



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

23RFP052223K-JA

Camp Creek WRF 2023 Immediate Needs

DEPARTMENT OF PUBLIC WORKS

OWNER - AGREEMENT**23RFP052223K-JA, Camp
Creek WRF 2023 Immediate Needs**Contractor: Reeves Young GMC, JV Project No. 23RFP05223K-JAAddress: 45 Peachtree Industrial Blvd, Sugar Hill, GA 30518 Telephone: 678-288-2063Contact: Matt McCormack Facsimile: 770-271-1159

THIS AGREEMENT is effective as of the 24th day of January 2024, 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: Statement of Proponent
Qualifications and Safety Plan
- 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 **Nine million, seven hundred twenty-five thousand dollars and zero cents, \$9,725,000.00** 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: 23RFP052223K-JA

Camp Creek WRF 2023 Immediate Needs

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 **700 (seven hundred)** 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.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

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 Commissioners on November 15, 2023, BOC Item Number 23-0825.

[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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

Reeves Young GMC, JV

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Matt McCormack

B0A67CBA2EFD4C1...

Matt McCormack
Senior Vice President

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

ATTEST:

DocuSigned by:

Scarleth Valeriano

FE98CB57A8B943D...

Notary Public

Name: Scarleth Valeriano

Gwinnett

County: September 26, 2025

Commission Expires: _____

DocuSigned by:

Denzel Stewart

8B574564AFF0400...

Office of the County Attorney

DocuSigned by:

Affix Seal:



APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

65CF1C9FD083488...

David Clark, P.E., Director
Department of Public Works

Please choose RM or RCS from the options below and input the BOC item # & date.

ITEM#: 23-0825	RCS: _____	ITEM#: xxxx	RM: Recess
RECESS MEETING		REGULAR MEETING	Meeting 11/1

END OF SECTION

EXHIBIT A

GENERAL CONDITIONS

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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.

Contractor shall have contract drawings and specifications 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.

TERM	DEFINITION
ADDENDUM	see RFP SECTION 2.2 CONTRACT DEFINITIONS
AGREEMENT	refers to the executed contract between the County and Contracting Entity
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.
APPROVE	Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the PM/CM or other contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents
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.
BID BOND	see RFP SECTION 2.2 CONTRACT DEFINITIONS
CAMP CREEK WATER RECLAMATION FACILITY	or CCWRF, is the location that the Work is to take place.
CHANGER 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	The individual designated by the Public Works Department as the Construction Manager.
CONTACT PERSON	see RFP SECTION 2.2 CONTRACT DEFINITIONS

CONTRACT DOCUMENTS	<p>The 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.</p> <p>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.</p> <p>The Contract Documents shall define and describe the complete work to which they relate</p>
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.
CONTRACTOR	or Design/Build Company. The selected offeror with whom the County executes the Design/Build Contract. Shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
CONTRACTOR'S REPRESENTATIVE	the Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions and who shall supervise and direct the construction
COUNTY	or Owner. Shall mean Fulton County Government and its authorized representatives, party of the first part to the Contract Agreement, or its authorized and legal representatives.
D/B COMPANY	or Contractor, shall mean the single corporate entity contractually responsible to the Owner for development of the Project. The Design-Builder can be: (1) a firm possessing both design and construction resources in-house; or (2) a construction contractor led team with the architect in a Sub-Contractors role; or (3) a joint venture team between construction contractor and architect
DAY	Every day shown on the calendar, each consisting of twenty-four hours lasting from midnight of one day to midnight the next day.
DEPARTMENT OF PUBLIC WORKS	the Fulton County Department responsible for this project. May also be referred to DPW
DESIGN/BUILD CONTRACT	the entire and integrated agreement between the Count and the D/B Company concerning the Design/Build Project
DESIGN/BUILD PROJECT	the Design/Build work necessary for the D/B Company to meet the obligations of the Design/Build Contract
DIRECTOR	Director of the Public Works Department of Fulton County, Georgia or the designee thereof.

FINAL COMPLETION	or Contract Completion. The date of final completion of the work is the date certified by the Engineer and the Construction Manager when all construction is fully complete, including certification of all punch list items, and when all records documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.
GENERAL CONDITIONS	the General Conditions of the Agreement for construction that govern the rights, duties, and obligations of the parties.
GUARANTEED MAXIMUM PRICE	or Contract Price. The full payment for performance of the Work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract. The contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope request from the County, not price overruns, errors or omissions).
INSPECTOR	an authorized representative of the DPW assigned to make all necessary inspections of any or all portions of the work performed or being performed, or of the materials furnished or being furnished by the Contractor
JOBSITE	location where construction activity shall be performed under this contract.
JOINT VENTURE	see RFP SECTION 2.2 CONTRACT DEFINITIONS
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. Fulton County will impose a liquidated damage of one thousand, five hundred dollars (\$1,500.00) per day for delays in meeting the substantial completion date.
MATERIALS	any substance for use in the construction of the contract work.
MODIFICATIONS	Binding changes, addenda, revisions, or the like, to the Work or the Agreement documents, including changes to work made by Change Order or Change Directive
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.
OFFEROR	see RFP SECTION 2.2 CONTRACT DEFINITIONS
OWNER'S REPRESENTATIVE TEAM	the Owner's Representative Team shall include staff from the following departments: Public Works, Risk Management and Purchasing & Contract Compliance.
OWNER SUPPLIED PRODUCTS	Materials, equipment or systems purchased by the Owner for complete installation by the Contractor

PAYMENT BOND	means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all Sub-Contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract
PERFORMANCE BOND	means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
PLANS	that portion of the Agreement documents describing in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Drawings" and includes without limitation Standard Details and Drawings.
PRODUCTS	shall mean materials or equipment permanently incorporated into the work.
PROJECT MANAGER	the person designated by the D/B Company as in charge to lead the day-to-day activities to manage the project schedules.
Project Manual	The Contract Documents.
PROPOSAL	see RFP SECTION 2.2 CONTRACT DEFINITIONS
PROPOSAL BOND OR GUARANTY	see RFP SECTION 2.2 CONTRACT DEFINITIONS
PROPOSER	see RFP SECTION 2.2 CONTRACT DEFINITIONS
PROVIDE	shall mean to furnish and install.
RECIPIENT	see RFP SECTION 2.2 CONTRACT DEFINITIONS
REQUEST FOR PROPOSAL	see RFP SECTION 2.2 CONTRACT DEFINITIONS
RESPONSIBLE OFFEROR	see RFP SECTION 2.2 CONTRACT DEFINITIONS
RESPONSIVE OFFEROR	see RFP SECTION 2.2 CONTRACT DEFINITIONS
SUB-CONTRACTORS	an individual, firm, corporation or any combination thereof, having a direct contract with Contractor for the performance of a part of the work at the site.
SUB-RECIPIENT	Contractor, subcontractors, vendors
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 Scope of 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.
WRITTEN NOTICE	A written statement transmitted from one party to an authorized representative of another party.

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's or the local authority's 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. Contractor shall at all times maintain safe access for the County, County's Representatives, and County's contract operator to perform their normal operation and maintenance activities.

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 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 shall 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

The Design/Build Company shall not change any Key Personnel as proposed and accepted by the County without approval by the County. The proposed Key Personnel shall have equal or better qualifications and experience and availability as the original Key Personnel.

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 five percent of the estimated value of the work performed. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work. 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 limit shall be based upon the price for each individual project or assignment. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear. 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, within ten days from the contractor's receipt of retainage from the owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the contractor's retainage is reduced by the owner; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

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 monies 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.

00700-92 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

Contractor's or sub-contractor's professional work product which has been prepared solely for the purpose of this Project, including, but not limited to, the engineering, design, construction documents, drawings, technical specifications, programs, graphical user interfaces, whether in hard copy or original electronic form, shall become the property of County when Contractor has been fully compensated as set forth in the Agreement and General Conditions. Contractor may keep copies of all work products for its records. Contractor and County recognize that any work product

submitted in performance of this Agreement is intended only for the Project described in this Agreement. County's alteration of Contractor's work product or its use for any other purpose shall be at County's sole risk and liability.

Contractor or sub-contractors shall share above mentioned professional work products to complete all project goals.

00700-93 CONTRACTOR AND OWNER CONTINGENCY

The Lump Sum Price includes a Contractor contingency (the "Contractor Contingency") which is available solely for Contractor's use for costs that are incurred in performing the Work that are not the basis for a compensable Change Order under the Contract Documents. The Contractor Contingency may be used in accordance with Section 00700-93-B.

A. CONTINGENCY AMOUNTS (CONTRACTOR AND OWNER)

The Contractor Contingency amount shall be a single stated dollar amount as part of the Lump Sum Price as part of this Agreement.

The Contractor Contingency amount shall be included in the Lump Sum Price.

The Owner's contingency, included in the Lump Sum Price amount, is for Owner's use in election of and application of Work not originally included in the Work or for items specifically listed in Section 00700-93-C.

B. UTILIZATION OF THE CONTRACTOR CONTINGENCY

The Contractor shall be compensated by receiving payments of the Lump Sum Price based on the Schedule of Values line items. The Contractor Contingency shall be used for payment of costs as provided in this Section.

In the event the cost for completing the Work described in any particular line item in the Lump Sum Price exceeds the dollar or quantity amount listed for such line item, or for work not originally contemplated by the Contractor due to design at the time of Lump Sum Price agreement, the Contractor shall have the right to withdraw from Contingency on monthly progress estimates and the Owner shall not unreasonably deny, compensation for such amounts from any remaining balance in the Contractor Contingency.

The Contractor shall keep and provide the Owner with an ongoing record of the original amount of the Contractor Contingency, all uses thereof, and the remaining balance of the Contractor Contingency at any time.

The Contractor shall provide Owner with notice of all anticipated charges against the Contractor Contingency with each monthly request for payment, and in the case of any use of the Contingency for items not specifically listed, such use shall be subject to Owner's review and approval. Owner shall have ten (10) business days to respond upon receipt of notice or pay request indicating use of Contractor Contingency, if Owner intends to withhold or deny such request for use.

Contractor shall provide the Owner, as part of the monthly status report, all reasonably foreseeable potential uses of the Contractor Contingency in the upcoming three-month period. Any use of the Contractor Contingency must be clearly identified in the associated application for payment.

Use of the entire Contractor Contingency prior to completion of the work does not entitle DB company to additional funds.

If any amount of the Contractor Contingency remains after the completion of the work, Contractor is not entitled to remaining funds.

The below listing of contingency items is to be considered an inclusive, but not exclusive, recording of utilizations of the contingency funds.

1. Cost of rework, additional work, or impacts due to design errors or omissions.
2. Subcontractor defaults or termination costs for un-bonded subcontractors/vendors or costs incurred by Contractor not compensated by subcontractor/vendor bonding company.
3. Cost overruns in the line items contained in the Lump Sum Price for materials testing services.
4. Export of excess soil or import of additional soil due to unbalanced final site grading.
5. Extended overheads, time-critical general conditions, heavy equipment, and engineering services during construction due to project delays including but not limited to schedule overruns, permit delays, subcontractor default or delays, procurement delays, start-up delays, and additional effort attributable to further development of design after Lump Sum Price.
6. Extended overhead, time-critical general conditions, heavy equipment, and engineering services during construction for weather delays.
7. Damage to existing facilities caused by the Contractor.
8. Vandalism/public safety issues at sites.
9. Additional costs for chemicals, power consumption, or corrective measures required to meet any Performance or Operational Costs guarantees.
10. Air quality emissions (dust) impact to neighbors caused by construction activities.
11. Construction traffic damage to road paving
12. MBE/FBE requirements affect price after agreement on Lump Sum Price.
13. Permit fees.
14. Impact of Tarriffs on cost or schedule after agreement.

15. Changes in applicable laws, codes, rules and regulations and insurance requirements after approval of Lump Sum Price.

C. UTILIZATION OF THE OWNER CONTINGENCY

The Owner Contingency are funds that shall be available to the Owner to pay, as it determines in its sole discretion, the Owner's share of the costs for the below listed items considered to be included as part of the Owner Contingency items. The Joint Venture does not have any rights to these funds beyond those items listed below. The below listing is to be considered inclusive, but not exclusive, of items covered under Owner Contingency or Allowance.

1. Unforeseen underground conditions.
2. Unforeseen utility conflicts.
3. New scope or changes requested by Owner after agreement on the Lump Sum Price.
4. Community requests that are Owner approved.
5. Disposal of hazardous materials in ground or groundwater.
6. Regulatory risk that may impact cost or schedule.
7. Easements and land acquisition.

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
STATEMENT OF PROPONENT QUALIFICATIONS,
SAFETY MANUAL, AND JV AGREEMENT

STATEMENT OF PROPOSER QUALIFICATIONS

This Statement is to accompany proposals submitted for the following project:

Design-Build Services for Camp Creek WRF 2023 Immediate Needs.

1. NAME OF BIDDER: Reeves Young GMC, JV
2. BUSINESS ADDRESS: 45 Peachtree Industrial Blvd Sugar Hill, GA 30518
3. TELEPHONE NUMBER: 678.288.2063
4. OFFICIAL REPRESENTATIVE AND TITLE: Matthew McCormack, Senior Vice President

5. Using the form provided at the end of this Section, list previously completed projects which are similar in scope and complexity to this project which were completed or assigned to your firm or joint venture, including: Name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (If a joint venture, list separately for each joint venture partner.) Limit to 3.

Contractors must have successfully completed at least two contracts involving wastewater treatment plant design and construction projects similar in size and scope with entities comparable to Fulton County within the past ten (10) years. The projects shall include wastewater treatment plant design and construction work. A minimum of two (2) of the projects shall be at least: 10 MGD or larger wastewater treatment plant with a construction value of not less than \$5,000,000.00.

6. Provide the following information for the organization proposed for this project:

SEE PAGE 121

- a. Organizational chart.
 - b. Indicate the participation by the various members in the organization, as shown on the organizational chart, in the management and in the division of work (If a joint venture, indicate percent of man hours and percent of project cost to be performed by each joint venture member). **SEE PAGE 122-147**
7. Using the form provided at the end of this Section, provide information for the Project Manager, Construction Project Superintendent, and Design Engineer responsible for each technical discipline.
 - a. Each key must have a minimum of five (5) years' experience in design and/or construction of the relevant tasks.
 8. The Contractor must have an established Safety Program. Complete the attached form entitled "CONTRACTOR SAFETY RECORD FORM".
 9. The Contractor's Workman's Compensation Ratings (EMR-Experience Modification Rate)

Year	Experience Modification Rate (EMR)
2022	1.24
2021	1.15
2020	.96

Average:	1.16
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10. The Contractor’s OSHA Incidence Rates. Note: the Industry Standard for Construction, published by the U.S. Department of Labor (2012) for Heavy and Civil Engineering Construction, all industries, list the Recordable Incidence Rate of 3.2 and the Days Away from Work Incidence Rate of 1.7, per OSHA definition and calculation, as the industry averages.

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*
2022	17	1,009,862	3.37
2021	5	822,576	1.22
2020	2	869,384	0.46
Average:			1.68

Year	Total Days Away from Work Incidents	Total Hours Worked	OSHA Incidence Rate*
2022	2	1,009,862	0.20
2021	45	822,576	0.49
2020	202	869,384	0.46
Average:			1.15

*Use your OSHA Form No. 200 and the formula:
 (Total Incidents x 200,000 hours) ÷ (Number of hours worked) = Incidence Rate

11. If there have been any fatalities during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager was cited by OSHA for “Willful”, in performing the work in which the fatality occurred, the Contractor may be disqualified based on the County’s review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation for failure to implement a corrective action plan.

- a. Fatalities during the last five years where Contractor was cited by OSHA for “Willful” Violation
- b. Fatalities during the last five years where the proposed Project Manager was cited by OSHA for “Willful” Violation. N/A

The previous statements and attachments are true, correct, and complete to the best of my knowledge.

Date: 08/08/2023

Firm Name: Reeves Young, LLC

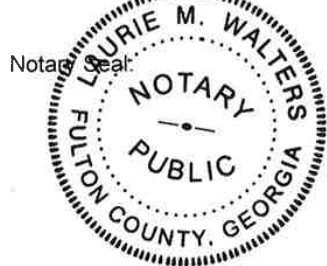
By: Matthew McCormack

Title: Senior Vice President

Personally appeared before me this 8 day of August, 2023.
Matt McCormack, who under Oath deposes and says that he
is Sr Vice President of the firm of
Reeves Young, 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

5-4-2024
My Commission Expires



ORGANIZATIONAL CHART





JV AGREEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
Reeves Young LLC
AND
Goodwyn, Mills and Cawood, Inc.

This Memorandum of Understanding (the "MOU") is entered into this 18th day of August, 2023, by and among Goodwyn, Mills and Cawood, Inc. ("GMC" and Reeves Young LLC ("RY"), individually referred to as a "Party" and jointly referred to as the "Parties."

RECITALS

WHEREAS, the Parties hereto desire to form a joint venture for purposes of submitting a proposal to Fulton County Department of Public Works ("Owner") for the Design/Build Services For Camp Creek WRF 2023 Immediate Needs to be located in Fulton County, GA (the "Project"); and

WHEREAS, the Parties desire to define generally their respective responsibilities in conjunction with such proposal, together with their rights and obligation as to each other;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

1. **Name and Purpose of Joint Venture.** The Parties shall form a joint venture under the name Reeves Young GMC Joint Venture (the "Joint Venture"), to submit any statements of qualifications, proposals, and other materials as may be required to compete for the Project and, if selected, to design and construct the Project, and to not offer their services or to pursue the Project in conjunction with any other parties unless this MOU is terminated as provided for below.
2. **Percentage Interests.** The respective interests of the Parties in the JV Agreement shall be as follows:

RY	85%;
GMC	15%.
3. **Sponsor.** RY shall be the sponsor of the Joint Venture and shall be entitled to the JV Management Costs set forth in **Exhibit A**, as defined therein.
4. **Proposal.**
 - a. Unless otherwise previously agreed in writing, the Parties will each bear their own expenses incurred in conjunction with the preparation of the proposal. If a stipend is provided by the Owner, the Parties will share the stipend in accordance with their share of profits.
 - b. It is expressly understood and agreed that no Party can be required to submit a proposal to which it does not agree. In the event the Parties are unable to agree on a proposal, either Party may terminate their participation in the Project without further liability, as provided in Paragraph 7. Should one Party decline to continue jointly pursuing the Project however, the other Party shall then have the right to continue to pursue the Project, by themselves or in combination with others. Any Party that declines to continue joint pursuit shall thereafter be

JV AGREEMENT

prohibited from pursuing any role in connection with the Project, either by itself or in combination with others. Notwithstanding the above, if it is the decision of the Sponsor not to submit a proposal due to the nature of the Project (e.g. if the scope of work is not structured in a way that is advantageous for the team), then the Joint Venture will dissolve and the Parties may pursue the Project in whatever combination or venture that they so choose.

5. **Joint Venture Agreement.** Prior to submission of the proposal, the Parties will negotiate and enter into a subsequent joint venture agreement among themselves (the "JV Agreement"), further defining and detailing their respective rights and obligations as to the Project and as to each other, which agreement will be generally consistent with the terms of this MOU and substantially similar to the Joint Venture Agreement attached hereto as **Attachment A**.
6. **Joint Venture Costs.** Upon formation of the Joint Venture, the Parties will bill their costs to the Joint Venture in the manner set forth in **Exhibit D** to the JV Agreement.
7. **Confidential Information.** If, during the term of this MOU, either Party receives information which the other Party regards and designates as confidential, then the Party receiving such confidential information shall hold such information in strict confidence and shall not use, disclose or duplicate such information except for the purpose of complying with its obligations under this MOU. The Parties shall continue to treat such information as confidential unless or until:
 - a. the information is known to the receiving Party at the time of receipt or is already in the public domain;
 - b. the information is obtained lawfully from a third party or through its own independent efforts;
 - c. the information is required to be disclosed by court order or such other lawful order;
 - d. three (3) years following termination of this MOU or the completion of the Project by the Parties, whichever is later.

If the Owner requires the Joint Venture or the individual Parties to agree to a non-disclosure agreement, each Party agrees to be individually bound to the terms of that agreement.

8. **Termination.** This MOU shall be deemed terminated upon:
 - a. the mutual agreement of the Parties;
 - b. upon five (5) days written notice of any Party; provided, however, that the terminating Party will be subject to the restrictions set forth in Section 7;
 - c. the entering into of a subsequent agreement (i.e., the JV Agreement) incorporating or superseding the terms of this MOU; or
 - d. the notification from the Owner that the Project will not be awarded to any Party or is awarded to a party other than the Parties hereto and all proposal protest procedures are concluded.
9. **Survival.** The obligations set forth in Sections 4 and 7 shall survive termination or completion of this MOU.

JV AGREEMENT

- 10. **Governing Law.** This MOU shall be governed and construed pursuant to the laws of the state within which the Project is located.
- 11. **Severability.** In the event that any part, term or provision of this MOU is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.
- 12. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and is subject to no other oral or written proposals, agreements or understandings whatsoever, and can only be supplemented or amended by a written document subscribed by the Parties.
- 13. **Counterparts.** This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.
- 14. **Assignability.** Neither Party may assign or otherwise transfer this MOU or any of the rights that it grants without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This MOU will be binding upon the Parties' respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers or agents effective the day and year first above written.

Goodwyn, Mills and Cawood, Inc.

By: JAMES J. TEEL, JR.
 Its: RVP - GEORGIA

Reeves Young, LLC

By: Matthew T. McCormack
 Its: Senior Vice President

JV AGREEMENT

**Attachment A
JV Agreement**

**JOINT VENTURE AGREEMENT
of
Reeves Young GMC Joint Venture
by and between
Reeves Young LLC
Goodwyn, Mills and Cawood, Inc.**

**PROJECT:
Design Build Services for Camp Creek WRF 2023 Immediate Needs
Fulton County, GA**

**OWNER:
Fulton County Department of Public Works**

**DATED:
August 18, 2023**

JV AGREEMENT

JOINT VENTURE AGREEMENT
for
Reeves Young GMC Joint Venture

THIS AGREEMENT ("Agreement") is entered into this 16th day of August, 2021, by and between Reeves Young LLC, a Limited Liability Company having a principal place of business at 45 Peachtree Industrial Blvd., Sugar Hill, Georgia, 30518 ("RY"), and Goodwyn, Mills and Cawood, Inc., a Corporation having a principal place of business at 6120 Powers Ferry Road, NW, Suite 200, Atlanta, GA 30339 ("Reeves Young GMC")(RY and GMC are sometimes referred to herein collectively as the "Parties", and individually as a "Party").

