearing. Retaliation is a separate violation, distinct from the initial, underlying discrimination allegation. Individuals engaging in retaliation shall be subject to discipline without regard to whether there has been a finding of cause in the initial harassment complaint. Any employee who feels they have been subjected to retaliation should contact the Office of EEO immediately.

Disciplinary Action:

All disciplinary action for violation of this policy shall be taken by the County Manager or Appointing Authority, and shall be governed by the guidelines set forth in Article 13, PR 1800-2 of the Personnel Regulations of Fulton County. Appeals of disciplinary actions by permanent classified employees shall be made to the Personnel Board or to the Grievance Review Committee. Officials appointed by the Board of Commissioners of Fulton County may seek redress for any disciplinary action before the Board.

While the County encourages any employee to raise any question or concern he/she may have regarding misconduct or this policy, the County also recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals falsely accusing another of misconduct will be disciplined in accordance with the County Personnel Regulations up to, and including, termination.

Departmental Sponsor: Office of the County Manager

Policy Review Date: June 2007

References: Minutes of the Board of Commissioners, November 16, 1991
Minutes of the Board of Commissioners, July 20, 1996
Minutes of the Board of Commissioners, June 16, 2004

Departments Affected: All Departments and Offices of Appointed or Elected Officials



POLICY AND PROCEDURE

SUBJECT: No Smoking Policy

DATE: June 20, 2001

NUMBER: 300-4

Statement of Policy:

In light of its role as the leading cause of premature death and disability in our country, the U. S. Surgeon General has stated that smoking is "Public Health Enemy #1". Smoking can be hazardous to the health of smokers and non-smokers. Research has shown that non-smokers with chronic heart or lung disease can experience distress when exposed to sufficient concentrations of second hand smoke. Many allergic individuals and healthy non-smokers report discomfort when exposed to involuntary smoking, and non-smokers' risk of developing severe lung disease is increased.

The Fulton County Commissioners are dedicated to providing a healthy, comfortable and productive work environment for employees and the public we serve. This goal can be achieved only through on-going efforts to protect non-smokers and to help employees adjust to restrictions on smoking. To help achieve this goal, Fulton County has enacted Chapter 34 (Health and Sanitation), Article III of the Fulton County Code, wherein the County has established the "Clean Indoor Air Ordinance".

Responsibilities:

This policy and procedure shall apply to all Fulton County employees, elected officials and contract personnel. Persons visiting County facilities shall comply with the County's smoking restrictions.

Procedures:

As of June 19, 1991, smoking was prohibited in any Fulton County owned or leased enclosed building. Loading docks, stairwells and parking garages are included in this prohibition on smoking areas.

Smoking will not be permitted in any Fulton County owned or leased motorized vehicle or motorized piece of equipment.

Policy and Procedure, continued

#300-4

This policy will in no instance conflict with any existing or future regulations established for fire, health or safety reasons. Buildings owned by the County, but leased to other agencies or individuals are exempt from this policy. However, if the leased building is considered a "public building", then the subject agency (i.e., lessee), although exempt from Fulton County's Policies and Procedures, is responsible for complying with state law regarding public buildings.

- A. Department heads and elected officials will widely disseminate this policy to all employees.
- B. All new County employees will be informed of the no smoking policy during the initial Fulton County Personnel Department Orientation.
- C. Signs will be placed in all appropriate spaces in County buildings indicating that smoking is not allowed. Signs will be installed by the General Services Department to ensure a professional appearance.

Enforcement: The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All employees share in the responsibility for adhering to and enforcing this policy. Any conflict should be brought to the attention of appropriate supervisory personnel. In all cases, the right of the non-smoker to protect his or her health and comfort will take precedence over an employee's, a visitor's or a customer's desire to smoke.

Violation of this policy could subject the offender to possible Fulton County administrative discipline (Art. 18 – Smoking in Unauthorized Places), as well as criminal punishment, as referenced in § 34-69 Fulton County Code of Laws, and state law (i.e., O.C.G.A. § 16-12-2). Further, nothing in our policy is to be construed as, or inconsistent with, state law regarding smoking in public facilities.

Department heads will take actions as necessary to ensure his or her employees comply with this policy.

Departmental Sponsor: General Services Department

Policy Review Date: July 2003

References: Minutes of the Board of Commissioners, March 20, 1991.
 Minutes of the Board of Commissioners, June 19, 1991.
 Minutes of the Board of Commissioners, June 15, 1994.
 Minutes of the Board of Commissioners, June 20, 2001.

Departments Affected: All Departments and Offices of Appointed or Elected Officials

FULTON COUNTY CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

2.0 REFERENCES

- 1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 1.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 1.3 Fulton County Safety and Health and Requirements
- 1.4 Georgia Department of Transportation Regulations and Requirements
- 1.5 US Department of Transportation Requirements
- 1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 1.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractors and Fulton County designated Safety Representative(s).

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

The Contractor is responsible for:

1. Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
2. Reporting all accidents, incidents and near misses as required in the safety guidelines;
3. Coordinating the investigation of major accidents and incidents with the Project Manager;
4. Designating an employee on the site to be responsible for the Contractor's safety

program; and

5. Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

4.0 PROCEDURE

- 4.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-Contractors, and the 'general public.
- 4.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 4.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification, Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

5.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

1. Written policy that prohibits the use, transportation, sale and possession of these materials

2. Disciplinary action plan for violations
3. Any treatment or reinstatement reemployment options
4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guidance documents.

6.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband
5. Controlled chemicals or chemicals recognized as being able to be used for improper purposes

7.0 EMERGENCY PROCEDURES/GUIDELINES

7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

1. Fire
2. Employee injury
3. Pedestrian injury due to work activity of any kind
4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
5. Public demonstrations

6. Bomb threats
7. Flood, Wind, Lightening, Hail
8. Terrorists Threats
9. Work place violence

7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

8.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff.

8.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.

8.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office.

8.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information.

8.5 A written accident investigation report containing the following information a minimum must be forwarded to the Fulton County's designated Representative within twenty-four (24) hours of incident.

1. Company Name
2. Location
3. Date and Time of incident
4. Description of incident
5. Names of all parties involved and all witnesses
6. Corrective action(s) taken to prevent recurrence
7. If the incident involves injury or illness, the following information must be provided:
 - a) A medical description of the injury or illness
 - b) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
 - c) If the public is involved, information about treatment and treatment location.
8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

9.0 JOB SAFETY ANALYSIS

9.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.

9.2 The job safety analysis should follow National Safety Council, AGC, or

other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.

- 9.3 The Contractor must maintain a file for all job safety analysis forms, which is Accessible for review.

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self-Auditing Requirements

10.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.

10.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative.

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

10.3.1 The Contractor must notify the Fulton County designated Representative whenever a 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.

10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.

10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.

10.4.2 After this review the findings may identify areas needing improvement.

10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior

management.

- 10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed by Fulton County's designated Representative A written action plan to address the Contractor's performance issues may be developed.
- 10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

11.0 SAFETY MEETINGS

- 11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

12.0 TRAINING, INSPECTION AND CERTIFICATION

- 12.1 Employee Training
 - 12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Subcontractor employees and competent persons working on the site including any required craft training,
 - 12.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
 - 12.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
 - 12.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.

- 12.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.
- 12.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project
- 12.1.7 Equipment Certification and Inspection
- 12.1.8 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
- 12.1.9 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
- 12.1.10 The Contractor must maintain a job site file for these required inspections and certifications.
- 12.1.11 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.
- 12.1.12 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

13.1 Return to Work Policy*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

13.2 Fire Prevention Program*

The Contractor and each Sub-Contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal, it must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

13.3 Hazard Communication (HAZCOM)*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.
- Understand product-warning labels.
- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

13.4 Personal Protective Equipment (PPE)*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner, PPE required will vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 65 dBA is required.
- Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.
 - Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees may be exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
 - Long pants are required.

13.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets 051-iA requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

13.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to:

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

13.7 Electrical Tools, Equipment, and Systems*

- The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA,
- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

13.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation, Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training

- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

13.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub-Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than. 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

13.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926,451 and ANSI A10.8. Some program elements include but are not limited to:

- User training for all employees who may use scaffolds;
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding;
- Daily inspection by competent person. Must implement daily tag system to document inspection;
- Must have engineering approval for scaffolds above 100 feet in height;
- Must be able to document competent person credentials; and
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall

on people below. If guardrails or decking is not complete, fall protection must be used.

13.11 Cranes and Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by 051-IA and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stop the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

13.12 Use of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

13.13 Personal Lifts with Articulating Booms (Jig) and Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.

- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

13.14 *Ladders**

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.
- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Homemade ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.
- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

13.15 Tools and Equipment

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

13.16 Compressed Gas Cylinders*

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be stored separately or separated in accordance with the appropriate code.
- Compressed gas cylinders are not allowed inside confined spaces.

13.17 Welding, Burning, and Cutting*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.

- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

13.18 Sanitation and Housekeeping*

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean-up and trash and debris removal.

13.19 Hearing Conservation*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents,

14.1 Asbestos Removal

14.2 Lead Based Paint Removal

14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)

14.4 Hazardous Waste Operations and Training

- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection
- 15.8 Trained flaggers

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from overhead and other construction hazards

16.5 Site Traffic Control

16.6 Barricading off hazardous areas and open pits and holes

Exhibit C

Addenda



Date: December 2, 2021

Project Number: 21RFP132087K-DB

Project Title: DESIGN/BUILD SERVICES FOR THE FULTON COUNTY
GOVERNMENT CENTER COOLING TOWER REPAIR AND RETROFIT

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 15th day of December, 2021.

Mallory & Evans Service Co., Inc.

Legal Name of Bidder/Proposer

Signature of Authorized Representative

Account Manager

Title



Date: December 7, 2021

Project Number: 21RFP132087K-DB

Project Title: DESIGN/BUILD SERVICES FOR THE FULTON COUNTY
GOVERNMENT CENTER COOLING TOWER REPAIR AND RETROFIT

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 15th day of December, 2021.

Mallory & Evans Service Co., Inc
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Account Manager
Title

EXHIBIT D

Bid Form (Compensation)

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$1,677,706.00. The detailed costs are provided on the following page.

**SECTION 5 – COST PROPOSAL FORM
PROPOSAL FORM**

Submitted To: Fulton County Government

Submitted By: Mallory & Evans Service Co., Inc.

For: **Proposal #21RFP132087K-DB; FULTON COUNTY GOVERNMENT CENTER
COOLING TOWER REPAIR AND RETROFIT**

Submitted on December 16, 2021

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Proposers and General Conditions furnished prior to the openings of Proposals; that he has satisfied himself relative to the work to be performed.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the provided, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE PROPOSAL PLUS ANY ALTERNATES AS DETERMINED BY THE COUNTY IS
THE AMOUNT UPON WHICH THE PROPOSER WILL BE FORMALLY EVALUATED AND
WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE PROPOSER.

The base Proposal may not be withdrawn or modified for a period of sixty (60) days following the receipt of Proposals.

BASE PROPOSAL AMOUNT (Do not include any Proposal Alternates)

\$ 1,341,482.00

(Dollar Amount in Numbers)

One million three hundred forty-one thousand four hundred eighty-two dollars

(Dollar Amount in Words)

The Proposer agrees hereby to commence work under this Contract, with adequate personnel

and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Proposer declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Proposer proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Proposer also understands that payment will be made on the basis of actual quantities at the unit price Proposal and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

Proposer: Mallory & Evans Service Co., Inc.

Proposer shall list the required compensation for the performance of these Design/Build Team services per the table below. Proposer shall include all cost for travel, parking, printing, telephone, reproductions, copies, etc... as part of their compensation in the values of the table below. No additional compensation for any other incurred expenses shall be chargeable to Fulton County.

Item No.	Description	Total Price (\$)
1	Scope of Work	\$1,341,482.00
2	Owner Controlled Contingency	\$ 150,000.00
	Total Base Proposal Amount (Items 1 & 2)	\$ 1,491,482

ALTERNATE #1 (add additional lines as needed)

DESCRIPTION	Add/Deduct	TOTAL COST
SIDESTREAM FILTRATION	Add	\$ 57,989

ALTERNATE #2 (add additional lines as needed)

DESCRIPTION	Add/Deduct	TOTAL COST
GENERATOR DOCKING STATION (CAMLOCK)	First Generator Docking Station Already Included Second Generator Docking Station: Add	\$128,235

The Proposer furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Proposer Bond accompanying his Proposer and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Proposer Bond in the approved form, in the sum of:

Five percent of bid Dollars

(\$ Five percent of bid) according to the conditions of "Instructions to Proposers" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposer considers and incorporates any modifications to the originally issued Solicitation Documents included therein.

ADDENDUM # 1 DATED December 2, 2021

ADDENDUM # 2 DATED December 7, 2021

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

PROPOSER: Mallory & Evans Service Co., Inc.

Signed by: John Catalfano

[Type or Print Name]

Title: VP/General Manager

Business Address: 625 Kentucky Street

Scottdale, GA 30079

Business Phone: 404-297-1007

Note: If the Proposer is a corporation, the Proposer shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Proposer, as principals, are as follows:

Name	Address
John Catalfano	625 Kentucky St., Scottdale, GA 30079

Exhibit E

Bonds

(Bid, Payment & Performance

BID BOND

**#21RFP132087K-DB; DESIGN/BUILD SERVICES FOR FCGC COOLING
TOWER REPAIR AND RETROFIT**

**STATE OF GEORGIA
COUNTY OF FULTON**

KNOW ALL MEN BY THESE PRESENTS, THAT WE Mallory & Evans Service Company, Inc.
625 Kentucky Street, Scottdale, GA 30079
hereinafter called the PRINCIPAL, and Western Surety Company
151 N. Franklin Street, 17th Floor. Chicago, IL 60606
hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of
SD _____ and duly authorized to transact Surety business in the
State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in
the penal sum of Five (5%) Percent of Principal's Bid
_____ Dollars and Cents (\$ _____) good and lawful money of the
United States of America, to be paid upon demand of the COUNTY, to which payment well and
truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly
and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **#21RFP132087K-DB;
Design/Build Services for FCGC Cooling Tower Repair and Retrofit**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the
PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the
COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon
the terms, conditions and prices set forth therein, in the form and manner required by the
COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to
the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in
form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to
be and remain in full force and virtue in law; and the SURETY shall upon failure of the
PRINCIPAL to comply with any or all of the foregoing requirements within the time specified
above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful
money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum.

The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 20th day of December, 2021

ATTEST:

Mallory & Evans Service Company, Inc.