RECITALS

The Parties desire to form a joint venture (the "Joint Venture") to prepare and submit a joint proposal (the "Proposal") to obtain the contract for the design and construction of Design/Build Services for Atlanta-Newnan Road Pump Station and Force Main (the "Project") for Fulton County Department of Public Works (the "Owner") in Fulton County, GA (hereinafter referred to as the "JV Contract"), and, if successful, to perform the work called for in the JV Contract (the "Work"); and

The Parties desire to define their respective interests, responsibilities, rights and obligations in the Joint Venture in connection with preparation and submission of the bid for the JV Contract, and in connection with the performance of the JV Contract in the event that it is awarded to the Joint Venture.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Capitalized words and phrases used in this Agreement shall have the following meanings:

- 1.1 "Excess Advances" means Working Capital advanced by any Party in excess of its Proportionate Share.
- 1.2 "Interest Rate" means LIBOR plus 1.5% per month.
- 1.3 "JV Management Costs" means the costs of management of the Joint Venture, including compensation for various home office costs associated with the Joint Venture including, but not limited to, maintaining the Project payroll and accounting records at its home office, internal audit, preparing tax returns, the cost of storing and maintaining the records associated with the JV Agreement, legal services, subcontract management, information technology (IT) support, cost engineering support, corporate oversight, regional quality control and regional safety departmental costs.
- 1.4 "JV Name" means "Reeves Young GMC Joint Venture".
- 1.5 "Official" means an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid.
- 1.6 "Property" means all real and personal property, including cash, and both tangible and intangible property, and any improvements thereto.

JV AGREEMENT

- 1.7 "Proportionate Share" means a Party's proportion of the Joint Venture's profits, liabilities, and losses, as may be modified as provided in Sections 7 and 8 hereto.
- 1.8 "Representatives" means a Party's successors, receives, trustees or other legal representatives.
- 1.9 "Self-Performed Work" means Work subcontracted to either Party or an affiliated entity of a Party.
- 1.10 "Working Capital Funds" means all contributions of Working Capital made by the Parties, all Excess Advances, and all other funds received by the Joint Venture in connection with the performance and completion of the JV Contract.
- 1.11 Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

ARTICLE 2 FORMATION OF JOINT VENTURE

- 2.1 **Formation.** The Parties hereby constitute themselves as Parties for the sole purposes of preparing and submitting a joint bid for the JV Contract and of performing and completing all work contemplated by and in accordance with the JV Contract if it is awarded to the Joint Venture.
- 2.2 **JV Name.** The joint bid shall be submitted and all work for the JV Contract, if awarded, shall be performed under the JV Name. The Parties shall register the JV Name as required by law.
- 2.3 **Relationship of the Parties.**
- 2.3.1 It is expressly understood that the Parties are neither contemplating nor making any permanent partnership agreement, and that nothing in this Agreement shall be construed as a limitation of the powers or rights of any Party to carry on its own business for its sole benefit.
- 2.3.2 Nothing contained in this Agreement shall be construed as creating any fiduciary relationship of any nature between the Parties; provided, however, that the Parties agree to act in good faith towards each other.
- 2.3.3 Except as otherwise set forth herein, neither Party shall have the authority or right, nor shall either Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, on behalf of or in the name of the other Party without the express prior written consent of the other Party.
- 2.3.4 Except as otherwise set forth in the JV Contract, each Party shall retain all of its rights in its designs, specifications, databases, computer software, and other proprietary property whether developed, utilized, or modified pursuant to this Agreement. Nothing in this Agreement shall be interpreted as granting a license to use or transferring any intellectual property rights of either Party, including, but not limited to, copyrights, trademarks, trade secrets, and patents, unless specifically stated in a separate writing signed by the Parties.
- 2.3.5 Except as otherwise set forth herein, the Parties agree to shared data access by each Party to all documents and data retained for the Project until the audit period set forth in the JV

JV AGREEMENT

Contract expires, unless there is a claim and the resolution of that claim extends past the audit period set forth in the JV Contract, then shared access will be provided until the claim is resolved.

2.4 Term.

- 2.4.1 The Joint Venture herein created shall commence on the date hereof and shall continue until and shall automatically terminate (i) in the event that after the conclusion of all bid selection processes, including any bid protest procedures, the award of the JV Contract is not made to the Joint Venture, (ii) as set forth in Section 3.1 below, in the event that prior to award, the Parties are unable to agree upon the joint Proposal prior to submittal thereof, or (iii) the completion of the JV Contract and the satisfaction and discharge of all obligations pertinent thereto.
- 2.4.2 Notwithstanding anything contained herein to the contrary, if claims of any nature or legal action of any type are brought against the Joint Venture or either of the Parties at any time after the Joint Venture has otherwise been terminated and dissolved and its business and affairs wound up, which claims or legal action relate to or arise out of this Agreement, or the performance and completion of the JV Contract, this Agreement shall nevertheless be considered to have remained in full force and effect and the rights and obligations of the Parties with respect to the resolution of such matters shall be determined by this Agreement.

2.5 Confidentiality.

- 2.5.1 The Parties agree to use all reasonable efforts to keep in confidence and to prevent the disclosure to third parties and to not use or disclose other than for the purposes of this Agreement all such information as either Party shall provide to the other Party or as shall come to the attention of the receiving Party in the form of drawings and other materials and communications, whether written or oral including, but not limited to, all confidential information of third parties with whom either Party hereto has a confidentiality agreement or similar written understanding (collectively, "Confidential Information").
- 2.5.2 Confidential Information shall not include: (i) information already in the possession of the receiving Party and not subject to an obligation of confidence imposed in another agreement or by another relationship with the disclosing Party; (ii) information already in the public domain or which becomes in the public domain other than through the receiving Party; (iii) information disclosed to the receiving Party by a third party with the right to disclose it in good faith; (iv) information independently developed without reference to the Confidential Information; or (v) information required to be disclosed by the receiving Party pursuant to legal authority.
- 2.5.3 This confidentiality provision shall remain in effect for a period of three (3) years following termination of this Agreement.
- 2.5.4 The Parties agree to comply with any and all confidentiality agreements entered into by them and the Owner.

JV AGREEMENT

ARTICLE 3
SUBMISSION OF PROPOSAL

- 3.1 Bid and Award. RY is hereby designated as the sponsor of the Joint Venture...
3.2 Pursuit Costs. Neither Party shall make any charges against the other Party...
3.3 Exclusivity. It is understood that neither RY nor GMC has any interest whatsoever...

ARTICLE 4
ALLOCATION OF PROFITS AND LOSSES

4.1 Interests of the Parties. Except as otherwise herein provided, the interests of the Parties in and to the JV Contract, in and to any and all materials, equipment, supplies, tools, profits, and other assets...

Table with 2 columns: Party, Proportionate Share. Rows: RY (85%), GMC (15%)

4.2 Indemnification.

4.2.1 If the Parties are awarded the JV Contract, they agree that they will be jointly and severally liable to the Owner with respect to the obligations of the Joint Venture under the JV Contract.

JV AGREEMENT

- 4.2.2** Except as otherwise set forth in this Section 4.2, all other losses, costs and expenses in any way arising out of the Joint Venture's performance of the JV Contract, shall be borne by each Party in proportion to its Proportionate Share. Therefore, each Party shall indemnify and hold the other Party harmless from any such loss, cost or expense incurred in excess of such other Party's interest. For purposes of this Section, liabilities and losses do not include a Party's own Consequential Damages as defined in Section 4.2.5.
- 4.2.3** The Parties further agree that each Party shall indemnify, defend and hold harmless the other Party from all claims, losses and costs, including Consequential Damages, reasonable attorneys' fees, and liabilities of any nature whatsoever to the extent resulting from a Party's own unlawful acts or willful misconduct.
- 4.2.4** Notwithstanding any provisions to the contrary contained in this Agreement, each Party (the "Employing Party") agrees to protect, defend, indemnify and hold the Joint Venture and other Party, their respective agents, officers, directors and employees free and harmless from and against any and all claims (including claims for Consequential Damages), losses, cost, demands, suits and causes of action and every other claim or litigation (including all costs thereof and attorney's fees) of every kind and character which may be brought against the other Party and the Joint Venture by any employee of the Employing Party performing services for the Joint Venture but not actually placed on Joint Venture payroll. Each Party waives and/or will require its insurers to waive subrogation against the other Party and the Joint Venture for liability assumed by the Parties above to the extent such liability is covered by insurance.
- 4.2.5** The Parties waive against each other and their related and affiliated companies, members, managers, shareholders, directors, officers, employees and agents all claims for loss of revenue, and profit, loss of use, loss of reputation, loss of opportunity as well as any other special, consequential, incidental, indirect, punitive or exemplary damages (collectively "Consequential Damages") resulting in any way from the performance or non-performance of this Agreement. The waivers and limits are exclusive remedies and apply to all claims and liability arising out of or related to this Agreement, whether based in contract, tort (including negligence), or any other legal theory.

ARTICLE 5 MANAGEMENT

- 5.1 Project Director.** If the Parties are successful in being awarded the JV Contract, the project will have a Project Director, to be appointed by RY, whose role will be to lead the Joint Venture and serve as the primary Joint Venture representative with the Owner.
- 5.2 Project Personnel.** Each Party agrees that it shall supply and make available to the Project Director such of its supervisory, managerial and other personnel as shall reasonably be required in order to successfully perform the JV Contract, and the Project Director shall endeavor to equally utilize such supervisory, managerial or other personnel from each Party for the performance of the JV Contract or as determined by the Management Committee; provided, however, GMC shall not hire new employees for the express purpose of participating in this Joint Venture for the Project without RY's prior written consent. Such employees shall remain in the employment of the particular party and shall not be employees of the Joint Venture but shall cooperate with and serve under the authority of the Project Director. All costs of employment of such employees shall be reimbursed or paid to the providing party as set forth in Exhibit D.

JV AGREEMENT

5.3 Management Committee.

- 5.3.1 The Parties hereby agree to appoint a senior officer from each Party (with a second senior officer as alternate) to serve on the Management Committee, and hereby grant to the Management Committee the full power and authority to supervise, direct, control, and carry out performance of the JV Contract on behalf of the Joint Venture, subject to the limitations set forth in this Agreement. Either party may at any time and from time to time change its representatives by filing with the Joint Venture and the other Party a written notice and duly executed appointment of a new representative and/or alternate, but until the appointment and filing of notice, the actions of the representatives hereby appointed shall be conclusively binding on such party.
- 5.3.2 Each of the Parties appoints the following representatives to act on its behalf in relation to any matters or things in connection with, arising out of, or relative to the Joint Venture and to act for and bind the respective Parties in any and all matters or things involving the performance of the JV Contract.

RY

Matt McCormack
Ty Kelley(Alternate)

GMC

John Barlow
Jim Teel(Alternate)

The Management Committee shall meet from time to time as required to act on necessary matters pertaining to the project. No representative shall be personally liable to the Joint Venture by reason of his acts except in the case of his/her gross negligence or fraudulent or dishonest conduct.

5.4 Authority.

- 5.4.1 Except for Critical Decisions (as defined below), the representative appointed by RY shall make all decisions concerning conduct of the Work, and shall have full authority to act in the name and on behalf of the Joint Venture and is empowered to execute all proposals, contracts, subcontract agreements and other related documents and to bind the Joint Venture in connection with the JV Contract.
- 5.4.2 Without limiting the terms of Section 5.4.1 above, each Party shall perform the responsibilities for the Work as assigned in Exhibit A, Division of Responsibility, to this Agreement. The Management Committee, from time to time, may amend Exhibit A including assigning additional responsibilities to a Party, or reassigning existing responsibilities between the Parties.
- 5.4.3 The Proposal and the JV Contract shall be signed by each of the Parties.

JV AGREEMENT

5.5 Critical Decisions.

5.5.1 The representatives listed above shall meet from time to time as required to act on necessary matters pertaining to the Project and have the power to call such meetings when necessary in his/her opinion. Unanimous consent by the Management Committee is required for action regarding the following matters (individually a "Critical Decision"):

- i. Borrowing, pledging or encumbering assets.
- ii. Lending money or assets.
- iii. Transferring, assigning, encumbering or selling any portion of a Party's interest.
- iv. Admission of a new Joint Venture partner.
- v. Change of the Joint Venture's accounting method.
- vi. Amendment of this Agreement.
- vii. Self-performance of the JV Contract work.
- viii. Purchase any real property; enter into any lease of real property.
- ix. To authorize mediation, arbitration or litigation of any dispute involving the Owner under the JV Contract.

5.5.2 Except for a Critical Decision, RY shall make the final decision regarding any disputes. In the event that after good faith efforts, a decision cannot be reached by the Management Committee in a timely fashion regarding a Critical Decision, the Parties shall proceed in accordance with the Disputes provision in Section 13.

ARTICLE 6 SURETY BONDS & GUARANTIES

- 6.1 Each Party shall timely provide bonds from its surety(ies), or bonding capacity in an amount proportionate to its initial Proportionate Share for the purposes of obtaining a bid bond and payment and performance bonds for the JV Contract.
- 6.2 To the extent a Party signing the JV Contract is not the named indemnitor for the surety which provides such Party's payment and performance bonds, the Party shall provide a guarantee from such named indemnitor to the other Parties in a mutually agreed form substantially similar to the form attached hereto as Exhibit B.

ARTICLE 7 WORKING CAPITAL

- 7.1 **Initial Working Capital.** Each Party shall make an initial contribution to the Working Capital of the Joint Venture in the amount of its Proportionate Share times 0 Dollars (\$0) ("Initial Working Capital"). Parties shall make additional Working Capital contributions to the Joint Venture as provided in Section 7.2 below ("Additional Capital Contribution"). All Initial Working Capital, Additional Capital Contributions, and Excess Advances are collectively referred to throughout this Agreement as "Working Capital."
- 7.2 **Determination of Amounts.** The Management Committee shall determine the amount of Additional Capital Contributions required to carry out the performance and completion of the Contract and to pay for any losses or liabilities resulting therefrom. Upon such determination, each Party shall contribute the percentage of such Additional Capital Contributions that is equal to

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its Proportionate Share whenever requested to do so by the Management Committee. Such contribution shall be made within ten (10) days after request therefor. The Working Capital of non-defaulting Parties shall include any Excess Advances deemed made by such non-defaulting Parties pursuant to Section 7.3.6.

7.3 Failure to Contribute Working Funds.

7.3.1 *[For use in three-party JV Agreements only]*

If any Party refuses, is unable, neglects or otherwise fails to contribute its share of requested working funds, or any part thereof, within the prescribed time, the non-defaulting Parties may mutually agree as to the amount of Working Capital that each will contribute to make whole the deficiency created by a Defaulting Party; provided that in the event the non-defaulting Parties are unable to so agree, such amount shall be treated as a request for Working Capital by the Management Committee and each non-defaulting Party shall contribute a portion of such amount in the same ratio as their Proportionate Share relates to the total Proportionate Share of the non-defaulting Parties. Failure to make such contribution shall constitute an Event of Default.

7.3.2 No Working Capital shall be borrowed in the name of the Joint Venture to make up any deficiency of Working Capital, and no Party shall have any power or right to borrow funds on the credit of the other Parties or the Joint Venture.

7.3.3 Notwithstanding anything to the contrary contained herein, any borrowing of a Party to meet its obligations for Working Capital under this Agreement shall be the sole responsibility of the borrowing Party and neither the Joint Venture nor the other Party shall have any obligation for repayment of the borrowing.

7.3.4 The interest of the Defaulting Party in the Joint Venture under Section 4 shall be decreased to the proportion that the amount actually contributed by it bears to the total amount of the Working Capital contributed by all Parties, and the interest of the Parties that contributed more than its Proportionate Share of such funds shall be increased by a similar proportion.

7.3.5 Nothing contained herein shall increase or decrease the proportionate liability of the Parties, as established in Section 4 hereof, for any and all losses, liabilities or expenses suffered or sustained by the Joint Venture and for any and all liabilities and obligations incurred in connection with the submission of the Proposal and the performance of the JV Contract. It is understood that the Defaulting Party shall not be relieved of its obligation to contribute additional Working Capital that may be requested from time to time after its default in the proportions stated in Section 4 hereof.

7.3.6 Excess Advances made by a Party on account of the default of another Party in meeting its obligations to contribute Working Capital, plus interest thereon at the Interest Rate, shall be entitled to first priority in any distribution of funds by the Joint Venture, provided that if there are not adequate funds to distribute in full the Excess Advance, then the Defaulting Party shall remain liable to the non-defaulting Party for the difference between the funds distributed and such Excess Advances plus interest at the Interest Rate. Such Excess Advances shall bear interest from the date such Excess Advances were made until the Excess Advances are satisfied by the Defaulting Party, at the Interest Rate.

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7.4 Management of Working Capital Funds.

- 7.4.1 Bank Accounts.** Working Capital Funds shall, subject to Section 7.4.3, be deposited in an account or accounts in such bank or banks as the Sponsor may designate.
- 7.4.2 Withdrawals.** Withdrawals of Working Capital Funds may be made in such form and by such persons as the Management Committee may from time to time delegate. All persons authorized to draw against the funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Parties may mutually determine.
- 7.4.3 Permissible Investments.** Working Capital Funds may be invested by the Sponsor in U.S. Treasury or government money market mutual funds rated "AAA" by S&P or "Aaa" by Moody's. Working Capital Funds may be invested in other investments as agreed upon by the Parties.
- 7.4.4** Neither Party shall be liable to the other Party for any claims, losses, or damages arising or resulting from the loss of Working Capital Funds under Sections 7.4.1 and 7.4.3; provided, however, that any profits gained or losses incurred of Working Capital Funds under Sections 7.4.1 and 7.4.3 shall be apportioned in accordance with each Party's Proportionate Share.

- 7.5 Return of Capital Contributions.** No part of any Working Capital Funds shall be returned, and no distribution of profits shall be made, to the Parties prior to the completion of the JV Contract unless the Management Committee so determines. The aggregate of distributions prior to completion of the JV Contract shall not exceed the total estimated job profit. Any funds distributed to the Parties from the Joint Venture shall first be deemed a return of Working Capital Funds. Such distributions shall be apportioned in accordance with each Party's Percentage Share. Any such interim distributions shall be deemed to be advances to the Parties and may be recalled by the Management Committee in accordance with contribution calls for Working Capital as set forth in Section 6.

ARTICLE 8 DEFAULT

- 8.1 Events of Default.** In the event of (i) the insolvency, bankruptcy, reorganization, suspension of business operations, suspension or debarment by any local, state or federal governmental agency, a material violation of law, a materially adverse change in financial status or ownership, an arrangement with creditors or the dissolution of either Party, or should any petition be filed by or against a Party under any bankruptcy statutes; or (ii) the failure, refusal, unwillingness or inability of a Party to perform the share of Work assigned it under this Agreement, including failure to contribute Working Capital, or any other material breach of a provision of this Agreement by a Party (collectively, a "Default"), and if the Default is under (ii) above, such Party fails to cure the Default within three (3) days following notice of the same from the Joint Venture or any other Party, then the interest of such Party (the "Defaulting Party") and its Representatives in the Joint Venture shall be as set forth in this Section 8; however, such Defaulting Party and its Representatives shall not be relieved of any responsibility for its share of the Joint Venture's losses, liabilities, or any other obligations made under this Agreement whether arising before or after Default.

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- 8.2** If either Party is in default of any of the covenants contained in Section 8.1, the defaulting Party shall indemnify the non-defaulting Party, for any liabilities, losses and expenses resulting from such default of the provisions of Section 8.1.
- 8.3 Election of Remedies.**
- 8.3.1** In the event of a Default, the non-defaulting Party shall have the right to carry out and complete the JV Contract and to wind up the business of the Joint Venture. The Defaulting Party shall, after Default, have no further voice in the Management Committee or the performance of the JV Contract and shall be responsible for any additional costs expenses, losses and liabilities incurred by the non-defaulting Party as a result of such Default.
- 8.3.2** Upon completion of the JV Contract or earlier termination and receipt of payment of all amounts due under the JV Contract, the Defaulting Party and its Representatives shall be entitled to receive from the Joint Venture an amount equal to its share of the profits (as hereinafter defined) less additional costs to the non-defaulting Party and the Defaulting Party's share of the losses. For purposes of this section, "its share of the profits" shall mean the lesser of (a) its Proportionate Share, as provided in Section 4 and as may be modified by this Section 7, of only that portion of the profits of the completed JV Contract which the cost of the Work performed at the time of Default bears to the total cost of the Work performed or (b) its Proportionate Share of estimated profits at the time of Default. In the event that the share of losses chargeable to the Defaulting Party exceeds amounts due from the Joint Venture to the Defaulting Party, the Defaulting Party or its Representatives shall promptly pay such excess to the Joint Venture.
- 8.3.3** After completion or earlier termination of the JV Contract, the liabilities and obligations of the Joint Venture shall be satisfied in the following priority:
- i. Payment to creditors of the Joint Venture, including the establishment of a reserve for contingent liabilities;
 - ii. Payment to the non-defaulting Parties in respect to Working Capital;
 - iii. Payment to the non-defaulting Parties in respect of its additional costs, expenses, losses and liabilities incurred as a result of such Default;
 - iv. Payment to the non-defaulting Parties in respect of its Proportionate Share; and
 - v. Payment to the Defaulting Party in respect of Working Capital, and Proportionate Share; provided, however, that amounts due to the Defaulting Party shall be satisfied solely from remaining Joint Venture assets, if any, and the non-defaulting Parties shall not be required to contribute additional funds for the satisfaction of such amounts due.
- 8.3.4** The Defaulting Party expressly waives the right to an accounting as of the date of Default and shall remain fully liable for its Proportionate Share, as determined hereunder, of all obligations and debts of the Joint Venture, whenever accrued, notwithstanding the Default.

ARTICLE 9 INSURANCE

The Joint Venture shall obtain general liability, property damage and worker's compensation insurance, as well as any other insurance that may be required by the JV Contract or advisable from time to time in the opinion of the Sponsor so as to adequately protect the Parties in accordance with Exhibit C. In the event

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the sponsoring Party elects to obtain one or more of these types of insurance through the self-insurance program of either Party, that Party will be paid an amount equal to the reasonable guaranteed cost of such insurance then available to the Joint Venture.