PRINCIPAL

Johnny Dixon

(SEAL)

BY 

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Steve Morris, certify that I am the Secretary of the Corporation named as principal in the within bond; that Johnny Dixon, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

Steve Morris
SECRETARY

(CORPORATE SEAL)

Western Surety Company

SURETY

Kevin M. Neidert, Attorney-in-fact

(SEAL)

BY 

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

P D Yates III, Alan R Yates, Michael L Angel, Michael S Brickner, Robert N Reynolds, Daniel Yates, Tina Marsh, Betsy J Holmes, Brian K Hughes, Dana D Rutledge, Gary Spuller, Sandra Lawrence, Kevin M Neidert, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

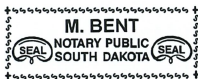
State of South Dakota
County of Minnehaha

} ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of December, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

PAYMENT BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means #21RFP132087K-DB; Design/Build Services for FCGC Cooling Tower Repair and Retrofit

"Principal:" (Legal Name and Business Address),
called the

[Insert Name of Contractor (hereinafter
"Principal")]

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☐ Corporation

"Surety:" (Name and Business Address)

duly authorized by the Commissioner of
Insurance of the State of Georgia to
transact surety business in the State of
Georgia.

"Contract:" Agreement between Principal and Owner, dated ____ day of _____,
20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of _____, _____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means #21RFP132087K-DB; Design/Build Services for FCGC Cooling Tower Repair and Retrofit

"Principal:" (Legal Name and Business Address),

[Insert Name of Contractor (hereinafter called the "Principal")]

Type of Organization ("X" one):

☐ Individual
☐ Partnership
☐ Joint Venture
☐ Corporation

"Surety:" (Name and Business Address)

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]_____.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder,

arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

END OF SECTION

Exhibit F

Scope of Work and Technical Specifications

SCOPE OF WORK

The Contractor shall provide and furnish all materials, labor, tools, equipment and appurtenances necessary for this project.

The ceramic cooling towers serving the Fulton County Government Center are in need of a full retrofit. These cooling towers are the sole means of heat rejection for the office HVAC systems provided by the central chilled water plant. The Government Center requires 24-hour cooling availability for office space. There are also emergency generators whose heat is rejected by these cooling towers, with no other means of heat rejection. There are however alternate heat rejection systems for data center spaces and the County's Emergency 911 facility.

The contractor will provide the design/build services to repair the cooling tower, while maintaining the operation of the central chilled water plant and heat rejection service for the emergency generators. No building services can be interrupted except for the minimum necessary for the transition to and from temporary services. No work shall impede the operations of County staff. All loud work, such as but not limited to, cutting, sawing, drilling, etc. and necessary disruption of utility services shall be performed outside of regular business hours.

One Design/Build Team will be awarded the specific scope of this work is as follows below. While this scope envisions certain strategies for achieving the end goals of the cooling tower rehabilitation, temporary heat rejection and/or temporary cooling, and other miscellaneous upgrades, the Design/Build Team is not limited from developing alternate strategies that accomplish these end goals, and is encouraged to do so. Alternate strategies must be documented in the Proposal for evaluation by the County for acceptability relative to operations of building systems or building personnel, final condition of the physical plant, etc.

A. PRELIMINARY TO COOLING TOWER SHUT DOWN:

1. Take measurements of both existing fans amp readings at full speed operation. Take any measurements of fan blade pitch, alignment or other measurements to allow proper adjustments of the re-installed fans, motors and transmissions.
2. Provide dimensions of existing tower to a cooling tower supplier for the order of a new engineered piping distribution system of new PVC piping and polypropylene nozzles. In addition, new PVC drift eliminators should be ordered along with all necessary support structure.
3. Take measurements and order fabrication of two (2) new stainless-steel access doors to replace the two (2) existing spray area access doors which are badly corroded.
4. Design and fabricate an access platform with guard rails for safe access to the spray area doors. The platform should be attached and supported between the two (2) concrete walls and be connected to the existing access platform with a new OSHA compliant ladder. The design must be sealed by a structural engineer licensed in the State of Georgia
5. Design and install an alternate means of rejecting heat from the chilled water system.

One possibility for consideration is to design and install connections to the central plant piping connection points for one (1) or two (2) temporary air-cooled chillers (depending on the season). The seasonal chiller plant load profile has not been rigorously studied. Generally, two 600-ton chillers have been needed in the summer, but they are not fully loaded. The winter load can generally be satisfied by the 400-ton chiller unless the day is unusually mild and sunny. The existing plant is a primary-secondary loop system and connection is recommended on the primary loop.

The two (2) 600-ton and one (1) 400-ton chillers cannot operate without the cooling tower. Temporary chillers might be parked on Mitchell Street and piping routed through the Mitchell Street parking entrance to the chiller plant, but the use of the street falls under the jurisdiction of the City of Atlanta. The Contractor is responsible for securing and paying for all permits for a street lane closure.

Up to two of the garage fans may be removed to provide a path for the piping and temporary electrical connections. The fans must be reinstalled after the removal of temporary piping and electrical cables.

The air-cooled chillers may be powered by temporary connections to the existing services of the (2) two 600-ton chillers, or through use of dedicated temporary generators. Coordinate planned pipe and cable routing with the County.

No work obstructing the entry and exit lanes can occur during occupied hours and obstructing work must be coordinated in advance. The temporary services cannot limit the use of the entry and exit lanes once installed. No parking spaces in the underground parking garage can be sacrificed by the project.

The County is open to other strategies for maintaining the use of the central plant while the cooling towers are repaired.

6. There are two (2) Emergency Generators, #1 - 1000KVA (750kW) and #2 - 750KVA (500kW) serving the building. These generators must either remain in use with alternate methods of heat rejection or portable generator(s) of the same capacity must be provided to sufficiently serve the building during the retrofit of the cooling towers. Design/Build Team should either design and construct (i) a system to provide a separate temporary heat rejection system or (ii) a system using portable generators. Location of temporary heat rejection system in the limited space available must be coordinated and approved by the County. No parking spaces can be sacrificed and the use of the entry and exit lanes into the underground parking cannot be interrupted during normal business hours.

One possibility of alternate heat rejection would be to install piping, valves, and controls to allow chilled water to be used in place of cooling tower water in the existing two heat exchangers. There are existing taps in the central plant that could be considered for this purpose.

Note: There are multiple transfer switches to different emergency power systems and automatic emergency startup of the temporary generators must be addressed in the design.

Note: The existing city water booster pump capacity is not adequate for the volume needed for temporary wasted water cooling.

B. DURING COOLING TOWER SHUT DOWN:

1. Before shutting down and draining the condenser water system, connect the temporary chiller(s), and generators if used, to their existing respective chilled water and emergency power systems.

Chiller(s) and generators shall be parked on Mitchell Street and utilize the Mitchell Street underground parking entrance for access of piping and power cables.

Cables and piping shall be routed and suspended as required to minimize interference with normal underground parking access. The underground parking area only has access to Mitchell Street through four (4) available lanes for traffic. Access for three (3) lanes of traffic on Mitchell Street must be maintained during use of temporary cooling or emergency equipment on the street. The County will be responsible for administering traffic through the underground parking entry and exit, but not for traffic along Mitchell Street.

2. Remove existing piping, nozzles, drift eliminators and supports interior to the tower. Existing fill is ceramic tile and will remain. Existing fans, gear boxes and electrical disconnect boxes and wiring on fan support beam shall be removed for the replacement of fan mounting plates.