ARTICLE 10 ACCOUNTING AND AUDIT

- 10.1 Books of Account.** Adequate books of account shall be maintained by the Sponsor and such books of account may be examined by the other Party at all reasonable times and upon reasonable prior written notice. In connection with the Sponsor's assumption of responsibility for maintaining separate accurate records and accounts for the Joint Venture, the following general policies have been agreed upon by the Parties:
- i. The Parties hereby agree that the Sponsor shall maintain the books of the Joint Venture in accordance with accounting standards and principles generally accepted in the United States of America.
 - ii. No Party shall make any charges against the Joint Venture for general and administrative expenses or overhead expenses or for time which may be expended in connection with the performance of the JV Contract by such parties, their officers, or other home office personnel, except as set forth in Exhibit D. The only salaries or wages chargeable to the Project shall be those of persons who are employed in actually carrying out the performance of the JV Contract, except as set forth in Exhibit D or as may be designated by the Management Committee. Each Party shall invoice the Joint Venture for the salaries or wages chargeable to the Project in the performance of the JV Contract.
- 10.2 Reports.** Reports of the financial condition of the Joint Venture and the progress of the Work shall be prepared by the Sponsor and delivered to the other Party quarterly.
- 10.3 Audit.** Upon the request of the Management Committee, or any Party upon its own request to the Management Committee, a periodic audit, not more than once during each calendar year, of such books shall be made from time to time and upon completion of the JV Contract, by an independent firm of certified public accountants engaged by the Sponsor. The cost of the external audits required by the Management Committee shall be an expense of the Joint Venture; the cost of the external audits requested by a Party shall be borne by the requesting Party and shall not be an expense of the Joint Venture.
- 10.4 Tax Matters Authority.** The Sponsor shall be responsible for preparing all required tax returns for filing by the Joint Venture and developing tax reduction strategies on behalf of the Joint Venture.
- 10.5 JV Management Costs.** The Sponsor shall receive compensation for its JV Management Costs, which shall be a cost of the Joint Venture, in the amount of one-fourth of one percent (0.25%) of the JV Contract value. Notwithstanding the foregoing, the JV Management Costs shall not include any costs set forth in Exhibit D, any costs associated with the subcontract purchasing requirements for the Joint Venture and other reasonable costs incurred as a result of its activities as the Sponsor (e.g., handling Owner and subcontractor claims and safety-related matters) to the extent attributable to the JV Contract.
- 10.6 Financial Statement of the Parties.** On an annual basis during the term of this Agreement, or at such other time if either Party to this Agreement provides notice in writing to the other Party that

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it has a reasonable belief that the other Party will be unable to meet its obligations, each Party, and each guarantor under this Agreement, shall provide for review of the other Party a copy of its balance sheet and other financial statements and other pertinent information demonstrating that the Party has sufficient funds to meet its obligations under this Agreement and the JV Contract. If either Party presents a reasonable concern that the information provided by the other Party does not demonstrate that the Party has sufficient funds to meet its obligations under this Agreement and the JV Contract, then the Party demonstrating such concern can request further assurance including but not limited to, cash flow reports, income statements and other information. Each Party shall provide financial statements for the following legal entities:

Party	Legal Entity
RY	Reeves Young LLC
GMC	Goodwyn, Mills and Cawood, Inc.

ARTICLE 11 PROJECT PERFORMANCE

- 11.1 Subcontract Agreements.** To the extent necessary, the Joint Venture may subcontract all or any part of its obligations under the JV Contract. Such subcontracts shall contain substantially the same terms and conditions as the JV Contract.
- 11.2 Self-Performed Work.** Self-Performed Work must be approved by the unanimous consent of the Management Committee.
- 11.3 Ownership of Assets.** All Property acquired by the Joint Venture, if any, shall be owned by and held in the name of the Joint Venture. Upon completion of the JV Contract, such Property and assets then remaining in the possession of the Joint Venture shall be sold at a market price and the money derived from such sale shall be deposited in the general account of the Joint Venture. The Parties shall be given a preference in the purchase of equipment so long as the price paid is a market price.
- 11.4 Rental of Equipment from Parties.** The Parties hereby agree that the Joint Venture may, but shall not be required to, obtain any equipment required for the performance of the JV Contract, if any, from any of the Parties, if available. Each Party furnishing such equipment shall be paid in accordance with rental rates which are consistent with rental rates prevailing in the area where the Project is located. The Joint Venture shall obtain any necessary and appropriate insurance policies for all equipment rented from others in the name of the Joint Venture, if any, while it is in the possession and control of the Joint Venture.

ARTICLE 12 DISTRIBUTIONS

- 12.1 Completion of the JV Contract.** Upon completion of the JV Contract and final acceptance of the Work, and after (i) paying any and all expenses of the Joint Venture and discharging all liabilities not paid by insurance proceeds which shall have been incurred by the Joint Venture in connection with the business of the Joint Venture, and (ii) providing adequate reserves for any and all further foreseeable costs, claims not paid by insurance proceeds which shall be then pending or may be reasonably anticipated to be brought against the Joint Venture or either of the Parties, and any other contingency, and (iii) repaying all remaining Working Capital contributed by the Parties, then, any profits not theretofore distributed and then remaining shall be divided between the Parties in

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accordance with each Party's Proportionate Share. Any reserves which are no longer required, or so much thereof as shall remain, shall be similarly distributed.

- 12.2 Losses.** If the performance of the JV Contract shall result in a loss, the Parties shall bear such loss in the proportions provided in Section 4 (irrespective of the fact that one or more of the Parties might have advanced more than its proportion of Working Capital as provided in Section 7 hereof) and the liability of the Parties for the bearing of losses shall continue with respect to any claims made against either or both of the Parties whether arising before or after the completion of the JV Contract by reason of any matter in connection therewith.

ARTICLE 13 DISPUTES

- 13.1 Disputes Over Critical Decisions.** In the event that after good faith efforts, a decision cannot be reached by the Management Committee in a timely fashion regarding a Critical Decision, a conference call or personal meeting shall be commenced between the Chief Executive Officer of each Party within three (3) business days of any Parties' request in an effort to resolve the decision. Notwithstanding the foregoing, if the dispute is deemed by either party to be a decision that must be timely resolved to ensure the progress of the Project or success of the Joint Venture, or to avoid breaching or increasing the risk of breaching the JV Contract or any subcontract, the Parties shall cooperate, with the decision of the Management Committee representative for the Sponsor.
- 13.2 Arbitration.** If the Parties are still in disagreement, or in the case of other disputes arising out of this Agreement, the dispute shall be settled through binding arbitration, before a panel of three (3) arbitrators appointed pursuant to the Commercial Rules of the American Arbitration Association. The venue of the arbitration shall be the location of the Project, or other mutually agreed neutral venue. The Parties agree that the Fast Track Procedure under the foregoing rules shall be used for disputes arising out of Critical Decisions.

ARTICLE 14 MISCELLANEOUS

- 14.1 Proper Business Practices.** In every aspect of the relationship formed under this Agreement and the transactions that arise from this Agreement, the Parties shall comply with proper standards of ethical business practice at all times, and shall act in a manner that (i) reflects favorably on the Parties; (ii) accurately represents the relationship of the Parties without making unsubstantiated claims; (iii) strictly avoids any and all deceptive, misleading, illegal, immoral or unethical practices that are or might be detrimental to the Parties; and (iv) makes no false or misleading representation with respect to the services of a Party and shall comply with all applicable law.
- 14.2 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and is not subject to any other prior or contemporaneous oral or written agreements or understandings whatsoever. This Agreement may be subsequently modified or supplemented only by a written document signed by all Parties.
- 14.3 Employees.** The Parties agree that they will not hire the other's employees who were assigned to the Project or who worked on the Project in any manner, for one (1) year after completion of the JV Contract, without the express written consent of the other Party. Notwithstanding the preceding,

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in the event a Party is in default hereunder, the non-defaulting Party shall not be bound by this provision.

- 14.4 Assignability.** No Party to this Agreement shall sell, assign or in any other manner transfer its interest including, but not limited to, by a change in control of a Party, in the Joint Venture in whole or in part to any person without the prior written consent of the other Parties. A change in control is defined as the sale of all or substantially all of the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in ownership of more than fifty percent (50%) of the voting capital stock or other membership interest of a Party in one or more related transactions.
- 14.5 No Third-Party Beneficiaries.** This Agreement shall bind and shall be for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person, firm or corporation other than the Parties and their successors and assigns any right, remedy or claim under this Agreement or by reason of any covenant, stipulation, promise or agreement hereof.
- 14.6 Additional Agreements.** From time to time as circumstances may require, the parties shall execute additional or subsidiary documents to facilitate handling the work of the Joint Venture in an efficient and businesslike manner. Without limiting the generality of the foregoing, such additional documents may cover such matters as authorizing specific individuals to execute documents on behalf of the Joint Venture, adding or changing authorized signatures with respect to bank accounts, and the like.
- 14.7 Governing Law.** This Agreement shall be interpreted and the rights of the Parties construed in accordance with the substantive law of the State of Georgia, excluding its rules governing conflict of laws that might refer the governance or construction of this Agreement to the law of another jurisdiction.
- 14.8 Compliance with Applicable Law and Business Standards.**
- 14.8.1** The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.
- 14.8.2** No Party shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity which is 1) illegal under any applicable laws or regulations, or 2) would have the effect of causing the Joint Venture or its Parties to be in violation of the U.S. Foreign Corrupt Practices Act. In performing their responsibilities under this Agreement: the Parties are aware of the substance of the United States Foreign Corrupt Practices Act and agree that no action will be undertaken in violation of it. The Parties will not contravene or otherwise violate any law, regulation or administration decree of the United States of America or its individual jurisdictions or any foreign country (unless compliance would violate the laws of the United States of America.)
- 14.8.3** In connection with this Agreement, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to (1) an Official, including the government(s) of the territories in which work will be performed hereunder; or (2) any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

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- i. influence any official act or decision, or;
- ii. induce an Official to use his or her influence to affect a decision of any government or international organization, or;
- iii. assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
- iv. to obtain an unfair advantage for the Parties in any respect.

14.8.4 In connection with this Agreement, no Parties shall make a contribution to any political party or candidate for office on behalf of or associated with the Joint Venture or in connection with the purpose of this Agreement.

14.8.5 No officer, member, manager, director, owners, principal shareholder, family members thereof, agent, representative or employee of either Party is an Official and neither the Joint Venture nor either Party may employ any Official during the term of this Agreement. Both Parties covenant that no Official is deriving any benefit, directly or indirectly, from this Agreement.

14.8.6 In the event that either Party becomes aware, or has reason to believe that the other Party has committed a violation of this Section 14.8, then such non-defaulting Party shall provide written notice to the defaulting Party regarding the alleged violation and the defaulting Party shall diligently take such action as necessary to cure the alleged violation.

14.8.7 Each Party represents and warrants that it does not have an organizational or consultant conflict of interest, as identified in FAR 9.505 et al. or FAR 9.508 or in any applicable local or state law or regulation, that would prevent the Party from pursuing or performing the work called for in the JV Contract.

14.9 Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

14.10 Incorporation. The following Exhibits attached to this Agreement are incorporated into and made an integral part of this Agreement:

- Exhibit A** Division of Responsibility
- Exhibit B** Form of Guaranty
- Exhibit C** Insurance
- Exhibit D** Costs Chargeable to the Joint Venture

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers, the day and year first above written.

WITNESSED:

Bohn Mann

Reeves Young, LLC

Matthew T. McCormack

By: Matthew T. McCormack

Its: Senior Vice President

WITNESSED:

Kimberly Lewis

Goodwyn, Mills and Cawood, LLC

James J. Teel
By: JAMES J. TEEL
Its: RVP - GEORGIA

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Exhibit A
Division of Responsibility

To be attached.

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Exhibit B
Form of Guaranty

Please contact RY Legal for a copy of the Form of Guaranty.

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Exhibit C
Insurance

Please contact RY Risk Management for a copy of the Insurance Exhibit.

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Exhibit D

Costs Chargeable to the Joint Venture

[To be approved by RY Cost Engineering and Risk Management on a project-by-project basis.]

1. Labor Charges.

a. On-Site Personnel.

i. **Hourly Rate.** The Reimbursable Hourly Rate for each Party's salaried employees working at the Project site shall be calculated and billed as a cost to the Joint Venture in the following manner:

1. The Bare Hourly Rate for each salaried employee shall be obtained by dividing that salaried employee's yearly salary by the total hours worked in a year (based on a 2,080-hour year). A markup of **fifty percent (50%)** shall be added to the Bare Hourly Rate to create the Reimbursable Hourly Rate. The Bare Hourly Rate will not include any compensation elements included in Section 1(a)(ii)(3) below.
2. Allowance Plans paid at least monthly (including but not limited to any allowances for Cost of Living Adjustments, vehicles, phones, etc.) shall be reimbursed with a markup of **fifty percent (50%)**.
3. The **fifty percent (50%)** markup set forth in Section 1(a)(i)(1) above shall be deemed to include all taxes, fringes, benefits, bonuses, incentive compensation, deferred compensation, retirement savings contributions, severance, relocation or temporary living tax gross-ups, workers compensation, Employee Stock Ownership Plan (ESOP) costs, vacation, holiday, sick, maternity leave, parental leave, bereavement leave, training or any other paid non-productive time or cost of employment not included in Section 1(a)(i)(1) above.

ii. Salaried staff working at the Project site shall be approved by the Management Committee.

b. Personnel-Related Charges.

i. **Vehicles.** Vehicles shall be billed to the Joint Venture at a monthly rate of One Thousand One Hundred Dollars (\$1,500.00) per month for personnel assigned to the Project on a full-time basis, which shall be prorated if billing for less than a full month for an employee. This rate shall include all costs associated with the vehicle including, but not limited to, insurance, ownership, rental, repairs, maintenance, fuel, car washes, registrations, and taxes.

ii. Employee Relocation Costs and Travel.

1. Each Party's costs for relocating personnel assigned to the Project on a full-time basis shall be reimbursed by the Joint Venture, provided that such costs are (i) in accordance with that Party's corporate moving and relocation policy; and (ii) agreed to in advance by the Management Committee of the Joint Venture.
2. Employee relocation costs associated with relocation away from the Project shall not be reimbursed by the Joint Venture.

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3. Each Party agrees not to remove from the Project any relocated personnel for which it received reimbursement of employee relocation costs for a period of one (1) year from the date the relocation is completed. If a relocated employee for which a Party received reimbursement of employee relocation costs is removed prior to one (1) from the date the relocation is completed, the Party shall return a portion of the reimbursed employee relocation costs to the Joint Venture, calculated as follows: days after relocation complete divided by 365 = portion of costs that must be returned to the Joint Venture.
4. Travel and related expenses will only be reimbursable by the Joint Venture for employees whose hours are billable to the Joint Venture.
5. Periodic travel for mandatory company meetings, training events, employee development, and other similar activities shall be an allowable cost to the Joint Venture.
6. Employment Fees (head hunter fees) are reimbursable by the Joint Venture if approved by the Management Committee.

c. Other Personnel.

- i. If any salaried employees considered subject matter experts (i.e., earned value management, Virtual Design and Construction [VDC]) that are regularly assigned to a Party's regional or home office with responsibilities beyond the Project are anticipated to perform services benefiting the Joint Venture, an estimate of those services must be included in the General Conditions costs in the Joint Venture's proposal, and shall be calculated and paid in accordance with 1(a)(i) above. If any such services are not included in the proposal, then they shall not be reimbursable as a cost to the Joint Venture, unless approved in advance by the Management Committee.
- ii. If any salaried employees that are regularly assigned to a regional or home office with responsibilities beyond the Project are anticipated to perform purchasing services benefiting the Joint Venture, those services shall be reimbursable as a cost of the Joint Venture in accordance with 1(a)(i) above.
- iii. If a Party's salaried employee regularly assigned to a regional or home office with oversight and responsibilities beyond the Project performs extraordinary services benefiting the Joint Venture (e.g., handling Owner and subcontractor claims and safety-related matters), that salaried employee shall be reimbursable as a cost of the Joint Venture, as approved in advance by the Management Committee of the Joint Venture.

d. Billing for Personnel.

- i. The Joint Venture shall reimburse each Party for full time salaried employees at their respective Reimbursable Hourly Rate multiplied by forty (40) hours per week.
- ii. Hours billed to the Joint Venture for a salaried employee shall not exceed hours paid to that salaried employee.

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2. Computers, Data, and IT.

- a. The cost of data and internet service for the Joint Venture shall be the actual cost incurred and billed by the service provider.
- b. Printers, copiers, desktop phone systems, and Project-specific network hardware and software shall be a cost of the Project.
- c. Any hardware or software beyond standard issue and/or configuration shall be a cost of the Project (i.e., docking stations, monitors, Bluebeam, etc.).

3. JV Management Costs.

- a. RY, as the Sponsor, shall receive its costs for management of the Joint Venture (“JV Management Costs”) in an amount equal to **one-fourth of one percent (0.25%)** of the value of the contract with the Owner for the Project. The JV Management Costs, which shall be a cost of the Joint Venture, shall be considered compensation for various home office costs associated with the Joint Venture including, but not limited to, maintaining the Project payroll and accounting records at its home office, internal audit, preparing tax returns, the cost of storing and maintaining the records associated with the Operating Agreement, legal services, subcontract management, information technology (IT) support, cost engineering support, corporate oversight, regional quality control and regional safety departmental costs.
- b. Notwithstanding the foregoing, the JV Management Costs shall not include any costs set forth below, including but not limited to those costs associated with the subcontract purchasing requirements for the Joint Venture and other reasonable costs incurred as a result of RY’s activities as the Sponsor (e.g., handling Owner and subcontractor claims and safety-related matters) to the extent attributable to the contract with the Owner for the Project.

4. Miscellaneous.

- a. The costs set forth in this Exhibit shall be billed monthly.
- b. If a Party reasonably believes it will incur additional costs on behalf of the Joint Venture that are not set forth herein, the Parties will negotiate in good faith to determine and approve those costs in advance.
- c. GMC shall be paid based on their monthly billing with no retainage held from the JV entity.

STATEMENT OF PROPOSER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Scott Candler Water Treatment Plant
Project Location	Doraville, GA
Contractor's Project Manager	Robby Land
Contractor's Project Superintendent	Pedro Ibarra
Owners Representative & Phone Number	John Patterson 404.732.4169
Design Engineer Representative Name & Phone Number	Larry Lu 404.542.6834
Treatment Plant Size (MGD)	150
Treatment Plant Type:	Water Treatment Plant
Initial Contract Amount	\$ 11,203,551
Final Contract Amount	\$ 13,328,073
Project Duration Date Started:	Date Started 12/27/2017
	Date Completed: 1/5/2022
	Time Extensions: N/A
Was the Project Completed on Time?	Yes
<p>Description of Major Project Components:</p> <p>This project included the refurbishment of 3 steel tanks, two of which required roof replacement. All tanks required new vents, ladders, manways, removal and replacement of all coatings both interior and exterior, as well as other miscellaneous repairs. Replace the high service pump station No. 1 intake header, remove four (4) small transfer pumps, install two (2) large transfer pumps, and install new 54" suction line at the Scott Candler Water Treatment Plant.</p> <p>Reeves Young self-performed 50% of the overall work on the project including tank demolition, process equipment, processes piping, and site utilities.</p>	

STATEMENT OF PROPOSER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	South Cobb WRF
Project Location	Austell, GA
Contractor's Project Manager	Jeff Rhodes
Contractor's Project Superintendent	Alex Mejia
Owners Representative & Phone Number	Richard Wittman 404.427.6272
Design Engineer Representative Name & Phone Number	Joe Gaskins 404.427.2324
Treatment Plant Size (MGD)	120
Treatment Plant Type:	Water Reclamation Facility
Initial Contract Amount	\$ 23,596,000
Final Contract Amount	\$ 26,506,797
Project Duration Date Started:	Date Started: 12/1/2019
	Date Completed: 12/11/2022
	Time Extensions: N/A
Was the Project Completed on Time?	Yes
Description of Major Project Components: The project is focused on rehabilitating an existing wastewater pump station that was rendered inoperable due to a flood of raw sewage. The rehabilitation works involve several critical steps including cleaning the 200-foot Influent Lift Station, as well as removing and replacing submerged components. These components range from mechanical and structural to electrical parts, all integral to the functionality of the station. The pump station, located underground, is significant in size, boasting a diameter of approximately 100 feet and extending about 204 feet below grade. The lift station is uniquely designed with a concentric cylinder configuration, allowing for optimal functionality in its operations. The inner circle of this structure serves as the wet well, a critical area for the processing and flow of wastewater. In contrast, the dry well, another essential component in a wastewater system, occupies the annular space. This space is situated between the outer cylinder and the exterior wall of the wet well.	

STATEMENT OF PROPOSER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Tanners Bridge WWTF
Project Location	Bethlehem, GA
Contractor's Project Manager	Kevin Spicer
Contractor's Project Superintendent	Duwayne Simmons
Owners Representative & Phone Number	Chip McGaughey 404.583.2645
Design Engineer Representative Name & Phone Number	Tony Reid 251.689.3247
Treatment Plant Size (MGD)	1.5
Treatment Plant Type:	Wastewater Treatment Facility
Initial Contract Amount	\$ 15,565,406
Final Contract Amount	\$ 15,565,406
Project Duration Date Started:	Date Started 4/23/2019
	Date Completed: 10/15/2021
	Time Extensions: N/A
Was the Project Completed on Time?	Yes
<p>Description of Major Project Components:</p> <p>This progressive design-build project for Barrow County included providing design and construction services to expand the capacity of Tanner's Bridge Wastewater Treatment Facility to 1.5MGD. Design features included septage receiving, headworks, a splitter box, two sequencing batch reactors, an equalization basin, a dewatering building with belt press, a digester, a chlorine contact chamber, and a flow monitor effluent pump station, and aeration and discharged into the Apalachee River.</p> <ul style="list-style-type: none"> • While the expansion project was ongoing, the existing 0.5 MGD facility remained in service. • Reeves Young performed 60% of the work. • Reeves Young completed 80% of the drawings in 6 months instead of 9 months. • Reeves Young committed to the GMP at 60% design, allowing the construction to begin while the procedure is completed. 	