3. Inspect the concrete support beam and report any signs of defects or damage.

4. Replace motor and fan mounting plates with new plates. Re-install gearboxes, motors, and fans.

5. Relocate fan disconnects to accessible upper portion of discharge cylinders in NEMA 4X enclosures. Coordinate final location with County.

6. Remove the two (2) defective 14" pneumatic isolation valves in each cell's exterior upper return piping. Re-pipe 14" cell return lines and modify 16" return mains to provide new butterfly isolation valves with chain wheel operators and position indicators. New isolation valves shall be located in the interior of the chiller plant. An additional pipe opening will be required in the exterior wall to feed each cell from the interior of the chiller plant. New valves shall be ladder accessible from the chiller room floor.

Alternatively, the Contractor can propose a solution of replacing the valves in situ, provided that means are made for being able to operate the valves manually from the plaza via a valve box extension, chain operator, etc. Position indication would also need to be readable from the plaza level. Any solution would need to be low in profile so as not to detract from the general aesthetics of the plaza.

7. Using the installed and completed tower access platform remove the two (2) existing corroded access doors to the spray area and install the new stainless-steel access doors in the concrete opening.

8. Install new interior engineered water distribution piping systems, nozzles and supports for the chiller system.

9. Install the new interior engineered water distribution piping system in Cell #1 for the generators condenser water. Inspect and replace return piping from inside the generator room wall to the tower connections.

10. Install new drift eliminators and supports.

11. Modify the existing gearbox oil lines and/or provide additional access so that they can be maintained for proper gearbox lubrication. Provide an oil change for the existing gear boxes.

12. Provide inspection port in condenser water pump inlet piping suitable for a pipe camera to be fed down for inspections.

13. Cooling tower shall be aligned and fan balanced for smooth vibration free operation. Reinstall vibration switches. Fan blades shall be adjusted as necessary to match motor amperage of tower before the retrofit. Balance chiller condenser water flow for equal flow to each tower cell.

14. Clean and caulk stress cracks in concrete walls around the cooling tower to a water-tight condition to protect any exposed structural reinforcement from corrosion. Seal and caulk all pipe penetrations and sleeves in surrounding cooling tower concrete structure.

15. Install a new condenser water pressure reducing valve with isolation valves and bypass valve. Provide new RPZ-type back flow preventers at chilled water and condenser water makeup water connections. Repair the chilled water pressure reducing valve.

16. Replace the existing CHW expansion tank with a new expansion tank of equal size and capacity, located in the chiller plant room. Alternatively, the bladder may be replaced with the tank to remain.

17. Paint all new and existing ferrous piping, platform, and supports interior and exterior to the cooling tower and chiller room. Use a direct to metal corrosion resistant paint.

18. After all retrofit work is completed, flush clean and refill the condenser water system and coordinate with County's chemical treatment service to restore cooling tower water treatment to recommended levels. Adjust bleed rate and basin water level. The County will be responsible for compensating the chemical treatment vendor.

19. After retrofit of new cooling towers, the emergency generators will be returned to the normal means of cooling by heat exchangers with cooling tower water. Depending on the temporary measures taken by the Design/Build Team a portion of the backup system should remain. If remote coolers are provided they should remain in place for future backup use. If portable generators are used the portable generators will be removed, and disconnected; however, generator docking stations and feeders will remain permanently. Facility's existing generators will be reconnected to return the generator connections to the "before the cooling tower renovation" status.

20. Demonstrate operation of cooling tower and reconnection of generators to the County at completion of project. Provide test and balance report on tower fan amperage and condenser pump pressure drops and amperages. Demonstrate other new elements of this project to be in proper working order.

21. One of the goals of this project after its completion is to allow relatively safe ability to shut down one tower cell and access that cell for maintenance to either fan or nozzle distribution while the other tower cell remains in operation.

Design/Build Team shall be responsible for coordinating access and material storage, as needed to complete work.

The Design/Build Team shall be responsible for patching and painting all new wall penetrations created by the project.

Fulton County personnel will assist one (1) team of Design/Build Team personnel. Facility operators will be available to operate equipment as needed.

C. AFTER COOLING TOWER SHUTDOWN:

The gratings which cover the access down into the cooling towers from the plaza are heavy and require at least two personnel to operate. The Proposer shall design and install a method of mechanical assistance so that one person may be able to operate the gratings. The structural design of the grate and the attachments to the cooling tower shall be sealed by the licensed structural engineer.

D. ALTERNATES:

The Contractor shall provide individual prices for each of the Add Alternates as described below:

1. SIDESTREAM FILTRATION

Design, plan, and execute installation for the addition of a side stream type sand filter for the cooling tower loop to be located on the main between condenser water pumps and chiller connections. Sand filter shall have a minimum capacity of 180 GPM across the filter. It shall be provided with its own skid mounted pump, backwash valves, sensors and automatic backwash controls. Backwash shall utilize cooling tower water for wasted backwash. A backwash hold tank, with approximately 1300 lbs of sand shall be designed and sized to meet up to the full capacity of the sand filter's backwash for its duration and to allow regulated flow discharge to an existing sump at the rear of the plant for eventual disposal by the existing sump pump. The filter tank shall be a vented atmospheric tank with removable covered hand holes for periodic cleaning and inspection. Install new side stream, skid mounted, sand filter system with isolation valves on CW main and install new backwash holding tank.

Design, plan, and execute installation for the addition of a side stream configuration for bag filters on the Chilled Water loop piping. The configuration should use at least two 5-gallon bypass chemical pot feeders with filter cartridge or bag options installed. Enough filters should be supplied for at least 4 changes of 20-micron filters and 4 more changes of 5-micron filters for each pot feeder. Installing these at the secondary CHW pumps will allow better utilization than at the primary chiller pumps. Install new CHW bypass pot feeders with 20-micron filters installed. Turn over the additional filters to the Owner for stock.

2. GENERATOR DOCKING STATION (CAMLOCK)

The Design/Build Team will design and install permanent generator docking station(s) (CAMLOCK) that shall be provided near the Mitchell Street entrance. The intent is to serve the building emergency loads from the portable generators during the retrofit of cooling towers. Existing generators would be disconnected during that time. Feeders for portable generators can be run overhead in the parking deck from the generator docking station to electrical rooms; however, they must not restrict any vehicular access or driveway. Docking station location(s) must be coordinated with the Owner and must be located within reach of the temporary generators. It is responsibility of the Design/Build Team to determine the best possible connection points for the best outcome.

Exhibit G

Exhibits

- **Construction Drawings (Reference Solicitation Document)**
- **Photos of existing Cooling Tower (Reference Solicitation Document)**

Exhibit H

Purchasing Forms

STATE OF GEORGIA
COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Mallory & Evans Service Co., Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

205994

EEV/Basic Pilot Program* User Identification Number

Mallory & Evans Service Co., Inc.

BY: Authorized Officer of Agent (Insert Contractor Name)

VP/ General Manager

Title of Authorized Officer or Agent of Contractor

John Catalano

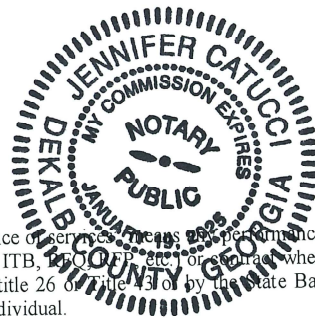
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16 day of December, 2021

Notary Public: [Signature]

County: DeKalb

Commission Expires: 01/19/2025



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means the performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 of the Code of Georgia or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#21RFP132087K-DB

Design/Build FCGC Cooling Tower Repair and Retrofit



Mallory & Evans Service Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007 | info@malloryandevans.com

Part 2 – Georgia Security and Immigration Subcontractor Affidavit

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Malory & Evans Service behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

323026

EEV/Basic Pilot Program* User Identification Number

Justin Slay
BY: Authorized Officer of Agent
(Insert Subcontractor Name)
B&D Concrete Cutting, Inc.