STATEMENT OF PROPOSER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Whitewater Creek WPCP
Project Location	Fayetteville, GA
Contractor's Project Manager	Greg VandenHeuvel,
Contractor's Project Superintendent	Jason Taylor
Owners Representative & Phone Number	Chris Hindman 770.460.4664
Design Engineer Representative Name & Phone Number	Jim Teel 678.566.3776
Treatment Plant Size (MGD)	5
Treatment Plant Type:	Water Pollution Control Plant
Initial Contract Amount	\$ 15,949,128
Final Contract Amount	\$ 16,255,437
Project Duration Date Started:	Date Started 9/9/2019
	Date Completed: 1/9/2021
	Time Extensions: N/A
Was the Project Completed on Time?	Yes
<p>Description of Major Project Components:</p> <p>The Whitewater Creek Water Pollution Control Plant (WPCP) was owned and operated by the City of Fayetteville before the upgrades. The facility was originally constructed in 1978-1979 and has been expanded and upgraded twice. One portion of the plant utilized a sequencing batch reactor treatment process, and the other portion of the plant utilized a conventional activated sludge (CAS) process.</p> <p>The recommended improvements to the Whitewater Creek WPCP were: construction of an influent flow equalization basin splitter box, conversion of the two (2) existing SBRs to oxidation ditches utilizing a Simultaneous Nitrification-Denitrification (SND) treatment process, construction of two (2) new secondary clarifiers, new RAS/WAS pump station, tertiary filtration, restore plant reuse pump station capacity, improvements to existing aerobic digester, improvements to chemical feed systems, installation of new supervisory control and data acquisition (SCADA) system, and abandoning the existing activated sludge plant.</p>	

STATEMENT OF PROPOSER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Purrysburg WTP
Project Location	Hardeeville, SC
Contractor's Project Manager	Tripp Davis
Contractor's Project Superintendent	Jimmy Richmond
Owners Representative & Phone Number	Tammy Holman 843.987.8087
Design Engineer Representative Name & Phone Number	Tony Reid 251.689.3247
Treatment Plant Size (MGD)	30
Treatment Plant Type:	Water Treatment Plant
Initial Contract Amount	\$ 42,810,000
Final Contract Amount	\$ TBD
Project Duration Date Started:	Date Started 3/6/2023
	Date Completed: TBD
	Time Extensions: TBD
Was the Project Completed on Time?	TBD
Description of Major Project Components: This project comprises a multi-faceted approach to water management and treatment upgrades. The plan includes installing new pumps at the River, Reservoir, Transfer, and High-Pressure Pump stations. Along with this, the Chemical Feed Facility will undergo enhancements, incorporating new tanks, pumps, and modern sodium hypochlorite onsite generation equipment. Additionally, the project stipulates the construction of a weir flow splitting facility, a PAC contactor, and Static Rapid mix equipment. We will also establish a new Flocculation and Sedimentation Basin, five new Dual Media Filters, and various valves and piping. Key enhancements will be made to Instrumentation and Controls, Electrical Work and Controls, and overall Civil/Site work. This undertaking aims to double the existing treatment plant's capacity from 15 million gallons per day (MGD) to 30 MGD.	

STATEMENT OF PROPOSER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Atlanta Newnan Road Pump Station
Project Location	Atlanta, GA
Contractor's Project Manager	Robby Land
Contractor's Project Superintendent	Alex Mejia
Owners Representative & Phone Number	David Clark 404.612.2804
Design Engineer Representative Name & Phone Number	Tony Reid 251.689.3247
Treatment Plant Size (MGD)	1.2
Treatment Plant Type:	Pump Station and Force Main
Initial Contract Amount	\$ 21,989,835
Final Contract Amount	\$ TBD
Project Duration Date Started:	Date Started 12/7/2021
	Date Completed: TBD
	Time Extensions: TBD
Was the Project Completed on Time?	TBD
Description of Major Project Components: The water resources division of the Fulton County department of public works (Fulton County) has requested that Reeves Young & GMC prepare a design and guaranteed maximum price (GPM) for the construction of the Atlanta Newnan Road Pump Station and force main project. This project will achieve several goals for Fulton County including: <ul style="list-style-type: none"> • Removal of privately maintained water reclamation facilities experiencing land application treatment issues with-in the Serenbe development. • Replace the Little Bear Water Reclamation Facility with a pump station to serve the existing Crossroads Development, the Little Bear Creek sewer basin, proposed Foxhall and Wilkerson Mill developments, and the surrounding area. • Provide sewer infrastructure which can be extended to serve the Serenbe area, Chattahoochee Hills, and Palmetto. 	

STATEMENT OF PROPOSER’S QUALIFICATIONS

ROBBY LAND

PROJECT MANAGER EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Atlanta Newnan Road Pump Station
Project Location	Atlanta, GA
Contractor’s Project Manager	Robby Land
Owners Representative & Phone Number	David Clark 404.612.2804
Design Engineer Representative	Goodwyn Mills Cawood
Name & Phone Number	Tony Reid 251.689.3247
Treatment Plant Size (MGD)	1.2
Treatment Plant Type:	Pump Station and Force Main
Initial Contract Amount	\$21,989,835
Final Contract Amount	\$TBD
Project Duration Date Started:	Date Started 12/7/2021
	Date Completed: TBD
	Time Extensions: TBD
Was the Project Completed on Time?	TBD
Description of Major Project Components:	
<p>The water resources division of the Fulton County department of public works (Fulton County) has requested that Reeves Young & GMC prepare a design and guaranteed maximum price (GPM) for the construction of the Atlanta Newnan Road Pump Station and force main project. This project will achieve several goals for Fulton County including:</p> <ul style="list-style-type: none"> • Removal of privately maintained water reclamation facilities experiencing land application treatment issues with-in the Serenbe development. • Replace the Little Bear Water Reclamation Facility with a pump station to serve the existing Crossroads Development, the Little Bear Creek sewer basin, proposed Foxhall and Wilkerson Mill developments, and the surrounding area. • Provide sewer infrastructure which can be extended to serve the Serenbe area, Chattahoochee Hills, and Palmetto. 	

STATEMENT OF PROPOSER'S QUALIFICATIONS

ROBBY LAND

PROJECT MANAGER EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Scott Candler Water Treatment Plant
Project Location	Doraville, GA
Contractor's Project Manager	Robby Land
Owners Representative & Phone Number	John Patterson 404.732.4169
Design Engineer Representative	R&C Infratech Engineering, Inc.
Name & Phone Number	Larry Lu 404.542.6834
Treatment Plant Size (MGD)	150
Treatment Plant Type:	Water Treatment Plant
Initial Contract Amount	\$ 11,203,551
Final Contract Amount	\$ 13,328,073
Project Duration Date Started:	Date Started 12/27/2017
	Date Completed: 1/5/2022
	Time Extensions: N/A
Was the Project Completed on Time?	Yes
Description of Major Project Components: <p>This project included the refurbishment of 3 steel tanks, two of which required roof replacement. All tanks required new vents, ladders, manways, removal and replacement of all coatings both interior and exterior, as well as other miscellaneous repairs. Replace the high service pump station No. 1 intake header, remove four (4) small transfer pumps, install two (2) large transfer pumps, and install new 54" suction line at the Scott Candler Water Treatment Plant.</p> <p>Reeves Young self-performed 50% of the overall work on the project including tank demolition, process equipment, processes piping, and site utilities.</p>	

ALEX MEJIA

STATEMENT OF PROPOSER’S QUALIFICATIONS

CONSTRUCTION PROJECT SUPERINTENDENT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Atlanta Newnan Road Pump Station
Project Location	Atlanta, GA
Construction Project Superintendent	Alex Mejia
Owners Representative & Phone Number	David Clark 404.612.2804
Design Engineer Representative	Goodwyn Mills Cawood
Name & Phone Number	Tony Reid 251.689.3247
Treatment Plant Size (MGD)	1.2
Treatment Plant Type:	Pump Station and Force Main
Initial Contract Amount	\$ 21,989,835
Final Contract Amount	\$ TBD
Project Duration Date Started:	Date Started 12/7/2021
	Date Completed: TBD
	Time Extensions: TBD
Was the Project Completed on Time?	TBD
Description of Major Project Components: The water resources division of the Fulton County department of public works (Fulton County) has requested that Reeves Young & GMC prepare a design and guaranteed maximum price (GPM) for the construction of the Atlanta Newnan Road Pump Station and force main project. This project will achieve several goals for Fulton County including: <ul style="list-style-type: none"> • Removal of privately maintained water reclamation facilities experiencing land application treatment issues with-in the Serenbe development. • Replace the Little Bear Water Reclamation Facility with a pump station to serve the existing Crossroads Development, the Little Bear Creek sewer basin, proposed Foxhall and Wilkerson Mill developments, and the surrounding area. • Provide sewer infrastructure which can be extended to serve the Serenbe area, Chattahoochee Hills, and Palmetto. 	

ALEX MEJIA

STATEMENT OF PROPOSER’S QUALIFICATIONS

CONSTRUCTION PROJECT SUPERINTENDENT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	South Cobb WRF
Project Location	Austell, GA
Construction Project Superintendent	Alex Mejia
Owners Representative & Phone Number	Richard Wittman 404.427.6272
Design Engineer Representative	Arcadis
Name & Phone Number	Joe Gaskins 404.427.2324
Treatment Plant Size (MGD)	120
Treatment Plant Type:	Water Reclamation Facility
Initial Contract Amount	\$ 23,596,000
Final Contract Amount	\$ 26,506,797
Project Duration Date Started:	Date Started 12/1/2019
	Date Completed: 12/11/2022
	Time Extensions: N/A
Was the Project Completed on Time?	Yes
Description of Major Project Components:	
<p>The project is focused on rehabilitating an existing wastewater pump station that was rendered inoperable due to a flood of raw sewage. The rehabilitation works involve several critical steps including cleaning the 200-foot Influent Lift Station, as well as removing and replacing submerged components. These components range from mechanical and structural to electrical parts, all integral to the functionality of the station. The pump station, located underground, is significant in size, boasting a diameter of approximately 100 feet and extending about 204 feet below grade.</p> <p>The lift station is uniquely designed with a concentric cylinder configuration, allowing for optimal functionality in its operations. The inner circle of this structure serves as the wet well, a critical area for the processing and flow of wastewater. In contrast, the dry well, another essential component in a wastewater system, occupies the annular space. This space is situated between the outer cylinder and the exterior wall of the wet well.</p>	

GRAHAM SIZEMORE

STATEMENT OF PROPOSER'S QUALIFICATIONS

DESIGN ENGINEER EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Atlanta Newnan Road Pump Station
Project Location	Atlanta, GA
Design Engineer & Discipline	Graham Sizemore
Owners Representative & Phone Number	David Clark 404.612.2804
Design Engineer Representative	Goodwyn Mills Cawood
Name & Phone Number	Tony Reid 251.689.3247
Treatment Plant Size (MGD)	1.2
Treatment Plant Type:	Pump Station and Force Main
Initial Contract Amount	\$ 21,989,835
Final Contract Amount	\$ TBD
Project Duration Date Started:	Date Started 12/7/2021
	Date Completed: TBD
	Time Extensions: TBD
Was the Project Completed on Time?	TBD
Description of Major Project Components: The water resources division of the Fulton County department of public works (Fulton County) has requested that Reeves Young & GMC prepare a design and guaranteed maximum price (GPM) for the construction of the Atlanta Newnan Road Pump Station and force main project. This project will achieve several goals for Fulton County including: <ul style="list-style-type: none"> • Removal of privately maintained water reclamation facilities experiencing land application treatment issues with-in the Serenbe development. • Replace the Little Bear Water Reclamation Facility with a pump station to serve the existing Crossroads Development, the Little Bear Creek sewer basin, proposed Foxhall and Wilkerson Mill developments, and the surrounding area. • Provide sewer infrastructure which can be extended to serve the Serenbe area, Chattahoochee Hills, and Palmetto. 	

END OF SECTION

GRAHAM SIZEMORE

STATEMENT OF PROPOSER'S QUALIFICATIONS

DESIGN ENGINEER EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	Tanners Bridge WWTF
Project Location	Bethlehem, GA
Design Engineer & Discipline	Graham Sizemore
Owners Representative & Phone Number	Chip McGaughey 404.583.2645
Design Engineer Representative	Goodwyn Mills Cawood
Name & Phone Number	Tony Reid 251.689.3247
Treatment Plant Size (MGD)	1.5
Treatment Plant Type:	Wastewater Treatment Facility
Initial Contract Amount	\$ 15,565,406
Final Contract Amount	\$ 15,565,406
Project Duration Date Started:	Date Started 4/23/2019
	Date Completed: 10/15/2021
	Time Extensions: N/A
Was the Project Completed on Time?	Yes
Description of Major Project Components: This progressive design-build project for Barrow County included providing design and construction services to expand the capacity of Tanner's Bridge Wastewater Treatment Facility to 1.5MGD. Design features included septage receiving, headworks, a splitter box, two sequencing batch reactors, an equalization basin, a dewatering building with belt press, a digester, a chlorine contact chamber, and a flow monitor effluent pump station, and aeration and discharged into the Apalachee River. <ul style="list-style-type: none"> • While the expansion project was ongoing, the existing 0.5 MGD facility remained in service. • Reeves Young performed 60% of the work. • Reeves Young completed 80% of the drawings in 6 months instead of 9 months. • Reeves Young committed to the GMP at 60% design, allowing the construction to begin while the procedure is completed. 	

END OF SECTION

CONTRACTOR SAFETY RECORD FORM

I. General Information

Name of Firm: Reeves Young, LLC	
Business Address: 45 Peachtree Industrial Blvd Sugar Hill, GA 30518	
Telephone: 770.271.1159	Fax: 770.271.5856
Prepared by/Title: Matthew McCormack Senior Vice President	Date Prepared: 8/8/2023

II. Experience Modification Rates

List your firm's Workers Compensation Experience Modification Rates (EMR) for the last three years.

Year	Experience Modification Rate (EMR)
2022	1.24
2021	1.15
2020	.96

III. OSHA Incidence Rates

A. List your firm's Occupational Safety Health Administration (OSHA) incidence rates for the last three years.

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*
2022	17	1,009,862	3.37
2021	5	822,576	1.22
2020	2	869,384	0.46

*Use your OSHA Form No. 200 and the formula:
 (Total Incidents x 200,000 hours) ÷ (Number of hours worked) = Incidence Rate

B. Provide your incidence rates over the last three years for the following categories:

Category	Incidence Rate by Year*		
	Year 2022	Year 2021	Year 2020
Fatalities	0	0	0
Injuries and Illnesses with Lost	0.20	0.49	0.46

Work Days			
Injuries and Illnesses with Restricted Work Days	1.78	0.73	0.00

*Use your OSHA Form No. 200 and the formula:

$(\text{Total Incidents} \times 200,000 \text{ hours}) \div (\text{Number of hours worked}) = \text{Incidence Rate}$

IV. Safety Program Information

A. Do you have a written safety program?

Yes No (If yes, attach outline)

B. Which of the following does your safety program contain:

1. Does your company require health and safety training of its subcontractors?

Yes No

2. Is documentation of health and safety training required?

Yes No

3. Do you have a Hazard Communication Program (29 CFR 1910.1200, CCR Title 8 Section 5194)?

Yes No

4. Do you have a Confined Space Entry and Rescue Program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)?

Yes No (If yes, attach explanation)

5. Do you have a "Hot Work" permit program (29 CFR 1910.146, CCR Title 8 5156-5159)?

Yes No (If yes, attach explanation)

6. Do you have a "Lock-Out/Tag-Out" program (29 CFR 1910.417)?

Yes No (If yes, attach explanation)

C. Do you have an Equipment Maintenance Program for the following:

1. Miscellaneous construction tools and equipment? Yes No

2. Ladders? Yes No

3. Scaffolds? Yes No

4. Heavy Equipment? Yes No

5. Vehicles? Yes No

D. Do you have a new employee safety orientation program?

Yes No

If yes, does it include the following:

(a) Company Safety Policy Yes No

(b) Company Safety Rules Yes No

(c) Safety Meeting Attendance Yes No

(d) Company Safety Record Yes No

(e) Hazard Recognition Yes No

(f) Hazard Reporting Yes No

(g) Injury Reporting Yes No

(h) Non-Injury Accident Reporting Yes No

(i) Personal Protective Equipment Yes No

(j) Respiratory Protection Yes No

(k) Fire Protection Yes No

(l) Housekeeping Yes No

(m) Toxic Substance Yes No

(n) Electrical Safety Yes No

(o) Fall Protection Yes No

(p) First-Aid/CPR Yes No

(q) Driving Safety Yes No

(r) Hearing Conservation Yes No

(s) Lock-Out/Tag-Out Yes No

(t) Bloodborne Pathogens Yes No

(u) Asbestos Yes No

(v) Confined Spaces Yes No

(w) Hazard Communication

Yes No

E. Do you conduct safety meetings for your employees? Yes No

If yes, how often:

Daily Weekly Bi-Weekly Monthly As Need

F. Do you conduct health and safety audits of work in progress? Yes No

1. if yes, who conducts the audits?

Consultant, Safety Plus

2. how often are the audits conducted?

Start of New Job and Weekly

G. Do you notify all employees of accidents and precautions related to accidents and near misses?

Yes No

If yes, how is this notification accomplished?

(a) Safety meetings Yes No

(b) Post notification in office Yes No

(c) Post notification at the site where the incident occurred Yes No

(d) Other _____

H. Is safety a criteria in evaluating the performance of:

1. Employees Yes No

2. Supervisors Yes No

3. Management Yes No

I. Does your firm hold "tailgate" safety meetings? Yes No

If yes, how often:

Daily Weekly Bi-Weekly Monthly As Need

J. Does your company have a drug and alcohol testing policy?

Yes No

K. Does your company require that subcontractors participate in a drug surveillance/testing program?

Yes No

L. Does your company have a method of disseminating safety information?

Yes No



REEVES + YOUNG

SAFETY MANUAL



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EXHIBIT C
ADDENDA

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

ADDENDUM #	<u>1</u>	DATED	<u>6/28/23</u>
ADDENDUM #	<u>2</u>	DATED	<u>7/7/23</u>
ADDENDUM #	<u>3</u>	DATED	<u>7/18/23</u>
ADDENDUM #	<u>4</u>	DATED	<u>7/25/23</u>
ADDENDUM #	<u>5</u>	DATED	<u>8/2/23</u>
ADDENDUM #	<u>6</u>	DATED	<u>8/10/23</u>

PROPOSER: Reeves Young GMC, JV

Signed by: Matthew McCormack *Matthew T McCormack*

Title: Senior Vice President
[Type or Print Name]

Business Address: 45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

Business Phone: 770.271.1159

Proposer's Contractor License No: GCQA007447 Georgia | Gwinnett
[State/County]

License Expiration Date: 6/30/24

Note: If the Proposer is a corporation, the Proposal 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 Proposal, as principals, are as follows:

Name	Address
Matthew McCormack	45 Peachtree Industrial Blvd Sugar Hill, GA 30518

END OF SECTION

EXHIBIT D

COST PROPOSAL

From: [Greg VandenHeuvel](#)
To: [Adams, Janett](#)
Cc: [Matthew McCormack](#); [Ty Kelley](#)
Subject: Revised Pricing for D/B Services - Camp Creek WRF Immediate Needs
Date: Thursday, October 19, 2023 3:47:32 PM
Attachments: [DB Camp Creek - VE-Corrected Bid Form - BAFO.pdf](#)

This Message Is From an External Sender

This message came from outside Fulton County Government. Use caution with links/attachments.

[Report Suspicious](#)

Janett,

Please see attached for the revised cost proposal (in bid form format), incorporating the adjustments discussed during our conference call earlier today (10/19/2023), which includes reducing the Engineering & Design cost, reducing the Secondary Clarifier Replacement cost, and removing the Contractor's Contingency. Please note, Reeves Young intends to reuse the existing conductors from the junction/pull box nearest the equipment being replaced to the existing electrical gear upstream of the equipment. Should testing of the existing conductors dictate replacement of the conductors is necessary, the additional cost will be addressed via the Owner's contingency.

As always, please do not hesitate to reach out with any questions.

Thank you,

Greg

Greg VandenHeuvel

Senior Preconstruction Manager

gvandenheuvel@reevesyoung.com | reevesyoung.com

T | M 630.440.4767

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Design/Build Services – Camp Creek WRF 2023 Immediate Needs

Revised Bid Form Incorporating Value-Engineering Alternatives - Rev. 02

BASE PROPOSAL AMOUNT					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1.	Engineering & Design	1	L.S.	\$ 550,000.00	\$ 550,000.00
2.	Primary Clarifier Replacement	3	L.S.	\$ 838,767.00	\$ 2,516,301.00
3.	Secondary Clarifier Replacement	3	L.S.	\$ 1,630,366.33	\$ 4,891,099.00
4.	Sludge Holding Jet Mix Blower System	1	L.S.	\$ 1,128,000.00	\$ 1,128,000.00
5.	Septage Receiving and Pre- Treatment System	1	L.S.	\$ -	\$ -
6.	UV Influent Gate Replacement	1	L.S.	\$ 352,000.00	\$ 352,000.00
7.	Clarifier Concrete Epoxy Coating	0	FT ²	\$ 13.00	\$ -
8.	Clarifier Concrete Repair and Epoxy Coating	9,700	FT ²	\$ 18.00	\$ 174,600.00
9.	Tank and Pipe Cleaning	150	TONS	\$ 420.00	\$ 63,000.00
10.	Demolition of the Field Erected Treatment Plants	2	L.S.	\$ -	\$ -
10.	Contractor's Contingency	1	L.S.	\$ -	\$ -
Owner-Directed Allowances*					
11.	Contingency	1	L.S.	\$ 50,000.00	\$ 50,000.00
12.	Construction video & photo documentation	1	L.S.	\$ -	\$ -
Base Bid Amount (sum of items 1 through 12) :					\$ 9,725,000.00

EXHIBIT E
BID, PERFORMANCE, AND PAYMENT
BONDS

BID BOND

INSTRUCTIONS

1. No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County.
2. 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.
3. 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.
4. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract.
5. 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.
6. 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.
7. Attestation for the Corporation must be by the Corporate Officer; for a partnership by another partner; for an individual by a notary with the Corporate Seal.

Enclosed is a Bid Bond in the approved form, in the amount of _____
Five Percent (5%) of Principal Bid 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 22nd day of August, 2023

ATTEST: Beth Mann

PRINCIPAL - Reeves Young GMC, JV

MATTHEW T MCCORMACK BY Matthew T McCormack

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Dawn Welch, certify that I am the Secretary of the Corporation named as principal in the within bond; that Matthew T. McCormack 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.

Dawn Welch

SECRETARY

(CORPORATE SEAL)

Liberty Mutual Insurance Company

SURETY

Deborah B. Sasser, Attorney-in-Fact

BY Deborah B Sasser

(SEAL)

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 [Insert Project Number and Project Name]

"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, 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 [Insert Project Number and Project Name]

"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)

EXHIBIT F

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

PROJECT REQUIREMENTS/SCOPE OF WORK

This section reflects the Revised Scope of Work per Reeves Young Value Engineering Letter dated October 12, 2023, and Revised Bid Form Incorporating Value-Engineering Alternatives - Rev. 02, provided October 19, 2023.

This project will require all engineering, construction, materials, and associated services, necessary to complete the design and construction to repair three primary north clarifiers, three secondary north clarifiers, replace the digester blower system, as further described in Section 3. The work will take place at Fulton County's Camp Creek WRF.

This project is to repair and replace certain process equipment within the CCWRF. The north plant primary and secondary clarifiers have experienced failures due to irreparable corrosion and must be replaced to ensure plant process reliability and NPDES compliance. The blower system for the sludge holding tanks have experienced failures and must be replaced to provide process reliability.

This section lists the primary tasks for this project to be completed by the D/B Company through their Work.