Corporate Representative
Title of Authorized Officer or Agent of Subcontractor

Justin Slay
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 15th day of December, 2021

Brooklyn Naylor
(Notary Public)

(Seal)

Commission Expires: _____

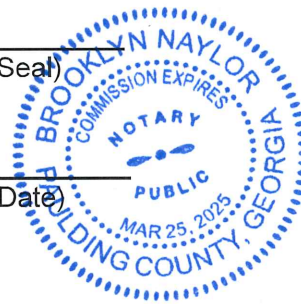
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#21RFP132087K-DB

Design/Build FCGC Cooling Tower Repair and Retrofit



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Mallory & Evans Service behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

465637

EEV/Basic Pilot Program* User Identification Number

Darin Baugher

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Sr. VP of Sales & Marketing

Title of Authorized Officer or Agent of Subcontractor

Darin Baugher

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 17th day of December, 2021

Traci Robinson

(Notary Public)

(Seal)

Commission Expires: 03/19/2023

(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Mallory & Evans Service Co., Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

318400

EEV/Basic Pilot Program* User Identification Number

Billy Hancock Jr
BY: Authorized Officer of Agent

(Insert Subcontractor Name) Heaton Erecting, Inc

General Manager

Title of Authorized Officer or Agent of Subcontractor

Billy Hancock Jr

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 15th day of December, 2021

[Signature]
(Notary Public)

(Seal)

Commission Expires: June 4, 2024

(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#21RFP132087K-DB

Design/Build FCGC Cooling Tower Repair and Retrofit

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Mallory & Evans Service Co., Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1618474

EEV/Basic Pilot Program* User Identification Number
Portable Air and Power, LLC

BY: Authorized Officer of Agent
(Insert Subcontractor Name)
President / General Manager

Title of Authorized Officer or Agent of Subcontractor
Christopher A. Willingham

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 17th day of December, 2021

(Notary Public)

(Seal)

My commission expires July 1, 2024.

Commission Expires: _____
(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#21RFP132087K-DB

Design/Build FCGC Cooling Tower Repair and Retrofit

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Mallory & Evans Service Co., Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

432948

EEV/Basic Pilot Program* User Identification Number

Staples Insulation, Inc.

BY: Authorized Officer of Agent

· (Insert Subcontractor Name)

Kimberly Staples President

Title of Authorized Officer or Agent of Subcontractor

Kimberly Staples

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 15th day of December, 2021

Amanda Reagin

(Notary Public)

(Seal)

Commission Expires: 2/19/2022

(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Mallory & Evans Service Co., Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer of Agent
(Insert Subcontractor Name)

Branch Manager
Title of Authorized Officer or Agent of Subcontractor

Jibri Johnson
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 15 day of December, 2021

[Signature]
(Notary Public) (Seal)

Commission Expires: 10/12/24
(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#21RFP132087K-DB

Design/Build FCGC Cooling Tower Repair and Retrofit

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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628879

EEV/Basic Pilot Program* User Identification Number

WSP USA CORP

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Senior Vice President

Title of Authorized Officer or Agent of Subcontractor

Michael Connor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

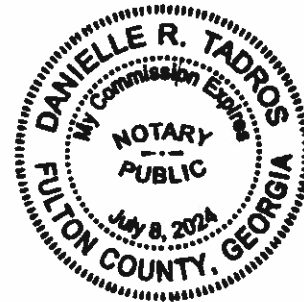
This 15th day of December, 2021

Danielle R. Tadros

(Notary Public)

(Seal)

Commission Expires: July 8, 2024
(Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



Mallory & Evans Service Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007 | info@malloryandevans.com

Licenses

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Mallory & Evans Service Co., Inc.

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant

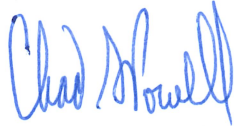
Professional License Type: Conditioned Air - Non-Restricted

Professional License Number: CN003009

Expiration Date of License: 11/30/2023

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

A handwritten signature in blue ink, appearing to read "Chad Howell", is written over the "Signed:" label.

Date: December 16, 2021

(ATTACH COPY OF LICENSE)



Department of Planning & Sustainability
Division of Business Licensing
330 Ponce De Leon Ave., Decatur, GA 30030
(404) 371-2461
BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

MALLORY/EVANS SERVICE COMPANY
625 KENTUCKY ST
SCOTTDALE, GA 30079-1124

Business Name:
MALLORY/EVANS SERVICE COMPANY
620 KENTUCKY ST
SCOTTDALE, GA 30079-

This is your Business and Occupation Tax Certificate for 2021. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

..... Detach the certificate below and display it for public view at your place of business.
This certificate must be displayed for public view

Not Transferable

Department of Planning & Sustainability
330 W. Ponce de Leon Avenue, Decatur, GA 30030
BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

MALLORY/EVANS SERVICE COMPANY
625 KENTUCKY ST
SCOTTDALE, GA 30079-1124



DeKalb County
GEORGIA

20

21

ACCOUNT: 115721

**EXPIRES:
12/31/2021**

MALLORY/EVANS SERVICE COMPANY
620 KENTUCKY ST
SCOTTDALE, GA 30079-

Business Description: HEATING & AC SERVICE CONTRACTO

This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Richard H Rhodes

Address:

Monroe GA 30655

Primary Source License Information

Lic #:	CN003009	Profession:	Conditioned Air	Type:	Conditioned Air Non-Restricted
Secondary:		Method:	Conversion	Status:	Active
Issued:	3/8/1979	Expires:	11/30/2023	Last Renewal Date:	9/13/2021

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: December 15, 2021 21:8:23

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: WSP USA Buildings, Inc.

Performing work as: Prime Contractor _____ Subcontractor/Sub-Consultant X

Professional License Type: Professional Engineers and Land
Surveyors

Professional License Number: PEF005286

Expiration Date of License: 06/30/2022

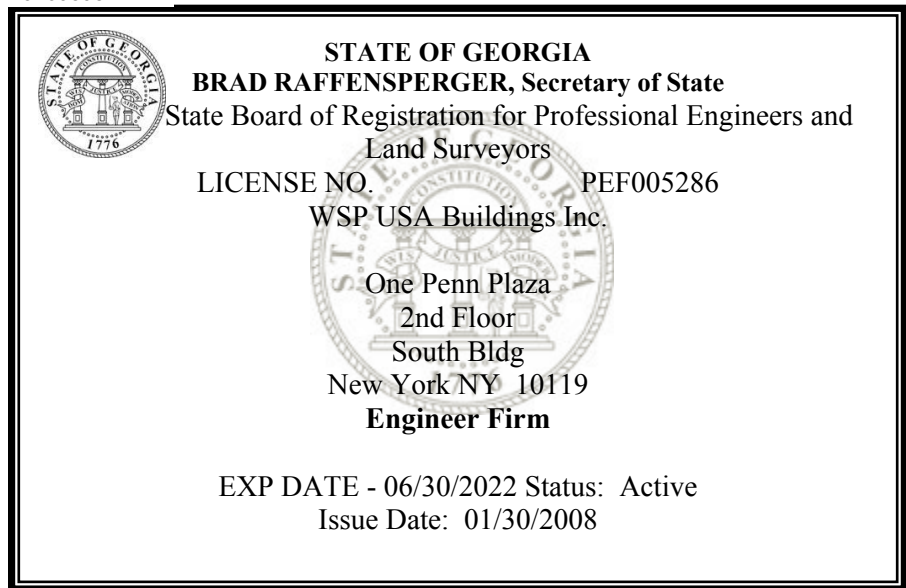
I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:



Date: December 15, 2021

(ATTACH COPY OF LICENSE)



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

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

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

WSP USA Buildings Inc.
One Penn Plaza
2nd Floor
South Bldg
New York NY 10119





Mallory & Evans Service Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007 | info@malloryandevans.com

Local Preference Affidavit

Unfortunately, Mallory & Evans has numerous employees living in Fulton County, but not enough to reach the 51% requirement to receive local preference points.



Mallory & Evans Service Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007 | info@malloryandevans.com

Service Disabled Veteran Preference Affidavit

Unfortunately, Mallory & Evans is not eligible to receive Service Disabled Veteran Business Enterprise preference points.

Exhibit I

Office of Contract Compliance Forms

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Chad Powell),
Name

Account Manager Mallory & Evans Service Co., Inc.
Title Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Chad Powell TITLE: Account Manager

SIGNATURE: 

ADDRESS: 646A Kentucky St., Scottdale, GA 30079

PHONE NUMBER: 678-557-9058 EMAIL: chpowell@malloryevansservice.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Mallory & Evans Service Co., Inc.

DESIGN/BUILD SERVICES FOR THE FULTON COUNTY GOVERNMENT CENTER COOLING TOWER REPAIR AND RETROFIT

ITB/RFP Name & Number: RFP #21RFP132087K-DB

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); ☐ Small Business (SBE); ☐ Service Disable Veteran (SDVBE) ☐ Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.
☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
\$ 623,882 Or 46.5%

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	N/A	% of JV	N/A
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) 717,600

Total Percentage of Certified Subcontractors: (%) 53.5

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: EXECUTIVE VP/GM

Business or Corporate Name: Mallory & Evans Service Co., Inc.

Address: 625 Kentucky Street, Scottdale, GA 30079

Telephone: (404) 297-1007

Fax Number: (404) 297-9626

Email Address: chpowell@malloryevansservice.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.



Mallory & Evans Service Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007 | info@malloryevans.com

GOOD FAITH/UTILIZATION EFFORTS EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

From its inception, Mallory & Evans Service has stated its commitment to equal opportunities in employment and contracting. Our EBO Strategy entails guidelines that will encourage participation by minority and female business enterprises* on our projects. These guidelines will include

- a. Encourage a minimum goal of at least 35% participation by M/FBEs who are Georgia Certified Contractors and Vendors. This goal is expressed as a percentage of the dollar value of the contracts with Georgia Certified Contractors and Vendors to the total projects amount.
- b. Mallory & Evans will use its best efforts to enforce such requirement to our subcontractors, vendors and other parties involve with our business.
- c. Mallory & Evans will use best efforts to meet the goal identified in this Plan for all contracts.
- d. Use M/FBE database and other available sources to identify qualified M/FBEs.
- e. If Mallory & Evans, in its reasonable discretion, determines that any subcontractor has
 - (i) failed to make a good faith effort to comply with this Plan or
 - (ii) intentionally or recklessly reported false M/FBE data,It will exclude such subcontractor from further business opportunities.

In regards to the Fulton County Government Center Cooling Repair and Retrofit Proposal, the potential opportunities within the scope of work of this solicitation that allows for participation of racial, gender or ethnic groups includes:

- The insulation installation
- Coring work
- Electrical
- Other ancillary services

*M/FBE must be considered a Georgia Certified Contractor or Vendor.

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
B&D Concrete Cutting	6215 Purdue Dr., Atlanta, GA 30336	Ryan Kramer	rkramer@bdconcretecutting.com	404-696-0404	Concrete coring	N/A	N/A
Heaton Erecting, Inc.	PO Box 1005, Forest Park, GA 30298	Billy Hancock	billy@heatonerecting.com	404-363-3130	Crane operators	N/A	N/A
Staples Insulation, Inc.	PO Box 2599, Covington, GA 30015	Daniel Staples	staplesins@bellsouth.net	770-788-6202	Insulation	N/A	N/A
Composite Cooling Solutions	4150 International Plaza, Ste 500 Fort Worth, TX 76109	Andrew Reed	areed@compositechcooling.com	817-246-8700	Cooling tower fabrication	N/A	N/A
Sunbelt Rentals	723 Ralph McGill Blvd, Atlanta, GA 30312	Brian Ward	brian.ward@sunbeltrentals.com	404-523-5962	Rental Equipment	N/A	N/A
Portable Air & Power LLC	PO Box 2034, Byron, GA 31008	Chris Willingham	chris@portableairandpower.com	888-365-5943	Rental Equipment	N/A	N/A
Emery & Associates	4025 Pleasantdale Rd., Ste. 460 Atlanta, GA 30340	Greg Kinney	gkinney@emeryassoc.com	770-414-9099	General Construction	N/A	N/A
Victory Electrical Services	3211 East Hwy. 166, Carrollton, GA 30116	Ken Amandolia	Ken.amandolia@att.net	678-428-3448	Electrical Work	N/A	N/A
WSP USA Buildings, Inc.	3340 Peachtree Rd., Ste. 2400 Atlanta, GA 30326	Michael Connor	michael.connor@wsp.com	678-477-3459	Engineering	N/A	N/A

Mallory & Evans Service Co., Inc.

Company Name: _____

DESIGN/BUILD SERVICES FOR THE FULTON COUNTY GOVERNMENT CENTER

Project # & Title: COOLING TOWER REPAIR AND RETROFIT - RFP #21RFP132087K-DB**Printed Signature:** Chad Powell**Date:** December 15, 2021

Exhibit J

Risk Management Insurance Provisions Forms

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Mallory & Evans Service Co., Inc. SIGNATURE: 

NAME: Chad Powell TITLE: Account Manager

DATE: December 16, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2021

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

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

PRODUCER Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	CONTACT NAME: PHONE (A/C. No. Ext): 404-633-4321 FAX (A/C. No.): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com														
INSURED Mallory & Evans Service Company, Inc. 625 Kentucky Street Scottdale GA 30079	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td style="text-align: center;">19488</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C : Amerisure Mutual Insurance Company</td> <td style="text-align: center;">23396</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Federal Insurance Company	20281	INSURER C : Amerisure Mutual Insurance Company	23396	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1628356879**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> </div> </div>			CPP21148740101	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			CA21148730101	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ -0-			CU21148750102	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC21148760102	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Builders Risk/Installation Crime - 3rd Party - Client Cvg			CPP21148740101 6804-3737	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Jobsite/Transit/Temp Ded \$25,000 \$2MM/\$1MM/\$1MM \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations Automobile Liability and Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability, Automobile Liability, and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation; Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits forms, terms, conditions and exclusions.