- A. The D/B Company shall overall be responsible for, but not limited to, the following:
1. Review the Design constraints and requirements provided in the RFP package;
 2. Review the conditions and constraints at the CCWRF;
 3. Project Management, planning, and scheduling of the design and construction of the work both on and off site;
 4. Finalization of the detailed Project design in accordance with the Project criteria, constraints, and best Engineering practices;
 5. Develop and submit concept, design, and Construction Documents for review and guidance;
 6. Obtain required permits and approvals for the project;
 7. Conduct and participate in all required meetings;
 8. Cost estimation, scheduling, and project controls;
 9. Procurement and management of all design, engineering, and construction work;
 10. Providing all equipment, products, and materials;
 11. Procurement and management of all labor, subcontractors, vendors, and suppliers;
 12. Maintain health and safety guidelines and requirements and ensure subcontractors' adherence to provide a safe work site for all Project participants;
 13. Demolition, site preparation, and existing utility location and relocation;
 14. Provide temporary systems, including piping, pumping, water, and/or power;
 15. Maintain and protect existing structures, piping, and other utilities;
 16. Handling, staging, management, and security of materials and equipment;
 17. Site access management, and security of the D/B Company's work;
 18. Managing construction work to assure compliance with all equipment warranties;
 19. Coordinate and conduct start-up and commissioning, and training;
 20. Provide and update the schedule of work;
 21. Quality assurance and quality control of the design and construction, including inspections and testing;

22. Development of and execution of equipment performance testing;
23. Prepare and furnish complete and accurate record documents of the Project, including Operations and Maintenance data.

B. The following are the primary tasks for the D/B Company for this project:

1. **North Plant Secondary Clarifiers:** Replacement, in kind, of the three 125 ft diameter Dorr-Oliver Eimco (Ovivo) CH secondary clarifiers. These are identified as clarifiers SC-5110, SC-5120, and SC-5130 in the CCWRF as-builts.
 - a. A complete replacement will be provided, with rehabilitating existing drive units, and wall-mounted FRP launders and baffles, as further described in Reeves Young Value Engineering Letter dated October 12, 2023.
2. **North Plant Primary Clarifiers:** Replacement, in kind, of the three 95 ft diameter Dorr-Oliver Eimco (Ovivo) Type S primary clarifiers. These are identified as clarifiers PC-3110, PC-3120, and PC-3130 in the CCWRF as-builts.
 - a. A complete replacement will be provided, as further described in Reeves Young Value Engineering Letter dated October 12, 2023.
 - b. The existing Conservatek tank covers are to be reused and are to be reinstalled in the same condition and functionality before removal. Maintain odor control airflow from the online primary clarifiers.
3. **Clarifier Concrete Repair and Epoxy Coating**
 - a. Concrete repair and epoxy coating for surfaces in the primary clarifiers from 1 ft below waterline to top of concrete.
 - i. The repairs shall consist of repairing the concrete, to an average depth of two inches, prior to applying a protective epoxy coating.
 - ii. Epoxy coating is to be based on Tnemec Perma-Glaze Series 435, or equal, applied at a minimum of 40.0 mils dry film thickness unless recommended otherwise by the manufacturer.
 - iii. A line item has been made for this item which is to be for complete concrete work and epoxy coating per square foot.
 - b. Prior to this work, the County will review the areas to be repaired and/or coated with the Contractor, and the Contractor shall seek approval from the County as to the necessity and estimated area of the repair.
4. **Sludge holding tank jet mix system.** The four blowers for the sludge holding tank jet mix system shall be replaced. The existing blowers have equipment tag numbers B-9210, B-9220, B-9230, and B-9240 in the CCWRF as-builts.
 - a. The installation is to be complete with piping, valves, silencers, instrumentation, electrical, and controls.

5. Replacement of the UV Influent Gates

- a. Replace the three UV disinfection influent channel gates, which will include removal of the existing aluminum gates and electric actuators and installation of new stainless steel gates and new electric actuators. These gates have equipment tag numbers SG-8110-1, SG-8120-1, and SG-8130-1.
 - i. New influent UV gates to be Whipps, inc. Series 900, or owner approved equal. The new gate installation type may be either embedded, channel mount, or wall mount.
 - ii. Contractor shall be responsible for stopping and controlling the flow to the UV channels during the removal of the existing gates and installation of the new gates. Two UV disinfection channels must remain in service at all times.

6. Tank and Pipe Cleaning

- a. It is anticipated that cleaning of the tanks and piping, of an unknown quantity, will be required. A line item has been included in the bid form to cover this work.
 - i. This item will be used to pay for all removal, transportation and disposal costs of process waste removed from tanks, channels, and piping. Any claim for payment from this item is to be supported with appropriate documentation, including weigh tickets and manifests, to show the quantity of material properly disposed of. This item covers process waste of an unconfirmed quantity prior to the start of the Work. Here, process waste describes items such as grit, scum, sludge, solids, and trash that can typically be found in raw wastewater or wastewater treatment processes.
 - ii. Prior to cleaning, the County will review the structure to be cleaned with the Contractor, and the Contractor shall seek approval from the County as to the necessity and estimated quantity of the cleaning.

7. Additional Requirements

- a. Where the preceding scope states that the work or equipment shall be "in kind," the same features, components, performance, and functionality shown in the as-builts, operation and maintenance manuals, manufacturer's recommendations and requirements, and current best practice shall be provided with the new work or equipment, unless stated otherwise.
- b. It is not necessary that new equipment be the same manufacturer as the original. The DPW may consider a D/B Company's proposed manufacturer if the Department of Public Works determines that a different manufacturer would be more beneficial due to cost, lead time, reliability, or performance.
- c. Existing Operations
 - i. A primary clarifier can be made available for concrete repair starting in April. Both a primary and secondary can be simultaneously taken offline starting the last week of May.

- ii. The existing facilities must remain in operation while investigation and construction activities are in progress.
- iii. The D/B Company shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facilities are out of service.
- iv. Before any facilities are blocked off, the Owner's approval shall be obtained.

8. PRIORITY OF WORK

Due to the condition and the critical nature of the clarifiers, the D/B Company shall expedite the procurement and installation of the secondary and primary clarifier equipment. Installation of the secondary clarifier equipment shall be completed before August 2024 and the primary clarifiers be completed before November of 2024.

EXHIBIT G

EXHIBITS

EXHIBIT 1

Design/Build Requirements

The D/B Company shall be responsible for delivery, for the County's acceptance, the scope of work that meet all of the requirements of the RFP as well as any and all Local, State, Federal, regulatory, applicable law, and County requirements and permits, whether or not indicated in this RFP.

The D/B Company shall engineer, design, and construct improvements which meet the criteria set forth in this RFP and these Appendices. The D/B Company shall develop their own plans and specifications based on the D/B Company's own engineering and design, which shall incorporate the County's Minimum Technical Requirements.

Where the Minimum Technical Requirements do not specify or are incomplete in stating any explicit quality or standard for construction materials or workmanship, the D/B Company shall use only workmanship and new materials of a quality consistent with that of construction workmanship and materials specified elsewhere in the Minimum Technical Requirements, and the Minimum Technical Requirements are to be interpreted accordingly.

Where there are discrepancies between any set of specifications in the D/B RFP the proposers should use the most stringent specification or ask for clarification.

Equipment, General Design Requirements

Provide products conforming to all specified, scheduled, or indicated performance requirements including site elevation above sea level, ambient temperature and humidity range, utility supply conditions, and service pressure-temperature ratings, corrosive conditions. Design products for continuous operation unless otherwise noted. Where any specific service condition would adversely affect product performance capabilities, request revision of performance rating or modification of product from the Construction Manager to obtain specified performance.

"Or Equal"

Approval of any substitution may be made under the following provisions:

- A. If the term 'OR EQUAL' follows the names of existing manufacturers, then other manufacturers desiring approval may submit the product to the Owner for review for approval. Any reference to a manufacturer or list of manufacturers in the Contract documents shall be considered to include the phrase "or equal" following such reference; provided, however, that when the list of manufacturer(s) are expressly noted with the phrase "no substitutions", then no "or equal" substitutions shall be permitted; and when the list of manufacturer(s) is noted with the phrase "equal to", then D/B Company shall be allowed to substitute only as permitted by the provisions of this section, as defined below. For any requested substitution (excluding those manufactured items subject to "equal to" qualification), the manufacturer should include the following items:

- (1) Descriptive literature, including information on Materials used, minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate

- experience and expertise in the manufacture of the product being evaluated;
- (2) Performance Specifications applicable to the manufacturer's standard design, which indicate the level of performance to be expected from the product;
 - (3) A complete set of submittal Drawings of similar Equipment that has been completed and placed into operation;
 - (4) A list of existing installations of equipment similar in type and size;
 - (5) Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;
 - (6) Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;
 - (7) A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;
 - (8) A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and
 - (9) All other information deemed necessary by the County to fully evaluate the product for consideration.

- B. After award of the project, the Owner will review any substitute product with the selected D/B Company for incorporation into the project.

Proposals based on Equipment, which has not received the approval of the Owner, may render the Proposer as non-responsive and cause rejection of the Proposal.

If the term 'EQUAL TO' accompanies the names of approved manufacturers in the Specifications, the D/B Company may, after receiving the Notice to Proceed, submit Shop Drawings on the substitute product for the approval of the Owner in accordance with the above paragraphs.

Any Proposer intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Proposer shall include in his proposal the cost of accessory items, which may be required by the substitute product and any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Owner is dependent on his determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

Applicable Codes and Standards

Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement of the RFP. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the D/B Company's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category. All material and equipment, for which a FM or UL Standard, an

AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

Testing Requirements

In general, where no reference to a requirement is made in this RFP, accepted industry standards, codes, or Fulton County Standards shall be used, but in any case, the strictest requirement shall apply.

EXHIBIT 2

REPORTS/MEETINGS & DESIGN SUBMITTALS

3.1 Introduction

This Appendix sets forth the requirements during the design and construction period for meetings and reports, and for design submittals. All documents or submittals described in this Appendix shall be submitted as complete organized reports (including tables of contents), bound in durable 3-ring binders. The D/B Company shall submit six copies of all documents and submittals, except where noted. **In an effort to standardize the Department's construction document and control technology, a web-based construction document and control software, such as Procore, or equal, shall be used for construction document control, which will include but not limited to schedule of values, submittals, RFIs, photos, meeting minutes, correspondence, drawings, and specifications. An Owner-Controlled Allowance line item as Construction video & photo documentation has been included for this.**

3.2 Monthly Project Design and Construction Progress Report

On a monthly basis, following the Contract Date (during the design and construction periods), the D/B Company shall furnish the Construction Manager with a monthly project progress report, in accordance with the Design/Build Contract that summarizes all aspects of the completed month's work progress.

The Construction Manager will provide timely review and comment on all submittals in accordance with the Design/Build Contract. Failure of the Construction Manager to provide timely comments shall not relieve the D/B Company of any of its performance obligations contained in the Owner/Design-Build Company Contract.

The monthly report shall contain as a minimum, the following:

- Executive Summary. A written narrative of the work completed this period, a description of work to be completed next period, and a description of any critical items, which require immediate resolution.
- Actual cost completed and percent completed. A financial breakdown of the status of the job to date.
- Budgeted Value versus Earned Value of the job to date.
- Project Schedule Updated and annotated
- Submittal Status Log
- Design Drawing Log
- Change Order Log
- Deficiency Log
- Photos
- Engineers/Architects Field Visit Reports
- Safety Reports
- QA/QC Reports
- Public Complaint Status Log
- Major Equipment Procurement Status Log

3.2.1 Videos and Photographs

The use of photographs and videos to document the progress of the D/B Project is a part of the D/B Company's responsibility. During the course of the D/B Project the use of photos may well be the only means of verification of the completion of satisfactory work. Also at the completion of this project the County and the D/B Company would both utilize a photographic history of the project. The D/B Company is encouraged to take as many digital pictures of the project as possible. The requirements of the RFP for pictures are outline below. All pictures taken on the project whether to fulfill the requirement of the specification or for other reason shall become the property of the County. Access to the picture database will not reasonably be denied the D/B Company.

3.2.1.1 Videos

Prior to the beginning of any work, the D/B Company shall take a pre-construction video of the work area to record existing conditions. The video shall show all conditions which might later be subject to disagreement and shall be shown in sufficient detail to provide a basis for decisions. The Construction Manager shall be notified of the day and time of when the video is to be made and given an opportunity to be present during the making of the video. Video shall be submitted on external hard drive with a log of the items taped within 10 calendar days of the Notice to Proceed. No request for payments will be processed until the pre- construction video has been submitted and approved by the Construction Manager.

Following substantial completion, another recording shall be made showing the same area and features as in the pre-construction video. The Construction Manager shall be notified of the day and time of when the video is to be made and given an opportunity to be present during the making of the video. Post- Construction video shall be made prior to final acceptance and before submitting a request for final payment. Video shall be submitted with a log of the items tapped.

During the project, the use of video to document significant events in the construction of the plant may be requested by the Construction Manager. The D/B Company shall provide all material and personnel necessary to make the video recording at his own expense.

3.2.1.2 Photographs

All photography (Pre-construction, Post-construction and Progress) for this project shall be in digital format. The D/B Company shall provide the digital camera, the personnel to take the photographs, the labor and computer to transfer the photographs. All photographs shall be provided on USB drive. All photographs shall be submitted in digital format with pertinent information provided for each image, including: project name, Contractor's name, description of subject, orientation, and date and time of exposure. The Construction Manager may request that of prints of some of the pictures in color on 8 by 10 photo paper. Photographs submitted shall be enclosed back to back in a double face plastic sleeve punched to fit a standard three-ring binder

Prior to the beginning of any work, the D/B Company shall take project photographs of the work area to record existing conditions. The Pre-construction Photos shall show all

conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions. The pre-construction photographs shall be submitted to the Construction Manager within 10 calendar days after the date of the Notice to Proceed.

Post-construction photographs shall be taken after substantial completion and provided prior to acceptance of the project. The post-construction photographs shall be submitted to the Construction Manager prior to acceptance and final payment.

As the work progresses, the D/B Company shall provide record photographs of all major components of the construction. The photographs shall be taken at least monthly, or more frequently as necessary to provide an appropriate record of the work. The photographs shall be representative of the primary work being claimed for during the period under consideration. All digital pictures taken shall be submitted monthly with the monthly report.

The Construction Manager, the County's contract operator or any appointee by the County will not be hindered from any portion of the work to take photographs or videos of the work being performed.

3.3 Design Submittals and Review Process

In accordance with the terms and conditions of the Design/Build Contract, the Construction Manager will review the design for consistency in the RFP documents and the design information submitted with the D/B Company's Proposal and to provide input on selected issues. The Construction Manager's input to the design process shall be solicited by the D/B Company on a regular basis, including during design progress meetings and at the key stages in the design preparation using the design submittal packages specified below. The Construction Manager may also provide input on constructability, operability, and maintainability issues.

All submittals are expected to comply with the RFP, Minimum Technical Requirements and with the Proposal design information. Any requested exception to the specifications or Design/Build Contract (regardless of prior discussion) must be clearly identified by the D/B Company in its cover letter, which transmits the submittal and must be fully documented with compelling justification for the exception. The D/B Company shall assume all risks associated with assuming that any such requests for exemption will be granted.

3.3.1 Design Changes Requested by the County

The procedures to be followed for incorporating design changes requested by the County, which are considered to be change in the scope of work, are specified in the Design/Build Contract.

3.3.2 Design Submittals

The minimum components of submittal packages that are precedent to key construction and testing activities are listed below. All drawings shall clearly indicate the status of new and existing equipment. The preliminary submittal Protocol envisions that the D/B Company will submit the following design packages. These packages will be reviewed in accordance with sections 3.3.4 and 3.3.5.

3.3.2.1 Conceptual Design Submittal

- a. The D/B Company shall prepare a conceptual design submittal based on the information submitted in response to the proposal. The submittal shall include any modifications that may have occurred during negotiations and shall confirm the technical requirements as outlined in the D/B RFP. This submittal should represent a design with any and all changes made from the original design submitted with the D/B Company's Proposal clearly identified. The D/B Company shall review and confirm the requirements of the D/B Project in preparing this submittal.
- b. In preparing this submittal the D/B Company may meet with the Construction Manager to review any recommendations it may have, after the notice to proceed and prior to the Preliminary Design Submittal. The D/B Company may identify, document and submit for review a value-engineering proposal detailing topics and associated cost adjustments to the D/B Project for review by the Construction Manager.
- c. The D/B Company shall identify and document all permits, building, architectural, landscaping and major equipment requirements in this submittal. It shall also include the Design and Construction Schedule.
- d. The D/B Company shall submit this to the Construction Manager for review prior to submitting the Preliminary Design Submittal.

3.3.2.2 Preliminary Design Submittal

- a. The D/B Company shall make a Preliminary Design Submittal documenting the design concept as proposed, as modified during negotiations and addressing conceptual design submittal review comments. This submittal should represent a design with any and all changes made from the original 30% design submitted with the D/B Company's Proposal clearly identified. The submittal should include but not be limited to the following:
 - Detailed design and construction Schedule.
 - Basis of Design Memorandum Outline for each Design/Build task.
 - Unit processes and mechanical equipment sizes and dimensions, design criteria-design points and design range.
 - Discussion of operational flexibility.

- Discussion of manual bypassing.
 - Discussion of freeze protection.
 - Discussion of thermal/heat protection for all mechanical equipment.
 - Design Drawing List.
 - Specification List.
 - Preliminary Site Work Plans (Survey, Grading and Drainage Plans if applicable).
 - Preliminary Architectural Plans, if applicable.
 - Process Flow Schematic and Piping and Instrumentation Diagrams (P&IDs) for all Design/Build requirements.
 - Preliminary Mechanical Plans.
 - Preliminary Plumbing/HVAC plans.
 - Preliminary Electrical Site Plan.
 - Electrical One-Line Drawings.
 - Easement documents
 - Emergency Response Plan Outline.
 - Safety & Security Plan Outline.
 - Summary
- b. Preliminary Design Documents shall be provided to depict all system equipment and components and their proposed locations.
- c. The D/B Company shall provide the Construction Manager with a minimum of six sets of drawings and specifications for review in accordance with sections.
- d. The D/B Company shall review the document review comments from the Construction Manager and attend a coordination meeting with the Construction Manager. The D/B Company shall incorporate the Construction Manager's final review comments into the drawings and respond to Construction Manager's document review comments in writing following the coordination meeting indicating the final resolution of each comment.
- e. If the Construction Manager accepts the Preliminary Design, the Construction Manager shall issue the Notice of Acceptance in writing to the D/B Company.
- f. The D/B Company shall develop and recommend a plan for final design and construction activities. The Schedule shall reflect this approach.

- g. The D/B Company shall not commence with the work described below without written approval from the Construction Manager.

3.3.2.3 Post Regulatory Review Design

- a. A post regulatory review design drawings and specifications shall be prepared to a level of detail sufficient for permitting and construction to begin. It shall reflect all comments from the review of the Preliminary Design Review, Georgia EPD and any other regulatory or governmental review. Documents shall set forth, in detail, the requirements for construction of the work and shall:
 - 1) Develop the intent of the D/B Company's preliminary design documents in greater detail.
 - 2) Provide information necessary for the use of those in the building trades who shall be constructing the work.
 - 3) Develop documents of sufficient detail as necessary to obtain all required regulatory and permitting agency approvals, if applicable.
 - 4) Include all information to exhibit compliance with previously issued Construction Manager design review comments or written explanation of non-compliance.
 - 5) Include all information to exhibit compliance with Construction Manager design standards.
- b. The D/B Company shall issue interpretations of the plans and specifications to the Construction Manager, as requested for clarification of documents.
- c. The D/B Company shall submit six sets of Construction Documents to the Construction Manager. Each drawing and cover page of the specifications shall be stamped by professional engineers and/or architects registered in the State of Georgia. The D/B Company may commence construction after submittal of the final design plans and specifications to the Construction Manager and the authority having jurisdiction and approval by the same.
- d. The D/B Company shall be responsible to apply for, pay for, and secure all permits, inspections, and review of the Project required by all authorities having jurisdiction prior to and during construction. Permits required may include, but are not limited to, land disturbance and building permits. The D/B Company shall contact any public authority including Fulton County having jurisdiction for application requirements, scheduling, cost, and a checklist of minimum requirements. Deliver one set of approved permit drawings to the Construction Manager.

3.3.2.4 Design Development Progress Submittal

The Company shall make a Design Development Progress Submittal at approximately the 90 percent complete state. At a minimum, this submittal shall include the following, as applicable:

- Final Basis of Design Memorandum;
- Preliminary Architectural Door, Window, Finish, and Hardware Schedules and Details;
- Preliminary Landscape Details and Planting Materials Lists;
- Updated Drawing and Specification Lists;
- Preliminary Piping and Valve Lists;
- Updated Site Work, Grading, Drainage, Landscaping, and Electrical Site Plans;
- Updated Process and Support Facility General Arrangement Plans;
- Preliminary Site Sections and Details;
- Updated Electrical One-Line Drawings;
- Updated Process Flow Piping and Instrumentation Diagrams (P&IDs) for all processes;
- Preliminary Building and Structure Foundation Plans, Floor Plans, and Sections;
- Updated Architectural Plans and Elevations;
- Updated Structural, and Process Mechanical Drawings
- Updated Mechanical Systems Plans, Sections, and Details; and
- Preliminary Process, Mechanical, Electrical, I&C, and Support Systems Equipment Lists.

3.3.2.5 Pre-Final Design Submittal

The D/B Company shall make a Pre-Final Design Submittal for the Design/Build Improvement design package 30 days prior to substantial completion. At a minimum, this submittal shall include the following:

- Final Piping, Valve, Equipment, Landscaping, and Planting Lists;
- Final Civil, Architectural, Landscaping, Structural, Mechanical, Electrical, and I&C Plans, Sections, and Details;
- Final Process Flow Piping and Instrumentation Diagrams (P&IDs) for all processes, with loop drawings illustrating the functional elements in the path of each sensor to each control system Input/Output (ISA S5.4);
- Final Electrical One-Line Drawings;
- Process, Civil, Structural, Mechanical, and Electrical Design Calculations;

3.3.4 Design Submittal Approvals and Consents.

Any D/B Company submittal, request, or report, other than submittals that are in accordance with section 11.1.3, for any approval or consent by the County shall be submitted to the Construction Manager with transmittal. The receipt date shall be the date the Construction Manager signs and dates the submittal. All responses, approval or consent shall be given by the Construction Manager in writing and shall be conclusive evidence of such approval or consent, subject only to compliance by the County with the Applicable Law that generally governs its affairs. If the County does not find a request, report or submittal acceptable, the Construction Manager shall provide written response to the D/B Company describing the objections and the reasons for rejection within 30 days of the Construction Managers receipt of the submittal. If no response is received within 20 day time, the D/B Company shall request in writing from the Construction Manager a response. If after the 30 day time the request, report or submittal has not be answered it shall be deemed rejected and the D/B Company may resubmit the same, with or without modification.

3.3.5 Procedure for County Review of Design Submittals

The following protocol applies for submission of design documents to the County for review and comment which must then be submitted to appropriate Governmental Bodies for approval prior to continued progress in accordance with the published project schedule. All submissions shall be to the Construction Manager with transmittal. The receipt date of the submittal shall be the date the Construction Manager signs and dates the transmittal. The County shall use good faith effort to complete a review of each submittal within 30 days of receipt. The D/B Company shall be notified of any concerns, problems, or non-compliance of such submittal within that time period. However, if the County does not comment on any aspect of a design submittal this lack of comment shall in no way be deemed to be an approval or consent or in any way relieve the D/B Company of full responsibility for the design, construction and performance of the Design/Build work. After 20 days from the date of submittal, the D/B Company shall in writing to the Construction Manager request a response to the submittal. If the County has not responded within that 30-day time period the D/B Company shall not be prohibited from submitting such design packages to the appropriate Governmental Body for review and approval. The D/B Company shall submit in writing to the Construction Manager at the 30 day point that in accordance with this protocol the submittal is deemed to have been reviewed by the County without comment and that the D/B Company is proceeding in accordance with the published schedule.

3.4 Design Progress Meetings

There will be design progress meetings to allow the County and D/B Company to jointly review each design submittal. The Construction Manager and other representatives of the DPW shall have the right but not obligation to attend and participate in the D/B Company's design progress meetings. These meetings will be conducted by the D/B Company at the County's South Fulton Maintenance and Operation Center. The D/B Company shall provide the Construction Manager with at least 72 hours' notice of the meetings.

The D/B Company shall provide the Construction Manager with a meeting agenda no less than three (3) days prior to the meeting. Meeting minutes shall be prepared by the D/B

Company in draft form within five (5) business days following each meeting for Construction Manager review and comment. The Construction Manager's comments shall be incorporated and final meeting minutes distributed by the D/B Company. The D/B Company shall also provide to the Construction Manager copies of other documentation produced as a result of the meetings.

3.5 Project Meetings and Reports

During the construction period the D/B Company shall schedule and administer periodic progress meetings and specially called progress meetings throughout the progress of the work. The D/B Company shall prepare agenda for these meetings, distribute written notice of each meeting three days in advance of the meeting date, and make physical arrangements for the meetings. The D/B Company's Project Manager shall preside at the progress meetings, record the minutes, including all significant proceedings and decisions. The D/B Company shall distribute copies of minutes within three days after each meeting to all participants and to all parties affected by decisions made at the meeting.

Representatives of D/B Company, sub-contractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

3.5.1 Pre-construction Meeting

The Construction Manager will designate the location and schedule the kick-off meeting within 15 days after contract execution.

The following parties shall attend the meeting:

1. Public Works Representative.
2. Construction Manager.
3. D/B Company's Project Manager.
4. D/B Company's Design Team
5. Major sub-contractors.
6. Major Suppliers.
7. D/B Company's Safety Representative
8. D/B Company's QA/QC Manager.
9. Others, as appropriate.

Suggested Agenda:

1. Introduction of key players (attendees)
2. Designation of responsible personnel
3. Steps to Issuing a Notice to Proceed
4. Safety Issues

5. List of major sub-contractors and suppliers.
6. Major equipment deliveries and priorities.
7. Project Coordination, Critical Work Sequencing.
8. Review of Procedures for:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - f. Adequacy of distribution of Contract Documents.
 - g. Procedures for maintaining Record Documents.
 - h. Use of premises:
 - i. Office work and storage areas.
 - j. Communication Protocol
9. Temporary utilities.
10. Security procedures.
11. Quality Control/Quality Assurance.
12. Other Issues

3.5.2 Progress Meetings

During the construction period the D/B Company shall schedule regular periodic meetings and shall hold called meetings as required by progress of the work. The meetings shall be held at the field office of the D/B Company or at other locations made available by the D/B Company in consultation with the Construction Manager.

The following parties shall attend the meetings:

1. Construction Manager.
2. D/B Company's Project Manager, QA/QC Manager, Safety Representative, etc.
3. D/B Company's Design team
4. Sub-contractor as appropriate to the agenda.
5. Suppliers as appropriate to the agenda.
6. Others as required

Suggested Agenda:

1. Review and approval of minutes of previous meeting.
2. Safety

3. Review of work progress/schedule updates since previous meeting.
4. Field observations, problems, and/or conflicts.
5. Problems which impede Construction.
6. Review of off-site fabrication, delivery schedules.
7. Corrective measures and procedures to regain projected schedule.
8. Planned progress, schedule, during succeeding work period. Look ahead Schedule
9. Review submittal schedules; expedite as required.
10. Review proposed changes orders
11. Unresolved Request for Information
12. Public Complaint Resolution
13. Quality Control/Quality Assurance.
14. Other Issues.

EXHIBIT 3**CONSTRUCTION CONTROLS AND FACILITIES****4.1 HOURS OF WORK/CONTROL OF NOISE DURING CONSTRUCTION**

The D/B Company shall coordinate with the Owner, City of South Fulton, Fulton County, and other authorities having jurisdiction to set work hours. Work within and City of South Fulton public right-of-way may not be allowed between the hours of 7:00 AM to 9:00 AM and 4:00 PM to 7:00 PM. Work within Georgia DOT public right-of-way may not be allowed between the hours of 5:00 AM and 9:00 PM. Work may also be constrained so as to not violate Fulton County, City of South Fulton, or authorities having jurisdiction noise ordinances. Work that must be performed outside of these work hours or an increase in work hours to comply with the project schedule before 7:00 AM or after 7:00 PM or on holidays or weekends (Saturday or Sunday) must be requested in writing from the Construction Manager. This includes delivery of material or equipment to the site outside of the normal work hours. It is the policy that when there is work in progress that a member of the Construction Management team will be present or available within short notice. If work outside of the work hours is required and either a member of the construction managers team must be present or is required for work inspection the D/B Company shall pay for those hours that the individual works.

Notwithstanding the previously set forth work hours; the D/B Company shall be on call 24 hours a day while the project is on-going with no more than a 2 hour response time. The D/B Company will have representatives onsite 24 hours a day while the D/B Company is undergoing temporary activities, e.g. by-pass pumping, for the complete duration of the temporary activities.

4.2 CONSTRUCTION

In accordance with the terms and conditions of the Design/Build Contract, the Construction Manager shall review construction activities and participate in the construction decision-making process and construction progress meetings, as needed, to verify compliance with the intent of the Design/Build Contract. In addition, the Construction Manager will review the progress of construction to verify payment. The monthly design and construction program reports, together with the detailed design and construction Schedule, the schedule of values, will be reviewed.

4.2.1 Construction Manager Oversight during Construction

The County, the Construction Manager shall have complete access to the project site(s) at all times, 24 hours per day, 365 days per year. It is expected that the Construction Manager will have part-time representation at the Site throughout construction, start-up, and Acceptance Testing. The Construction Manager and his designated representatives shall have the right to attend the D/B Company's construction progress meetings which shall be held at the D/B Company's on site construction office, or another agreed upon location.

The Construction Manager may issue a Work Deficiency Notice or Notice of Field Observation in the event of unsatisfactory work or performance. The D/B Company shall implement the approved Corrective Action Plan or means acceptable to the Construction Manager to achieve compliance.

The D/B Company shall solicit the Construction Manager's input to the process on a regular basis. The D/B Company shall provide the Construction Manager with copies of documentation produced as a result of all construction progress meetings.

All personnel accessing the site shall comply with the D/B Company's reasonable operating and safety procedures and rules, and shall not interfere with the D/B Company's work. The parties agree that the County and the Construction Manager shall have immediate access to the site and D/B Work, and no Company rule or procedure shall impede, impair or delay such access.

4.3 REQUEST FOR INFORMATION (RFIs)

The D/B Company can request information to clarify any issue associated with the project. This request can be in the form of a written memo or email. The format of this request will be provided to the D/B Company at the pre-construction meeting. Verbal request for information are not allowed and will not be honored. A request for information is an official document of the project and a file of RFIs will be maintained. RFIs will be answered by the Construction Manager as rapidly as possible. All RFIs will be answered within two 8-hour business days of receipt or the D/B Company informed of the reason that resolution was not determinable. If the answer to an RFI cannot be determined within the two day time limit, the RFI will become an unresolved issue and placed on the agenda of the next Design Review Meeting or Project Progress Meeting for resolution or clarification. In the Monthly Project Design and Construction Progress Report all unanswered or unresolved RFIs must be listed.

4.4 REQUEST FOR CLARIFICATION (RFCs)

During construction, the D/B Company may request clarification on the construction plan and specifications from the D/B Designer. The format of this request will be provided by the D/B Company at the pre-construction meeting. Copies of all RFC issued by the D/B Company and responded by the Designer shall be provided to the Construction Manager within 24 hours of issuance and response.

4.5 DESIGNER'S CLARIFICATION (DCs)

The D/B Designer may issue clarification on the design associated with the project prior to construction of such work. The clarification shall not in any way change the design approved by the County or other Governmental Bodies and in terms of the requirement of the Design/Build Work. Copies of all DCs issued by the Designer shall be provided to the Construction Manager within 24 hours of issuance.

4.6 SITE CLEANLINESS

This Section covers the general cleaning which the D/B Company shall be required to perform both during Construction and before final acceptance of the Project. In general, the D/B Company shall be responsible for removal from the site, and proper disposal of all debris, material, and waste removed from the plant as part of the D/B Work.

4.6.1 Hazardous Materials and Waste

The D/B Company shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in WFLA approved landfills as applicable. The D/B Company shall prevent accumulation of wastes which create hazardous conditions. Burning or burying rubbish and waste materials on the site shall not be allowed. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

4.6.2 Disposal of Surplus Material

The D/B Company shall legally dispose of off-site all surplus materials and equipment from demolition and shall provide suitable off-site disposal.

4.6.3 Cleaning Materials And Equipment

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

4.6.4 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Construction Manager.

4.6.5 Progress Cleaning

Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

4.6.5.1 Site

Daily and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage. Re-stack materials stored on site weekly. At all times maintain the site in a neat and orderly condition which meets the approval of the Construction Manager.

4.6.5.2 Structures

Weekly and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage. Weekly and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by using a hand-held broom. As required preparatory to installation of successive materials, clean the structures or pertinent portions as recommended by the manufacturer of the successive material. Following the installation of finish floor materials, clean the finish floor daily. "Clean", for the purpose of this paragraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Engineer, may be injurious to the finish floor material. Schedule cleaning operation so that dust and other contaminants resulting from cleaning operations will not fall on wet, recently painted surfaces.

4.6.6 Final Cleaning

Unless otherwise specifically specified, "clean" for the purpose of this section shall be interpreted as the level of cleanliness generally provided by commercial building maintenance sub-contractors using commercial quality building maintenance equipment and materials. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.

4.6.6.1 Site

Unless otherwise specifically directed by the Construction Manager, hose down all paved areas on the site and all sidewalks preventing material from entering storm drains or sanitary sewer drains; rake clean other surfaces of the grounds. Completely remove all resultant debris.

4.6.6.2 Structures

Remove all traces of soil, waste material, splashed material, and other foreign matter to provide a uniform degree of exterior cleanliness. Visually inspect all exterior surfaces and remove all traces of soil, waste material, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Construction Manager may require light sandblasting or other cleaning at no additional cost to the Owner. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all paint droppings, spots, stains and dirt from finished surfaces. Clean all glass inside and outside. Polish all surfaces requiring the routine application of buffed polish. Provide and apply polish as recommended by the manufacturer of the material being polished.

4.6.7 Post-Construction Cleanup:

All evidence of temporary construction facilities. haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any

other evidence of construction, as directed by the Construction Manager. Schedule final

cleaning as approved by the Construction Manager to enable the Owner to accept the

Project

4.6.8 Restoration of Landscape Damage:

Any paving or landscape damaged by the D/B Company shall be restored to the condition it was in at the start of the work, at the D/B Company's expense. The Construction Manager will decide what method of restoration shall be used.

4.6.9 Cleaning During Owner's Occupancy

Should the Owner occupy the Work or any portion thereof prior to its completion by the D/B Company and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Construction Manager in accordance with the conditions of the contract documents.

4.7 DUST CONTROL

Limit blowing dust caused by construction by applying water or employing other appropriate means or methods to maintain dust control subject to the approval of the Construction Manager.

4.7.1 Protection of Adjacent Property

The D/B Company shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from D/B Company's operations. Protect all existing facilities (indoors and out) from damage by dust, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.

4.8 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

4.8.1 Work Includes

The work covered includes furnishing all labor, equipment, and materials required for temporary control of construction operations.

4.8.2 D/B Company's Office

The D/B Company shall maintain a field office convenient to the site of the work during the period of construction, at which Project Manager shall be while work is in progress. The size of the office shall be as required for general use and to provide space for project meetings. Furnishings shall be provided as necessary. The office shall be provided with telephone service. Copies of the Contract, Drawings and Specifications and approved shop drawings shall be kept on file at this office for reference at any time. Project Record Documents of these Specifications. Notices, instructions, orders, directions or other communications from the Construction Manager, left at this office, shall be considered as received by the D/B Company.

4.8.3 PROJECT SIGNAGE

Not used

4.8.4 Temporary Facilities

The D/B Company shall provide all temporary facilities for water, heat, electric light, and power as required for the work during the entire period of operations. D/B Company shall be responsible for payment of utilities costs for the duration of construction. The D/B Company shall provide temporary toilets as required and shall maintain them in a sanitary condition for the duration of the work and remove them at completion. On or before the completion of the work, the D/B Company shall remove all temporary facilities, together with all rubbish and trash, as directed by the Construction Manager.

4.8.5 Storage

The D/B Company shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the Contract.

4.8.6 Construction Utilities

The D/B Company shall pay all power company installation and use charges for the electrical energy utilized for the construction related power and light. The D/B Company shall make his own arrangements at his own expenses for obtaining the water supply necessary for construction purposes, and he shall pay for all water consumed during construction.

4.8.7 Temporary Buildings/Trailers

The D/B Company may build temporary buildings or other structures for housing personnel, tools, machinery and supplies at approved sites, and shall maintain their surroundings in a sanitary and satisfactory manner at all times. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the D/B Company.

4.8.8 Temporary Facility Removal

The D/B Company shall remove temporary facilities from the site of the work when so notified by the Construction Manager. All Temporary Facilities have to be removed from the site area for the project to be "complete". Adequate retainage will be held

back after the project is “substantially complete” to insure that all temporary facilities are removed.

4.8.9 Maintenance During Construction

The D/B Company shall maintain, at his expense, the work during construction and until final acceptance of all work under the Contract. In the event the D/B Company fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the Construction Manager describing the unsatisfactory conditions, the Construction Manager may be immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the D/B Company under the Contract. As an alternative to the above specified maintenance, the cost of all of the items which are not properly maintained may be deducted at the Contract Prices from the current partial payment request even if such items have been paid for in previous estimates.

4.8.10 Traffic Controls

The D/B Company shall provide all signs, barriers, markers, and flagmen as required to maintain traffic. The D/B Company shall maintain traffic at all times, as practicable. No road shall be closed to traffic without the approval of the Construction Manager. Open trenches adjacent to traveled rights-of-way shall be properly barricaded, bridged, or otherwise maintained safe for traffic.

4.8.11 Access Roads and Construction Entrance

Streets, road and drives used by the D/B Company for access to and from the site of the work shall be protected from damage caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. Any new access road construction shall be all weather and have drainage structures placed as shown or as required.

4.8.12 Pumping

The D/B Company shall furnish and operate pumping and appurtenant piping for dewatering, flow rerouting, or any similar purposes. Pumping equipment which could disturb the public shall be operated only during a standard work day or as approved by the Construction Manager. No discharge of raw sewage will be permitted to area water courses under any circumstances.

4.8.13 Pavement Restoration

The D/B Company shall restore in a neat and acceptable manner all streets, roadways, or other areas where trenches have been opened. Bituminous concrete, and prime and seal paving shall be restored so that the wearing surface and base course shall each be one and one-half times the original thickness. Gravel surfacing

shall be restored to its original thickness with a size gravel to match the existing, but in no case shall restored surfacing be less than 4 inches.

The D/B Company shall restore concrete curbs, gutters, and walks to the size and shape as were existing. Damaged sections shall be replaced with complete new sections. Patching of damaged sections will not be permitted.

4.8.14 Tree and Plant Protection

The D/B Company shall preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site. Temporary barriers to a height of six feet shall be provided around each tree, or around each group of trees, or around plants to be protected. The D/B Company shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage. The D/B Company shall consult with the Construction Manager, and remove those roots and branches which interfere with construction. The D/B Company shall replace, or suitably repair, trees and plants designated to remain, which have been damaged or destroyed due to construction operation. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

4.8.15 Soil Erosion

The D/B Company shall be required to take the necessary steps to minimize siltation and soil erosion during construction. The D/B Company shall be required to obtain and comply with all the requirements of a Land Disturbance Permit (LDP). This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connections with the construction, installation, and maintenance of all erosion and pollution controls through the use of berms, sediment basins, mulches, hay erosion checks, ditches, debris filters, and other devices. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction period.

4.9 JOB SITE SECURITY

4.9.1 Site Security - Pertaining to and around the D/B Work

The D/B Company shall submit a Security Plan within ten (10) days prior to the issuance of the Notice to Proceed. The D/B Company shall be responsible for all site security that encompasses that portion of the work being undertaken by the D/B Company until the D/B Work is turned over to the County. The D/B Company shall guard against and be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties, and shall provide for safe and orderly vehicular movement. The D/B Company shall also be

liable for any injury to any personnel on site which caused by negligence in the performance of the D/B Work. The D/B Company shall ensure that only authorized personnel have access to the site and that all personnel follow the safety requirements as outline in the Safety Manual. The D/B Company shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the D/B Work as necessary.

From sunset to sunrise, the D/B Company shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any D/B Work under construction.

The D/B Company will be held responsible for all damages to the D/B Work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the D/B Company shall immediately remove the damaged portion and replace it at the D/B Company's cost and expense. The D/B Company's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.

The D/B Company shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectively prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset to sunrise. Installation of lighting shall be by an approved plan submitted to the Construction Manager as part of the Security Plan required in Appendix 13.

4.9.2 Safety

The D/B Company shall maintain the safety of the site that encompasses that portion of the work being undertaken by the D/B Company at a level consistent with the Contract Standards. Without limiting the foregoing, the D/B Company shall:

- (1) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Managed Assets to,
 - (a) all employees working at the Managed Assets and all other persons who may be involved with the operation, construction, maintenance, repair and replacement of the Managed Assets,
 - (b) all visitors to the site,
 - (c) all materials and equipment under the care, custody or control of the D/B Company on the Site,
 - (d) other property constituting part of the site or D/B Work, and
 - (e) County Property;
- (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations;
- (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss;

- (4) designate a qualified and responsible employee at the site whose duty shall be the supervision of plant safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with federal, State and County officials;
- (5) operate all equipment in a manner consistent with the manufacturer's safety recommendations;
- (6) provide for safe and orderly vehicular movements; and
- (7) develop and carry out a Site-specific safety program including employee training and periodic inspections. The D/B Company shall not implement safety plans, procedures, environments, devices, etc. that are less stringent or less safe than those in place or that would be less stringent than those required by the County and/or Contract Operator.

4.9.3 OSHA

The D/B Company shall make all modifications to the site and D/B Work and take all other actions which may be required in order to ensure that the site and D/B Work are in compliance with the Occupational Safety and Health Act as in effect on the Contract Date at the cost and expense of the D/B Company. Any amendments to the Occupational Safety and Health Act which take effect after the Contract Date shall constitute a Change in Law.

4.10 RECORD DRAWINGS, SHOP DRAWINGS

The D/B Company shall maintain at the site and provide the Construction Manager with record design and construction documents including calculations, engineering analyses, modeling results, design reports, drawings, specifications, addenda, approved shop drawings, samples, photographs, change orders, other modifications of contract documents, test records, survey data, field orders and all other documents pertinent to the project. Record documents shall be available at the site at all times for inspection by the Construction Manager and its representatives. Drawings shall note all changes made during construction including, but not limited to:

- The Drawings shall be electronically updated with Record Drawings.
- Depth of various elements of foundation in relation to datum.
- Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
- Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.

Dimensions and details of field changes.

- Changes made by change order or field order.
- Details not on original drawings and other elements not originally specified.

Upon completion of all construction work, the D/B Company shall submit to the Construction Manager three (3) sets of record design drawings in a format as directed and approved by the Construction Manager, including a set of design notebooks. The notebooks shall include calculations, engineering analyses, modeling results and

design reports. The D/B Company shall provide on a USB drive, in the AutoCAD Release requested by the Construction Manager, a set of design drawings and specifications for each Design/Build requirement, modified to clearly and accurately show all changes made during the construction. These drawings shall be designated in the revision block as "construction record" drawings and shall be checked by the design engineer(s) responsible for the original design verifying that the field changes shown are accurate and consistent with the design intent. Construction record drawings shall be submitted to the Construction Manager no later than 30 days prior to final Acceptance Test.

4.11 REFERENCE STANDARDS

4.11.1 Applicability Of Standards

Where reference is made to standards or specifications published by various organizations ("standards"), the Work shall conform to latest edition of such standards as amended and revised in effect at the date of Contract, unless a specific date is indicated.

Where material is designated for certain applications, material shall conform to standards designated in the applicable building code governing the Work. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards required by such code. Where no particular material is specified for a certain use, the Design/Builder shall select from choices offered in the governing code.

Where a standard does not provide all information necessary for the complete installation of an item, comply with manufacturer's instructions for installation and workmanship.

Where specific articles, sections, divisions or headings for standards are not given, such standards shall apply as appropriate. Standards when included in the Contract Documents by abbreviations or otherwise shall form a part of Contract Documents. In the event of conflicts between cited standards and/or the Contract Documents, the more stringent shall govern.

4.11.2 Abbreviations And Acronyms

Abbreviations and acronyms used throughout the Contract Documents refer to associations, institutes, societies and other public bodies who publish standards which are readily available to the public, and to the titles of the standards which they publish. Where such abbreviations or acronyms are used in the Contract Documents, they shall mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

Whenever initials representing such a body are shown, followed by a number or a combination of numerals and letters, reference is to a particular standard to which Design/Builder shall conform. The number or combination of numerals and letters following abbreviation designates the particular standard to be followed.

4.11.3 Design/Builder's Duties and Responsibilities

The Design/Builder shall be responsible when required by Contract Documents, or upon written request from the Construction Manager, to deliver required proof that materials or workmanship, or both, meet or exceed the requirements of a reference standard.

4.11.4 Conflicting Standards

Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and other uncertainties to the Construction Manager for a decision before proceeding.

4.11.5 Copies of Standards

Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Design/Builder shall obtain copies directly from the publication source.

4.12 MAINTENANCE OF OPERATIONS DURING CONSTRUCTION

4.12.1 Requirements

The existing facilities will be maintained in continuous operation by the County's Contract Operator during the entire construction period. In performing the D/B Work, the D/B Company shall plan and schedule his work so as not to impede any operation and maintenance activity. No spilling of wastewater shall be allowed. The D/B Company shall pay all civil penalties, costs assessments, etc, associated with any spill of raw wastewater caused by the D/B Work.

The D/B Company shall be responsible for coordinating the general construction and electrical, HVAC, plumbing, instrumentation and control schedules and for ensuring that permanent or temporary power is available for all existing, proposed, and temporary facilities that are required to be on line at any given time.

4.12.2 General Constraints

The D/B Company shall design and construct the D/B Work so that the facility is maintained in continuous operation with a minimum disruption. All short-term or partial system shutdowns and diversions shall be approved by the Construction Manager. Long term shutdowns and diversions shall be minimized by the D/B Company as much as possible. If in the judgment of the Construction Manager a requested shutdown is not required for the D/B Company to perform the work, The D/B Company shall utilize approved alternative methods to accomplish the work. All shutdowns shall be coordinated with and scheduled at times suitable to the County

and County Contract Operators. Shutdowns shall not begin until all required materials are on hand and ready for installation. Each shutdown period shall commence at a time approved by the Construction Manager, and the D/B Company shall proceed with the work continuously, start to finish, until all work is completed and normal facility operation is restored. If the D/B Company completes all required work before the specified shutdown period has ended, the Construction Manager may immediately direct the Contract Operator to place the existing system back.

EXHIBIT 4

PROJECT SCHEDULING AND PAYMENT

5.1 INTRODUCTION

This Section describes the Design/Build Scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements are:

1. To ensure adequate planning and execution of the D/B Work by the D/B Company;
2. To assist the County and Construction Manager in evaluating the progress of the D/B Work;
3. To provide for optimum coordination by the D/B Company of its sub-contractors, trades, and suppliers, and of its D/B Work with the work or services provided by the County or any separate contractors; and
4. To permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the D/B Work.
5. To provide for a basis of progress of work for invoicing and payment to D/B Company.

Contract Term

This term is the maximum time that the D/B Contract is in effect and constitutes the maximum period of time during which the D/B Work can be accomplished and completed without change order. The D/B Company shall prepare their detailed Design/Build Schedule to be less than or equal to the term of the D/B Contract.

5.2 GENERAL SCHEDULING REQUIREMENTS

- A. The D/B Work of this Contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The D/B Company shall use the following software program to develop its detailed Design/Build Schedule: The Contractor is required to obtain the necessary licenses to operate this software.
 1. Primavera P6 Project Scheduler, latest version
- B. The detailed Design/Build Schedule shall represent the D/B Company's commitment and intended plan for completion of the D/B Work in compliance with the D/B Contract completion date and interim milestone dates specified. The detailed Design/Build Schedule shall take into account all foreseeable activities to be accomplished by any separate Contractors or the County, and interface dates with utility companies, the County's operations, and others. The detailed Design/Build Schedule shall anticipate all necessary manpower and resources to complete the D/B Work within the dates set forth.
- C. Once approved by the Construction Manager, the detailed Design/Build Schedule will become the Baseline Schedule and Schedule of Record for coordinating the D/B Work, scheduling the D/B Work, monitoring the D/B Work, reviewing the progress payment requests, evaluating time extension requests, and all other objectives listed above.

- D. The D/B Company is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The detailed Design/Build Schedule shall represent the D/B Company's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The D/B Company shall ensure that Detailed Design/Build Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
- E. When there are separate contractors working concurrently on the Project whose work must interface or be coordinated with the D/B Work of the D/B Company, the D/B Company shall coordinate its activities with the activities of the separate contractors, and the Detailed Design/Build Schedule shall take into account and reflect such work by others.
- F. The D/B Company shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by it so that the progress of construction shall be maintained according to the currently approved Design/Build Schedule for the D/B Work. The D/B Company shall notify the Construction Manager in writing, and in a timely and reasonable manner, whenever the D/B Company determines or anticipates that the delivery date of any material or equipment to be furnished by the D/B Company will be later than the delivery date indicated by the currently approved Design/Build Schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

5.3 DETAILED DESIGN/BUILD SCHEDULE

- A. Initial D/B Schedule was submitted with the successful D/B Company's proposal in response to the D/B RFP. Within 14 days after the Notice to Proceed, the D/B Company shall submit a detailed Design/Build Schedule according to the requirements. The Construction Manager will review the Design/Build Schedule and will return the reviewed copy within the time-period specified for submittals. If required, the D/B Company shall resubmit schedule to the Construction Manager making any required revisions within ten (10) days following the return date, and then again similarly for all such partial approvals and the final approval.
- B. The detailed Design/Build Schedule shall consist of a time-scaled, detailed network graphic representation of all activities that are part of the D/B Company's construction plan and an accompanying listing of activity's dependencies and interrelationships. The detailed Design/Build Schedule submission shall include, but not be limited to, the following information:
 - 1. Project name
 - 2. The D/B Work shall be divided into logical and identifiable subdivisions called activities. All activities will be assigned to a Milestone. The total cost of Design/Build Price. Work shall be further subdivided into Activities as defined below. Activities cost will be subtotaled to a Milestones cost, with the total cost of all the activities under a specific Milestone being equal or less than the value as indicated on PPF2.

3. Activities for all aspects of the Work, with durations not exceeding fourteen (14) calendar days for all activities for which the Design/Builder will perform actual design or construction work. Material procurement, submittals, concrete curing and other similar activities may exceed fourteen (14) calendar days if approved by the Construction Manager. Related activities, each of duration of five (5) calendar days or less, may be shown as one activity together, if not on the critical path of timely job completion.
 4. The Design/Build schedule shall indicate the Critical Path for the D/B Work. This can be accomplished on the Design/Build schedule, on a separate schedule.
 5. Outage schedules for existing utility services, if any, that will be interrupted during the performance of the Work
 6. Acquisition and installation of equipment and materials supplied and/or installed by the County or separate contractors
 7. All start dates, milestones, float and completion dates
 8. An accounting of the number of workdays anticipated to be lost due to weather. This accounting shall be in accordance with allowable days per month provided elsewhere in the Contract Documents.
 9. A tabular report listing all predecessor and successor activities for each activity
 10. A legible time scaled network diagram
 11. A listing of the project calendar, indicating the anticipated days of work performance
 12. A USB in a form and format acceptable to the Construction Manager, of the detailed Design/Build Schedule including all required submission information resident in the computer system and containing all of the files associated with the schedule; or a legible spreadsheet report with activity number, description, duration and successor activities.
- C. All Milestones and Activities are to appear on the detailed Design/Build Schedule shall include, but not be limited to, preliminary construction activities, pre-construction meetings, site work, structure erection, roof close-in, exterior wall systems, paving, major material fabrication and delivery, shop drawings submittals, bi-weekly progress meetings, furniture delivery and installation, equipment delivery and installation, coordination requirements, mock-up installations and inspections, dates of Substantial and Final Completion, Certificate of Occupancy inspection, systems testing and instruction, and special County decision points that impact the Work.

Information for each activity:

1. Activity number, description and estimated duration
2. Anticipated start and finish dates
3. Responsibility for activity
4. The cost loading values for each activity.

- D. For all major equipment and materials to be fabricated or supplied for the Project, the Detailed Design/Build Schedule shall show a sequence of activities including:
1. Preparation of shop drawings and sample submissions
 2. A reasonable time for review of shop drawings and samples or such time as specified in the Contract Documents
 3. Shop fabrication, delivery and storage
 4. Erection or installation
 5. Testing of equipment and materials.
- E. The D/B Company shall submit, as a part of the data submitted to the Construction Manager, a narrative report indicating the anticipated allocation by the D/B Company of the following resources and work shifts for each activity which he proposes to be utilized on the Project:
1. Labor resources;
 2. Equipment resources; and
 3. Whether it proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5, 6 or 7 day work week basis. (see work hours)
- F The Construction Manager shall have the right to require the D/B Company to modify any portion of the D/B Company's Detailed Design/Build Schedule, or Recovery Schedule, including cost loading with the D/B Company bearing the expense thereof, which the Construction Manager reasonably determines to be:
1. Impractical;
 2. Based upon erroneous calculations or estimates;
 3. Unreasonable;
 4. Not in compliance with other provisions of the Contract Documents;
 5. Required in order to ensure proper coordination by the D/B Company of the D/B Work of its sub-contractors and with the work or services being provided by any separate contractor;
 6. Necessary to avoid undue interference with the County's operations or those of any utility companies or adjoining property owners;
 7. Necessary to ensure completion of the D/B Work by the milestone and completion dates set forth in the Contract Documents;
 8. Required in order for the D/B Company to comply with the requirements of this Appendix or any other requirements of the Contract Documents; or
 9. Not in accordance with the D/B Company's actual operations.

5.4 BASELINE SCHEDULE

- A. Upon final approval, the detailed Design/Build Schedule shall be used as a Baseline Schedule. The Baseline Schedule will be change only under the following circumstances after review and approval of the Construction Manager.
1. An approved Change Order to the D/B Work, which constitutes an adjustment to the original scope of work and requires additional time to complete. The baseline schedule will be change to reflect the additional time of the change order.
 2. Unavoidable delays, not the fault of the D/B Company, contained in a time- only approved Change Order. The baseline schedule will have the additional time added to the schedule.
 3. A Change Order approved by the County that has an additional time extension.
 4. A request by the D/B Company for a revision to the Detailed Design/Build Schedule that does not extend the Acceptance Date beyond the term of the Contract.
- B. It should be noted that delays attributed to the D/B Company or failure of the D/B Company to make major milestones that require a subsequent recovery schedule does not change the baseline (original) schedule. Recovery schedules, when required, will be used until the project regains the baseline schedule or until the D/B Work is complete, the term of the contract reached or the contract terminated. The baseline schedule remains the baseline unless changed by an approved change order or is revised and equals the term of the contract.

5.5 SCHEDULE OF VALUES

As part of the submission of the detailed Design/Build Schedule, the D/B Company shall submit a breakdown of the expected value of each of the schedule activities for which payment will be requested. Activities shall roll-up into Milestones. The Milestones shall be the same as the items listed in the Cost Proposal Summary and other activities as necessary in the D/B Company's proposal in response to the D/B RFP. The total cost for all Milestones is to be equal to the Design/build Price. The cost breakdown of the detailed Design/Build Schedule shall have a direct correlation to the Schedule of Values to be used as the basis for Applications for Payment.

Fulton County Public Works requires the Contractor to use Primavera Contract Management for the input of the Schedule of Valves. The Contractor shall submit the Contract Management to the Construction Manager. The Contractor is required to obtain the necessary licenses to operate this software.

5.6 UPDATING OF DESIGN/BUILD SCHEDULE--DESIGN AND CONSTRUCTION PROGRESS REPORTS

- A. As detailed in Exhibit , the D/B Company shall submit for the monthly progress report and for all payment requests an update of the D/B Schedule. The Construction Manager will review the D/B Schedule contained in the Design and Construction Progress Report or payment request to determine the D/B Company's actual progress. Prepared by the D/B Company, said schedule updates shall set forth current and accurate progress data and shall be based upon the D/B Company's best judgment. Said schedule updates shall be prepared by the D/B Company in consultation with all principal sub-contractor and suppliers.
- B. The updated Schedule shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining duration and/or estimated completion dates for activities currently in progress, and quantities of material installed during the reporting period. The Construction Manager will produce a computerized update worksheet for the D/B Company to complete as a part of this process.
- C. At the monthly progress meeting held in accordance with Exhibit , a total review of the Project will take place including but not limited to, the following:
 1. Current update of the Detailed Design/Build Schedule
 2. Anticipated detailed construction activities for the subsequent report period
 3. Critical items pending
 4. D/B Company's requested changes to the detailed Design/Build Schedule. These changes shall be accompanied by a change order to the scope of work and term or a change order to the term only.
- D. The D/B Company shall submit a narrative with the progress report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any proposed newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
 1. A narrative describing actual D/B Work accomplished during the reporting period
 2. A list of major construction equipment used on the Project during the reporting period
 3. The total number of people by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel
 4. A manpower and equipment forecast for the succeeding thirty (30) days, stating the total number of people by craft, and separately stating such total as to office, supervisory and field personnel
 5. A list of D/B Company supplied materials and equipment, indicating current availability and anticipated job site delivery dates
 6. Anticipated changes or additions to D/B Company's supervisory personnel.

- E. As part of the updating process, the Construction Manager will calculate, based upon progress data provided by the D/B Company and agreed to by the Construction Manager, the value of Work completed based on the sum of the cost loading amounts for all activities, including activities specifically defined for stored materials, less the amount previously paid. Summation of all values of each activity less the appropriate percent of retainage shall be the maximum amount payable to the D/B Company, provided that the D/B Company has complied with all requirements of the Contract Documents.

5.7 RECOVERY SCHEDULE

- A. Should the updated detailed Design/Build Schedule, at any time during the D/B Company's performance, show, in the sole opinion of the Construction Manager, that the D/B Company is fourteen (14) or more days behind schedule for any milestone or completion date for any location or category of work, the D/B Company, at the request of the Construction Manager, shall prepare a Recovery Schedule within 5 days, at no additional cost to the County (unless the County is solely responsible for the event or occurrence which has caused the schedule slippage), explaining and displaying how the D/B Company intends to reschedule its D/B Work in order to regain compliance with the detailed Design/Build Schedule.
- B. The D/B Company in preparing a recover schedule shall prepare and submit to the Construction Manager a Recovery Schedule, incorporating the best available information from sub-contractors and others that will permit a return to the Detailed Construction (baseline) Schedule at the earliest possible time. The D/B Company shall prepare a Recovery Schedule to the same level of detail as the detailed Design/Build Schedule. The Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
- C. Within two (2) days after submission of the Recovery Schedule to the Construction Manager, the D/B Company and any of the necessary sub-contractors, suppliers, vendors, manufacturers, etc. shall participate in a conference with the Construction Manager to review and evaluate the Recovery Schedule. Each of the participants will give a written commitment to comply with the Recovery Schedule. Within two (2) days of the conference, the D/B Company shall submit the revisions necessitated by the review for the Construction Manager's review and approval. The D/B Company shall use the approved Recovery Schedule as its plan for returning to the detailed Design/Build Schedule.
- D. The D/B Company shall confer continuously with the Construction Manager to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Construction Manager will direct the D/B Company as follows:
 - 1. If the Construction Manager determines the D/B Company continues behind schedule, the Construction Manager will direct the D/B Company to prepare a Schedule Revision. If the submitted Schedule Revisions will exceed the term of the D/B Contract then the D/B Company must also submit and change order request. This

change order request will be for the amount of time the project has been delayed. All conditions affecting the requested change order and liquidated damages or construction claims that might arise from the delay, or from the change order must be included in the Change Order request.

2. If the Construction Manager determines the D/B Company has successfully complied with provisions of the Recovery Schedule, the Construction Manager will direct the D/B Company to return to the use of the approved detailed Design/Build Schedule.

5.8 SCHEDULE REVISIONS

- A. If the D/B Company cannot recover the detailed Design/Build Schedule via the Recovery Schedule then the D/B Company must prepare a Schedule Revision and if this revision extends the detailed Design/Build Schedule beyond the term of the D/B contract, a request for a Change Order must be submitted. If the Schedule does not exceed the term of the contract the Construction Manager can approve the revision that now becomes the new Detailed Design/Build Schedule and Baseline. If the Term of the Contract is exceeded then a Change Order request must be submitted and the schedule revision with reasons for the delay. If the delay is the fault of the D/B Company then only the detailed Design/Build Schedule is revised with the Baseline remaining unchanged. If the delay is County's fault or request or an uncontrollable circumstance then the detailed Design/Build Schedule and baseline will be revised following approval of the Change Order. Change Orders within Fulton County can take several months. The requests for a Change Order must be well thought out and analyzed to insure that all delays are requested and documented.
- B. Requests for revision will be accompanied by evidence acceptable to the Construction Manager that the D/B Company's suppliers, and sub-contractor are in agreement with the proposed revisions. If there are separate contractors on the Project, the approval of the separate contractors shall be obtained to make the proposed schedule revisions. If accepted by the Construction Manager and County, the revisions shall be binding upon the D/B Company and all separate contractors on the Project.

5.9 FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the currently approved Design/Build Schedule. Float or slack time shown on the currently approved Design/Build Schedule is not for exclusive use or benefit of either the County or the D/B Company and is available for use by either of them according to whichever first needs the benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays, impact, acceleration or changes in the Work which may arise during performance. The D/B Company specifically agrees that the County or Construction Manager in conjunction with their

review activities or to resolve Project problems may use float time. The D/B Company agrees that there will be no basis for any modification of the milestone or completion dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, delay, impact, acceleration, or change order which only results in the loss of available float on the currently approved Design/Build Schedule.

- B. Float time shown on any Design/Build Schedule shall not be used arbitrarily by the D/B Company in a manner, which, in the opinion of the Construction Manager, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the County

5.10 PAYMENT

- A. The invoicing process is defined in the General Conditions of the D/B Contract and nothing in this Appendix is meant to be in conflict with the D/B Contract. Any inconsistencies between this appendix and the D/B Contract, the D/B Contract shall prevail.

B. There shall be no payment to the D/B Company prior to Construction Notice to Proceed.

All monthly payments invoiced by the D/B Company to the County shall be based on Completion of the Design/Build Work in accordance with the cost Loaded Design/Build Schedule and Schedule of Values.

- C. For a payment submittal to be accepted by the Construction Manager all the conditions as defined in Section 6.6 of the D/B Contract must be met by the D/B Company. Failure to meet these requirements constitutes not-submittal of the payment request.
- D. With each payment submittal the D/B Company must include:
 1. A reasonably detailed description of all D/B Work actually completed during the period of the payment submittal
 2. An invoices for equipment installed or stored onsite
 3. An up-to-date and annotated Design/Build Schedule which shall reflect the status of the D/B Company's design and Design/Build Schedule since the date of the last payment submittal
 4. An up-to-date and annotated Schedule of Values indicating the percentage of Work completed by activity and milestone for the project.
 5. Revisions to the critical path schedule which shall reflect changes in the critical path schedule since the date of the last payment submittal.
 6. Notice of any liens or "Encumbrances which have been filed, together with evidence that the D/B Company has boned or discharged such liens or encumbrances
 7. A complete and filled-out Exhibit G, Technical Proposal Form 8
 8. Construction Progress Photos

9. Any other documents or information relating to the Design/Build Work or this Design/Build Contract requested by the Construction Manager as may be required by Applicable Law or this Design/Build Contract

E. Schedule of Values Utilization

1. Applications for Payment: The Schedule of Values, that is acceptable to the County, shall be the basis for the D/B Company's applications for payment.
2. Changes to the Schedule of Values: The County shall have the right to require the D/B Company to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:
 - a) The Schedule of Values appears to be incorrect or unbalanced.
 - b) A revision to the segregation of values is required due t to the D/B Company revising the sequence of construction or assembly of building components, which in turn invalidates the Schedule of Values.
 - c) Change Orders are issued to the D/B Company and require incorporation into the Schedule of Values.
3. Stored Materials: The D/B Company is required to correlate the documentation for payment of stored materials requested in the Application for Payment against the agreed upon breakdown of the Schedule of Values. The County reserves the right to not process the application for payment if this correlation has not been submitted in conjunction with the application for payment.

5.11 RETAINAGE

The County shall retain from each progress payment five percent of the estimated value of the work performed. At the discretion of the owner and with the approval of the contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work. 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 limit shall be based upon the price for each individual project or assignment. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the contractor and subcontractors as their interests may appear. 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.

5.12 FINAL PAYMENT/CLOSE-OUT OF PROJECT

Following acceptance and the project milestone “**Complete**” has been achieved the project must be closed-out for the D/B Company to receive the Final Payment. The D/B Company shall provide as part of the project submittals the following documents which are also provided in Appendix 13:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid otherwise satisfied; each subcontractor must also provide an affidavit.
- b. The surety's consent to final payment
- c. Certificate of Occupancy for all facilities constructed as part of the Design/Build Work
- d. Contractor Statement of Completion of all Work
- e. A Final Exhibit G – Prime Contractor and Sub-contractor Utilization Report (TPP8)
- f. Notification of Warranty Period for all major pieces of equipment
- g. Transmittals signed by Construction Manager for all deliverables
- h. A final invoice for the D/B Work
- i. Other documents requested by the Construction Manager as deemed required for final payment.

EXHIBIT 5
PROJECT DELIVERABLES

6.1 General Requirements

The D/B Company shall be required to prepare several comprehensive Project Plans and Manuals, which satisfy the County's objectives for project performance. The D/B Company shall develop each of the required plans in sufficient detail to cover activities during the construction, start-up and transition periods with the understanding that the contract operator will further develop each of the plans as necessary after the D/B Company's responsibilities end.

Additionally, other Project Deliverables are required. These deliverables are also defined in this Exhibit

The D/B Company shall develop the following plans:

Construction Control Plans—these plans are due to the Construction Manager 10 days prior to the scheduled Construction Notice to Proceed date and must be approved by the Construction Manager to achieve Construction NTP.

- Quality Controls/Quality Assurance
- Corrective Action
- Project Safety and Health Program
- Security Plan
- Emergency Response Plan

Operational Plans/Manuals—these plans/manuals are due in accordance with this Appendix and the D/B Contract

- Equipment and Start-Up Testing Plan
- Acceptance Testing Plan
- Training Plan
- Operations and Maintenance Manuals

6.1.1 Format for all Plans/Manuals

All plans and manuals required by this appendix shall be submitted on 8 ½ by 11 white paper in three ring binders. Two copies of draft plans and manuals shall be provided, 6 copies of final plans and manuals shall be provided. All documents (draft or final) shall also be provided in electronic form on USB in Microsoft Office format and PDF format. All plans and manuals shall be linked to the O&M Manual and text searchable. The Construction Manager must approve any exception to the format requirement.

6.2 Plans/Manuals

The D/B Company shall submit the following specific Plans of Actions to the Construction Manager.

6.2.1 Quality Assurance /Quality Control Plan

The Quality Assurance/Quality Control Plan is required to be submitted and approved prior to Notice to Proceed.

The D/B Company is responsible for providing a Quality Assurance/Quality Control Plan (QA/QC Plan) as a part of meeting the contract requirements. The QA/QC Plan shall establish a protocol to be used to maintain an effective construction quality control system. The QA/QC Plan shall identify the personnel, their qualifications; inspection procedures, sampling and test procedures, frequency and number of tests, laboratory and field test standards, and materials requiring testing that will be used to ensure a final product that complies with the approved design and specifications. The QA/QC Plan shall address all construction and manufacturing operations, both on-Site and off- Site, and shall be keyed to the proposed construction sequence. The QA/QC Plan shall be submitted for review and the D/B Company shall modify the QA/QC Plan as necessary to address the comments and requests of the Construction Manager. The Construction Manager will provide comments on the QA/QC Plan to the D/B Company within 30 days. At the discretion of the Construction Manager, subsequent updates to the QA/QC Plan may be required to meet the needs of the Project. The Construction Manager shall be notified of the testing schedule in advance of all testing and reserves the right to attend and request shop testing and/or other tests related to the construction elements.

The D/B Company shall further be responsible for certifying that all design submittals are in compliance with Appendix 10 and the Design/Build Contract, and that the completed Design/Build Project has been constructed in accordance with the approved design submittals.

6.2.2 Corrective Action Plan

The Corrective Action Plan is required to be submitted and approved prior to Notice to Proceed.

The D/B Company is required to submit a Corrective Action Plan, which will provide guidelines for the adjustment, rectification, or improvement of work or work progress that may be deemed unsatisfactory by the Construction Manager. This plan shall contain the forms and/or logs that will be used to document such work, the status of work, and course of action taken. Each instance of unsatisfactory work will then require the following of this plan as a guideline for corrective action.

6.2.3 Project Safety and Health Program

The Project Safety and Health Program is required in accordance with Appendix 9B to be submitted and approved by the Construction Manager prior to Notice to Proceed.

The D/B Company shall provide for and maintain the security and safety of all individuals near or on-Site during the Construction Period. The D/B Company shall develop and submit to the Construction Manager for review a Project Safety and Health Program designed to minimize the likelihood of construction related accidents and

provide all safety measures required by Applicable Law.

6.2.4 Security Plan

The D/B Company shall prepare and secure approval of a Security Plan prior to Notice to Proceed. The plan shall describe the responsibilities for maintaining the security and safety of all equipment and structures that encompasses that portion of the work being undertaken by the D/B Company. Any and all persons entering the facilities shall be identified and provide appropriate documentation of authorization to have access to the facilities. A log of any and all persons accessing the facilities shall be kept.

The Security Plan shall address the following minimum physical security requirements:

- The structural integrity of the fences shall be maintained and kept in neat order.
- Gates access points, and doors to the facilities and structures in the facilities shall be kept locked.
- Entrance to such facilities and structures shall be protected against unauthorized entry.
- Etc.

All security issues are to be coordinated and approved by the Construction Manager.

6.2.5 Emergency Response Plan

The D/B Company shall prepare and submit an Emergency Response Plan. The initial submittal of this plan shall cover the construction period and potential emergencies that could arise during this period. This plan shall supplement the Safety and Health Plans and the Security Plan with specific actions. The Emergency Response Plan shall be updated and resubmitted to include those emergencies related to BCWRF operations. The plan shall serve as a guide to the D/B Company and the County in responding to emergency situations. The goal shall be to tabulate procedures and information needed to ensure prompt and reasonable response to all customer problems and emergencies pertaining to the facilities.

Standard operating procedures, including on-call backup capability to be utilized during an emergency event shall be developed by the D/B Company. At a minimum, the emergency operations procedures shall address:

- Chemical spills
- Personal emergencies
- Fires and explosions
- Pipe, valve or pump failure
- Equipment and process failure
- Power failure
- Acts of God (i.e., hurricane, wind storms and floods)
- Wastewater bypass discharges
- Emergency telephone numbers
- Emergency equipment inventory
- Homeland Security Procedure Implementation
- Records preservation
- Coordinating instructions with public safety agencies

- Consent Agreement(s) operational requirements.

6.2.6 Equipment and Start-Up Testing Plan

The Equipment and Start-Up Testing Plan shall be submitted to the Construction Manager for review and concurrence two weeks prior to the first equipment and Start-up testing event.

The Equipment and Start-up Testing Plan must address the personnel, resources and precautions required to accomplish the start-up and testing of the equipment.

6.7.7 Transition Plan (Not Used)

6.7.8 Acceptance Test Plans

The D/B Company shall develop and submit an Acceptance Test Plan for the D/B Work. The Acceptance Test Plan must satisfy the requirements of Appendix 5. The Acceptance Test Plan shall be approved by the Construction Manager prior to the conduct of the Acceptance Test.

6.2.9 Staffing Plan (Not Used)

6.2.10 Training Plan/Training Program

The D/B Company shall submit an Operator Training Plan (Training Plan). The Training Plan shall clearly define the classroom and hands-on training curriculum for the County's Contract Operators. A training schedule shall be submitted in the Training Plan.

The D/B Company shall provide a training program for the Contract Operators. Such training shall include, but not be limited to, modern wastewater process control for all newly installed unit processes, equipment operations, repair, and maintenance, sampling and analytical procedures, regulatory requirements, supervisory skills, and safety and occupational health procedures.

The training activities must be coordinated such that hands on training can be provided by the equipment manufacturers. The D/B Company shall provide documentation of all training completed during start-up and transition phases to the participants. Video taping shall be provided for all vendor training.

6.2.11 Operations and Maintenance Manual

The D/B Company shall prepare and submit an Operations and Maintenance Manual (O&M Manual) The O&M Manual shall specify all maintenance and testing to be conducted specific to and inclusive of all facilities and equipment that are part of the D/B Work. The O&M Plan shall be incorporated into a comprehensive manual organized into separate sections addressing each of the unit processes involved, the overall facilities

operation and control, auxiliary facilities equipment, and grounds and building maintenance.

The O&M Manual shall be developed in a manner that is fully consistent with the Design/Build Contract. The D/B Company shall submit a Draft O&M Manual 45 days prior to the anticipated date for the beginning of Acceptance Testing. The Construction Manager will review the draft O&M Manual and return comments and corrections within 30 days. D/B Company's exceptions to the comments and corrections must be resolved prior to the start of Acceptance Testing. The D/B Company shall submit a final version of the O&M Plan incorporating any requested changes, comments and lessons learned during Acceptance Testing prior to the County Assumption of Operational Responsibility.

The O&M manuals shall be in an electronic format compatible for use with the County's CMMS. At a minimum, the O&M manuals shall include the following:

- Routine maintenance schedule for all major systems and schedule of expected shutdowns;
- Equipment manufacturers/suppliers operation and maintenance manuals in electronic form;
- Forms and checklists to be used to monitor equipment, execute all operations and track predictive, preventative, and corrective maintenance;
- Any and all addenda or updates for Design/Build Work efforts;
- Operator logs to be used to monitor the equipment/processes; and
- Pictures of equipment and structures.

Each separate unit process shall have a designated process description section in the manuals and shall include a detailed written explanation of the following (as applicable):

- The process including its key components;
- The function of the equipment/process installed, including its purpose and normal operating parameters;
- Equipment summary, including nameplate data, supplier/local representative, and manufacturer;
- Description of instrumentation and control systems, including alarm conditions and responses;
- Description of normal operations, including: startup and shutdown, adjustment of variable functions and settings, interface with other equipment/processes, routine monitoring checklists, normal operating parameters, and record keeping forms;
- Description of alternate and emergency operations modes;
- Maintenance, including predictive, preventative and corrective maintenance for process functions, mechanical functions, electrical functions, instrumentation and control functions, and structural maintenance.
- Troubleshooting malfunctions of any of the equipment/processes.

6.3 OTHER DELIVERABLES & NON-PERIODIC REPORTS

6.3.1 Record Drawings

After Substantial Completion the D/B Company shall deliver to the Construction Manager sets of Record Drawings in accordance with the requirements of Appendix 11 prior to, or with the final invoice.

The final invoice will not be paid until the Record Drawings are reviewed and accepted by the County. The Record Drawings shall also be delivered to the Construction Manager in electronic format on a USB.

6.3.2 Asset Management Data

As part of the CMMS implementation the D/B Company shall provide to the County Asset Management Data on all major components that were installed during the D/B Work. This data shall be in electronic form, a Microsoft Access Database and also two printed copies of database tables. The database shall contain as a minimum the following data fields: acquisition date, acquisition cost, name plate data, expected life, location and fields for maintenance cost.

6.3.3 Equipment and Start-Up Test Report

Following individual equipment and process start-up and prior to acceptance testing the D/B Company shall submit a report to the Construction Manager as to the results of the equipment and process start-up.

6.3.4 Acceptance Testing Report

At least 90 days prior to the Scheduled Acceptance Date, the D/B Company shall submit to the County a detailed Acceptance Testing Plan. The results of Acceptance Testing shall be submitted to the Construction Manager in an Acceptance Testing Report prior to the Final Payment. The report will be reviewed by the Construction Manager and returned with comments within 30 days. The D/B Company shall make all changes associated with the Construction Manager's comments and submit a Final Report.

6.3.5 Close-Out Deliverables

Per the D/B Contract the following documentation is required to process the final Pay application:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid otherwise satisfied; each subcontractor must also provide an affidavit.
- b. The surety's consent to final payment
- c. Certificate of Occupancy for all facilities constructed as part of the Design/Build Work
- d. Contractor Statement of Completion of all Work
- e. A Final Exhibit G – Prime Contractor and Sub-contractor Utilization Report (TPP8)
- f. Notification of Warranty Period for all major pieces of equipment
- g. Transmittals signed by Construction Manager for all deliverables
- h. A final invoice for the D/B Work
- i. Approved Records Drawings.
- j. Equipment invoices.

EXHIBIT 6
PROJECT GUARANTEES RISK

6.1 General

The County desires that each proposer evaluates the required D/B Guarantees and risk allocation associated with the project and details, in the technical approach, the proposer's plan to mitigate the risk and ensure that the guarantees are achieved.

It is the County's intent in providing the information in this appendix to give the proposers a better understanding of the County's overall goals and objectives for the project. It is not the intention of the County to provide information on all risks associated in the D/B Project. If the information in this appendix is in conflict with the terms and conditions of the D/B Contract, the D/B Contract shall govern.

6.2 Equipment Performance

The D/B Company shall prove that the equipment provided with this project perform as intended. If the equipment does not perform as proposed, then the D/B Company shall make all corrections and modifications, at no additional cost to the Owner, to make the equipment perform as intended. These corrections or modifications, if needed, shall not extend the Term of the Contract.

6.3 Odor Control

The project site is to be kept from becoming an odor nuisance during construction. The D/B Company is to prevent the release of odors such that they are not released in greater quantity while the D/B Work is going on than during normal operation. Should the D/B Company fail to correct the excess odor, attributable to their work, and the County is required to take action to do so, the D/B Company is to compensate the County for the cost to bring the odor level into compliance. Maintaining odor control is not a reason for stoppage or slowdown of the work, nor is it a reason for lengthening the contract period.

6.4 Subsurface Risk

The County makes no representation or warranty with respect to the project site. Based on its inspections of the project site, and other inquiries and investigations made by the D/B Company prior to the Contract Date, which the Company acknowledges to be sufficient for this purpose, the D/B Company assumes the risk of the adequacy and sufficiency of the "as-is" condition of the project site.

It is specifically understood that the D/B Company's assumption of the "as-is" risk of the condition of the project site shall not extend to Pre-Existing Environmental Conditions. No other Uncontrollable Circumstance, however, shall relieve or limit the D/B Company's assumption of the "as-is" risk

SAFETY POLICY STATEMENT

It is the policy of Fulton County to establish a comprehensive accident and loss prevention process for all Capital Projects implemented by Fulton County or its agents.

The goals of this comprehensive accident and loss prevention process are as follows:

- To prevent personal injury, property damage, and injury to the public.
- To implement safety and loss prevention processes as critical elements in the complete design and build process.
- To establish a proactive safety and health process that complies with all laws, regulations, consensus standards, and good management practices.
- To have the D/B Company partner with Fulton County in the implementation of a Safety and Loss Prevention Process to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in project design, in the invitation to bid or request for proposal, in bid award and project meetings, and in the post job evaluations. The D/B Company is required to develop and submit a project safety and health program for acceptance by Fulton County prior to Notice to Proceed. The D/B Company is required to implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and the bid documents. The Policies, Procedures, and Requirements listed here are an example the minimum. The D/B Company's safety policy shall be complete and thorough and represent the Company's, the industry's, and regulatory requirements and best practices.

The D/B Company and other entities placed under contract with Fulton County will be obligated to implement, adhere to and enforce this Policy. The safety and health of the D/B Company's employees, Sub-contractors, and the public are the sole responsibility of the D/B Company. The County may use and direct designated Representatives to implement and enforce this policy. **Failure of the D/B Company to comply with this policy or any Safety related obligations may be grounds for contract termination.**

Safety Professionals and Fulton County's designated Representatives will periodically inspect the D/B Work to identify safety hazards and make recommendations to resolve the issues. D/B Company will be responsible for abating the identified issues in a timely manner, and submitting written description of corrective action within 48 hours to Fulton County designated Representatives. Failure to bring timely resolution to the issues may result in work stoppage at D/B Company's expense.

Prior to commencing work under this contract, D/B Company's Project Manager, Project Superintendent and Safety Officer shall attend a Pre-Construction Meeting and Safety Pre-Planning meeting to address safety issues/requirements.

D/B COMPANY SAFETY AND HEALTH MANAGEMENT PROCESS

1.0 NOT USED

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 D/B Company's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the D/B Company, Sub-Contractors and the Construction Manager.

3.0 RESPONSIBILITY

The D/B Company awarded the D/B Contract 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). Nothing contained herein shall relieve the D/B Company or any Sub-contractor of such responsibility or liability.

4.0 PROCEDURE

- 4.1 The D/B Company 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 the Construction Manager prior to Notice to Proceed.
- 4.2 The D/B Company 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 the Construction Manager prior to Notice to Proceed.
- 4.3 The D/B Company must designate a person responsible for site safety. Each Subcontractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 D/B Company is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-contractor, and the general public.
- 4.6 D/B Company 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 D/B Company 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 D/B Company's agenda, which is required in Progress Meetings.

5.0 DRUG AND ALCOHOL POLICY

The D/B Company 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 D/B Company 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 D/B Company 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 D/B Company'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 and 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 D/B Company 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 Construction Manager.
- 8.2 The D/B Company 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 D/B Company must notify the Construction Manager immediately and must coordinate any releases to the news media through the Construction Manager and the County's Information and Public Affairs Office.
- 8.4 If a work-related injury should occur on this project, D/B Company shall perform a thorough investigation of the incident and document the information on a worker's compensation 1st Report of Injury. A copy of report shall be submitted to the Construction Manager within 24 hours of the incident.
- 8.5 A written accident investigation report containing the following information as a minimum must be forwarded to the Construction Manager within 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 D/B Company 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 D/B Company 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 D/B Company 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 D/B Company 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 the Construction Manager.

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

10.3.1 The D/B Company must notify the Construction Manager whenever an OSHA 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 D/B Company is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to the Construction Manager.

10.3.3 These records will be reviewed with the Construction Manager 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 Construction Manager. 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 D/B Company'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 in a meeting with the Construction Manager. A written action plan to address the D/B Company's performance issues may be developed.

10.4.5 The Construction Manager may meet the D/B Company'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 D/B Company will conduct weekly safety meetings with all D/B Company and Sub-Contractor employees on the site.

11.2 The D/B Company 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 D/B Company 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 D/B Company must be able to show when requested the required safety training for all D/B Company and Sub-Contractors employees and competent persons working on the site including any required craft training.

12.1.2 The D/B Company 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 D/B Company 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 D/B Company 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 D/B Company or Sub-contractors 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 the Construction Manager.

12.1.6 D/B Company shall orient all supervision and employees concerning safety requirements before working on the project site.

12.2 Equipment Certification and Inspection

12.2.1 The D/B Company must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.

12.2.2 The D/B Company must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.

12.2.3 The D/B Company must maintain a job site file for these required inspections and certifications.

12.2.4 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.

12.2.5 D/B Company 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 D/B Company 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 D/B Company 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 in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

13.3 Hazard Communication (HAZCOM)*

The D/B Company 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 D/B Company 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 85 dBA is required.
- D/B Company 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 maybe 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 OSHA 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 D/B Company 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 D/B Company 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 D/B Company 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 D/B Company 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*

D/B Company 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-contractors 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.
- 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 D/B Company is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by

OSHA 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 stops 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 D/B Company.

- 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 (Jlg) 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 store separately or separated by a ½ hour rated firewall.
- Compressed gas cylinders are not allowed inside confined spaces.

13.17 Welding, Burning, And Cutting*

- The D/B Company'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 cleanup and trash and debris removal.

13.19 Hearing Conservation*

The D/B Company 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 D/B Company 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 D/B Company's Safety Program submittal. The D/B Company 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 D/B Company 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 D/B Company's scope of work and specific work activities or location the D/B Company 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 over head and other construction hazards

16.5 Site Traffic Control

16.6 Barricading off hazardous areas and open pits and holes

Attachment A Job Safety Analysis Worksheet Example and Information
Job Safety Analysis/ Job Pre-Planning Worksheet

Job Name		Completed By	
Date		Phase / Operation	
Task	Hazard		Control

**PRE-OPERATIONAL PLANNING
FACT FINDING GUIDE – GL**

I. Evaluate present conditions at job site to determine items that could lead to liability claims during work and after completion of the project.

A. PRESENT OCCUPANCY OR USE OF THE SITE

- Demolition to be done?
- Structures will remain (condition)?

B. HISTORY OF THE SITE

- For what was the site used before?
- Underground tanks?
- Underground utilities?

C. GEOLOGY OF THE SITE

- Rock to be blasted?
- Water to be removed/diverted?
- Fill needed? (where and how obtained?)
- Excavation needed? (where and how disposed of?)

II. Evaluate controls needed in reference to site security and public protection.

A. FENCING NEEDED?

B. ACCESS/GATES

- Can traffic be routed past office or checkpoint?
- "Non-Vendor" visitors escorted?
- Gate lockable after hours?
- "Hard Hat" signs at entrance?
- Dirt removal/tarping area at exit?
- Ready Mix chute wash area?

C. PEDESTRIANS

- Sidewalk maintained outside fence?
- Covered sidewalk needed?
- Special access requirements for neighboring occupants?
- Special after-hours considerations?

D. ENVIRONMENTAL

- Dust control?
- Silt control?
- Mud control on streets?
- Vibration control?

E. UTILITIES

- Underground utilities located?
- Overhead power lines in work area relocated, removed, or deenergized?
- Temporary power service away from high traffic areas?

F. SUB-CONTRACTORS

- Method to secure proof of adequate insurance coverage in place?
- List of hazardous materials obtained?
- List of hazardous materials provided?
- Responsibilities established
- Job site safety meetings
- Materials delivery
- Debris removal
- Access to site
- Weekly Sub-contractors' meetings
- Schedule of safety inspections
- Emergency Procedures

G. MATERIALS HANDLING

- Crane selection criteria established
- Maximum weight to be handled
- Maximum lifting height
- Maximum horizontal reach needed
- Amount of travel needed
- Swing radius available
- Set-up area available
- Ground bearing capacity
- Approximate frequency of lifts
- Crane operations responsibilities established
- Triangle or leasing company crane to be used?
- Operator trained and experienced on specific machine?
- Operator can accurately read and interpret machine load chart?
- Critical lift identified (75% of net capacity)?
- Machine fully inspected by a qualified outside agency?
- Rigging hardware properly selected?
- Inspecting and maintaining the crane per owner/manufacture specifications?

III. Start Up.

A. ELECTRICAL

- Temporary Power
- Underground service possible?
- Maintenance responsibilities established?
- Main circuit panel barricaded?
- Lighting planned?
- Circuit Protection
- Ground fault circuit interrupt protection?
- Assured grounding conductor program?
- Responsibilities established?

B. FIRE PROTECTION

- ABC extinguishers adequately distributed?
- Properly sized?
- Maintenance of fire extinguishers?
- Stand pipe/hydrant available? Adequate?
- Housekeeping checks/inspections?

C. FALL PROTECTION

- Critical Job Phases Identified?
- Critical exposures identified by phase? (e.g. "Worker falls into basement excavation")
- Scheduled start dates for critical phases?
- General Fall Protection Procedures
- Perimeters
- Floor openings
- Working deck
- Work area access
- Ladders
- Elevator hatchways

D. PERSONAL PROTECTIVE EQUIPMENT

- General
- Hard hats
- Work shoes
- Specific by Task

E. HAZARD COMMUNICATION PROGRAM ESTABLISHED AND EMPLOYEES TRAINED

F. CONFINED SPACE ENTRY

- Procedures established and task(s) identified requiring use of procedures?

G. TRENCHING

- Procedures established and task(s) requiring procedures identified?

H. PHASE PRE-PLANNING

- Job schedules established?
- Agreed upon target dates for meeting?
- Follow up system

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]** Reeves Young, LLC 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.

886774

EEV/Basic Pilot Program* User Identification Number

Matthew McCormack - Reeves Young, LLC

BY: Authorized Officer of Agent (Insert Contractor Name)

Senior Vice President

Title of Authorized Officer or Agent of Contractor

¹O.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.

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].

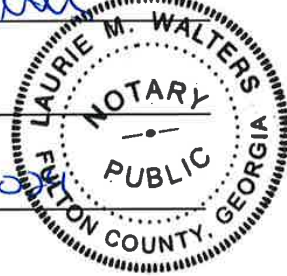
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 8 day of August, 2023

Notary Public: 

County: Fulton

Commission Expires: 5-4-2024



**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 **Goodwyn Mills Cawood, LLC (GMC)** 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.

829134

EEV/Basic Pilot Program* User Identification Number

Goodwyn Mills Cawood, LLC (GMC)

BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Georgia Engineering

Title of Authorized Officer or Agent of Contractor

¹O.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.

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].

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 26th day of July, 2023.

Notary Public: Kimberly Lewis

County: Cobb County

Commission Expires: November 30, 2025



**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] Reeves Young GMC, JV 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.

368561

EEV/Basic Pilot Program* User Identification Number

[Signature] Materials Managers and Engineers, Inc. dba 2MNEXT

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President and CEO

Title of Authorized Officer or Agent of Subcontractor

Subash Reddy Kuchikulla

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 3rd day of January

[Signature]



My Commission Expires
April 19, 2025

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 60, 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] Reeves Young GMC, JV 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.

228409
EEV/Basic Pilot Program* User Identification Number

[Signature]

BY: Authorized Officer of Agent
(Insert Subcontractor Name) LLAMAS COATINGS, INC.

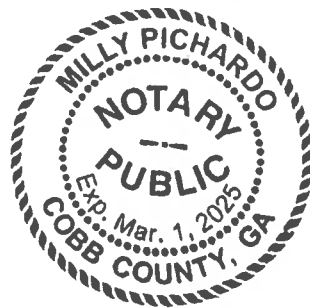
President
Title of Authorized Officer or Agent of Subcontractor

Benigno D. LLamazales
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 3rd day of Jan, 2024

[Signature]



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].

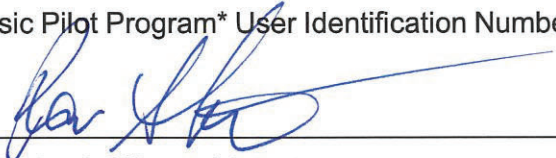