FORMS

CG 70 48 10 15 - Contractor's Blanket Additional Insured Endorsement - Form A
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 Attn: Purchasing Department
 130 Peachtree Street SW, Suite 1168
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Yates Insurance Agency		NAMED INSURED Mallory & Evans Service Company, Inc. 625 Kentucky Street Scottdale GA 30079	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CG 70 49 04 17 - Contractors General Liability Extension Endorsement
CA 71 15 11 09 - Advantage Commercial Automobile Broad Form Endorsement
CA 71 65 09 11 - Designated Insured - Primary Non-Contributory Coverage When Required by Insured Contract or Certificate
CU 71 01 04 17 - Advantage Umbrella Liability Extension Endorsement
CU 74 67 08 10 – Additional Insured – Primary/Non-Contributory Coverage When Required By Written Contract, Written Agreement, or Certificate of Insurance
CU 24 03 09 00 – Waiver of Transfer of Rights of Recovery Against Others to Us
CU DS 71 02 04 14 - Schedule of Underlying Insurance
WC 00 03 13 - Waiver of Our Right to Recover from Others Endorsement
WC 99 06 45 07 14 -BLKT - (Blanket)Notice of Cancellation or Nonrenewal - Third Party
IL 70 66 07 14-BLKT- (Blanket) Notice of Cancellation, Nonrenewal or Material Change - Third Party

Project: #21RFP132087K-DB Design/Build Services for the FCGC Cooling Tower Repair and Retrofit

Entities: Fulton County Government, Its Officials, Officers and Employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP21148740101	Agency Number 0805518	Policy Effective Date 07/01/2021
Policy Expiration Date 07/01/2022	Date 07/20/2021	Account Number 20077412
Named Insured MALLORY & EVANS SERVICE COMPANY INC	Agency YATES INSURANCE AGENCY, INC.	Issuing Company AMERISURE INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a)** Maps;
- (b)** Drawings;
- (c)** Opinions;
- (d)** Reports;
- (e)** Surveys;
- (f)** Change orders;
- (g)** Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h.** **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a.** Primary;
- b.** Excess;
- c.** Contingent; or
- d.** On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i.** If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph **2.h. Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph **2.h. Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

- j.** The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:
Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
 - 1.** The use of elevators; or
 - 2.** Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
 - 1.** Failure of any products to accomplish their intended purpose;
 - 2.** Breach of warranties of fitness, quality, durability or performance;
 - 3.** Loss of customer approval or any cost incurred to regain customer approval;
 - 4.** Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
 - 5.** Caprice or whim of the insured;
 - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 8.** Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
 - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and
- b. “Product recall expenses”.

- 8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all “product recall expenses” arising out of the same defect or deficiency.

5. **NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) The aircraft is rented to you with a trained, paid crew; and
 - (c) The aircraft is not being used to carry any person or property for a charge.

6. **BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph c. of “Insured Contract” is deleted and replaced by the following:

- c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph f.(1) of “Insured Contract” is deleted.

7. **CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph 2. **Exclusions**, paragraph e. **Contractual Liability** is deleted.

8. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

9. **BROADENED WHO IS AN INSURED**

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2.** Each of the following is also an insured:
- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
 - (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.
- Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:
- (i)** Managers;
 - (ii)** Supervisors;
 - (iii)** Directors; or
 - (iv)** Officers;
- with respect to "bodily injury" to a co-"employee".
- (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by;
 - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c.** Any person or organization having proper temporary custody of your property if you die, but only;

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory

relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded until the end of the policy period.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
2. **SECTION IV**, paragraph **4.b. Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. “Specific Perils” means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or “water damage”.

“Water damage” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD’S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2.**

Exclusions, j. Damage to Property, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15**. is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1)** Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2)** Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

21. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e.** Rental of necessary additional warehouse or storage space;

- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, subparagraph a. **Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

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

23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, exclusion k. **Damage to Your Product** and exclusion l. **Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) "Collapse"; or
- (4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) Fire;
 - (b) Smoke;
 - (c) "Collapse"; or
 - (d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

- B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

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Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

24. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

- (1)** Injury;
- (2)** Disability;
- (3)** Sickness; or
- (4)** Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

- (5)** Anguish;
- (6)** Injury;
- (7)** Humiliation;
- (8)** Fright; or
- (9)** Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

c. All "bodily injury" described in paragraph **3.b. shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.**

25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1)** Coverage under this provision is afforded only until the end of the policy period;
 - (2)** Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3)** Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e.** Any "employee" of yours using:
 - (1)** A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

- (1)** Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

POLICY NUMBER: CA 21148730101

COMMERCIAL AUTO
CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY
COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR
CERTIFICATE**

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective: 07/01/2021	Countersigned By: (Authorized Representative)
Named Insured: MALLORY & EVANS SERVICE COMPANY INC	

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any person or organization with whom you have an "insured contract" which requires:

- i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
- ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

- d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

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COMMERCIAL LIABILITY UMBRELLA
CU 71 01 04 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE UMBRELLA LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **m. Damage To Property**, subparagraph **(2)** is deleted.

The following paragraph is also deleted from paragraph **m. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **m. Damage to Property**, subparagraphs **(3)** and **(4)** are deleted.

Coverage under this provision **2.** does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

3. INCIDENTAL MALPRACTICE

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **s. Professional Services**, subparagraph **(5)** is deleted and replaced with the following:

- (5)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction. This exclusion does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that:
 - (a)** You are not engaged in the business or occupation of providing any services referred to in paragraph **(5)** above; and
 - (b)** Your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, paragraph **(15) Professional Services**, subparagraph **(e)** is deleted and replaced with the following:

- (e)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction. This exclusion does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that:
 - (1)** You are not engaged in the business or occupation of providing any services referred to in paragraph **(e)** above; and
 - (2)** Your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

4. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, paragraph **a.(5) Contractual Liability** is deleted.

5. SUPPLEMENTARY PAYMENTS – INCREASED COST OF BAIL BONDS AND INCREASED LOSS OF EARNINGS

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraph **1. subparagraphs b. and d.** are deleted and replaced with the following:

- b.** Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “occurrence” we cover. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$1,000 a day because of time off from work, in excess of amounts provided by similar coverage(s) included in all “underlying insurance.”

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II – WHO IS AN INSURED**, subparagraph **1.c.(1)** is deleted and replaced with the following:

- (1)** Coverage under this provision is afforded until the end of the policy period;

7. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV – CONDITIONS**, paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, subparagraph **a.** is deleted and replaced as follows:

- a.** You must see to it that we are notified as soon as practicable of an “occurrence” or an offense, regardless of the amount, which may result in a claim. Knowledge of an “occurrence” or an offense by your employee(s) shall not, in itself, constitute knowledge to you unless one of your partners, members, executive officers, directors, or managers has knowledge of the “occurrence” or offense. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV – CONDITIONS**, paragraph **7. Representations Or Fraud** is deleted and replaced with the following:

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this policy if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this policy as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

9. EXTENDED NOTICE OF NONRENEWAL

Under **SECTION IV – CONDITIONS**, paragraph **10. When We Do Not Renew** is deleted and replaced with the following:

10. When We Do Not Renew

If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. EXTENDED NOTICE OF CANCELLATION

Under **COMMON POLICY CONDITIONS**, paragraph **A. Cancellation**, subparagraph **2.** is deleted and replaced with the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.

11. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

12. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

- c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph **(1)** of "Insured Contract" is deleted.

13. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

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

14. FELLOW EMPLOYEE COVERAGE

The following is added to **SECTION II – WHO IS AN INSURED**:

Paragraphs **1.b.(1)(a)(i)** and **1.b.(1)(a)(ii)** do not apply to the extent valid co-“employee” coverage is provided in the “underlying insurance” or would have been provided but for the exhaustion of underlying limits for “bodily injury” and “property damage.” Coverage provided for co-“employees” will follow the terms of the “underlying insurance”.

Paragraph **2.b.(6)** does not apply to the extent valid fellow “employee” coverage is provided in the “underlying insurance” or would have been provided but for the exhaustion of underlying limits for “bodily injury” and “property damage.” Coverage provided for fellow “employees” will follow the terms of the “underlying insurance”.

15. NONOWNED WATERCRAFT

Exclusion **j. Aircraft, Auto or Watercraft**, paragraph **(2)** is deleted and replaced with the following:

[This exclusion does not apply to:]

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

**COMMERCIAL LIABILITY UMBRELLA
CU 74 67 08 10**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY/NON-CONTRIBUTORY
COVERAGE WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN
AGREEMENT, OR CERTIFICATE OF INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

All policy terms apply except as stated below.

Under **SECTION II – WHO IS AN INSURED**, the following is added to paragraph **3**:

If coverage provided to any additional insured is required by a written contract, written agreement, or certificate of insurance, we will provide coverage to the additional insured on a primary basis without contribution from any other valid and collectible insurance available to the additional insured.

Under **SECTION IV – CONDITIONS**, paragraph **5. Other Insurance** does not apply to coverage provided by this endorsement.

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CU 74 67 08 10

POLICY NUMBER: CU 21148750102

COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF INSURANCE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SCHEDULE OF UNDERLYING INSURANCEThe Schedule of Underlying Insurance is part of Policy No. CU 21148750102

Carrier, Policy Number, Policy Period	Type of Policy	Limits of Liability	
AMERISURE MUTUAL INSURANCE COMPANY WC 21148760102 07/01/2021 - 07/01/2022	Standard Workers Compensation and Employers Liability	Employers Liability \$1,000,000 \$1,000,000 \$1,000,000	Bodily Injury by Accident - each accident Bodily Injury by Disease - each employee Bodily Injury by Disease - policy limit
AMERISURE INSURANCE COMPANY CPP21148740101 07/01/2021 - 07/01/2022	General Liability	Each Occurrence \$1,000,000 Personal & Advertising Injury (Any one person or organization) \$1,000,000 Aggregates \$2,000,000 \$2,000,000	General Aggregate Products - completed operations Aggregate
AMERISURE INSURANCE COMPANY CA21148730101 07/01/2021 - 07/01/2022	Automobile Liability	Each Accident \$1,000,000	
AMERISURE INSURANCE COMPANY CPP21148740001 07/01/2021 - 07/01/2022	Employee Benefits Liability	\$1,000,000 \$1,000,000	Each Employee Annual Aggregate

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL - THIRD PARTY

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Subject to the cancellation provisions of the Policy to which this endorsement is attached, we will not:

1. Cancel; or
2. Nonrenew

this Policy, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation or nonrenewal. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation or nonrenewal to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Policy cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Policy.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance



Mallory & Evans Service Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007 | info@malloryandevans.com

Section 6 – Proof of Insurance WSP - Certificate of Insurance General Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C No. Ext): 212-994-7100 FAX (A/C No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM														
INSURED WSP USA Buildings Inc. One Penn Plaza New York, NY 10119	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Liberty Insurance Corporation	42404	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: Liberty Insurance Corporation	42404														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2039968300**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO983581908	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-031	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC0144386-05	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Follow Form \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WA7-62D-094060-011	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
 Fulton County Government, Its Officials, Officers and Employees are included as Additional Insured as respects to General Liability, Auto Liability and Umbrella Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to Additional Insureds as respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 Attn: Purchasing Department
 130 Peachtree Street, SW
 Suite 1168
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Mallory & Evans Service Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007 | info@malloryandevans.com

Section 6 – Proof of Insurance WSP - Certificate of Insurance Professional Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-981-2485 FAX (A/C, No): 212-994-7074 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : QBE Specialty Insurance Company	
NAIC #	
11515	
INSURED WSP USA Buildings Inc. One Penn Plaza New York, NY 10119	WSPGLOB-01 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 315928121**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			QPL0022630	11/1/2021	10/31/2022	Per Claim \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 Attn: Purchasing Department
 130 Peachtree Street, SW
 Suite 1168
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bond No: 30148714

PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" #21RFP132087K-DB; Design/Build Services For The Fulton County Government Center
Cooling Tower Repair and Retrofit

"Principal:" (Legal Name and Business Address), Mallory & Evans Service Company, Inc. (hereinafter called the "Principal")

646 A Kentucky Street

Scottdale, GA 30079

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Western Surety Company

151 North Franklin Street, 17th Floor, Chicago, IL 60606
duly authorized by the Commissioner of
Insurance of the State of Georgia to
transact surety business in the State of
Georgia.

"Contract:" Agreement between Principal and Owner, dated 7th day of March,
2022, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] One Million Six Hundred Seventy Seven Thousand Seven
Hundred Six and No/100 Dollars (\$1,677,706.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of 22, February, 2022.

PRINCIPAL: Mallory & Evans Service Company, Inc.



President/Vice President (Sign)

J. Dixon - President

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Western Surety Company

By: 

Attorney-in-Fact (Sign)

Kevin M. Neidert

Attorney-in-Fact (Type or Print)


Betsy J. Holmes, Witness

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

P D Yates III, Alan R Yates, Michael L Angel, Michael S Brickner, Robert N Reynolds, Daniel Yates, Tina Marsh, Betsy J Holmes, Brian K Hughes, Dana D Rutledge, Gary Spuller, Sandra Lawrence, Kevin M Neidert, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

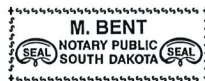
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Bond No: 30148714

PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" #21RFP132087K-DB; Design/Build Services For The Fulton County Government Center
Cooling Tower Repair and Retrofit

"Principal:" (Legal Name and Business Address), Mallory & Evans Service Company, Inc. (hereinafter called the "Principal")

646 A Kentucky Street

Scottdale, GA 30079

Type of Organization ("X" one): ☐ Individual
☐ Partnership
☐ Joint Venture
☒ Corporation

"Surety:" (Name and Business Address)

Western Surety Company

151 North Franklin Street, 17th Floor, Chicago, IL 60606
 duly authorized by the Commissioner of
 Insurance of the State of Georgia to transact
 surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 7th day of March, 2022,
 regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] One Million Six Hundred Seventy Seven Thousand Seven
Hundred Six and No/100 Dollars (\$1,677,706.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work

progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this 22nd day of February, 2022.

PRINCIPAL: Mallory & Evans Service Company, Inc.

[Signature]

President/Vice President (Sign)

J. Dixon - President

President/Vice President (Type or Print)

Attested to by:

[Signature]

Secretary/Assistant Secretary (Seal)

SURETY: Western Surety Company

By: [Signature]

Attorney-in-Fact (Sign)

Kevin M. Neidert

Attorney-in-Fact (Type or Print)

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

P D Yates III, Alan R Yates, Michael L Angel, Michael S Brickner, Robert N Reynolds, Daniel Yates, Tina Marsh, Betsy J Holmes, Brian K Hughes, Dana D Rutledge, Gary Spuller, Sandra Lawrence, Kevin M Neidert, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary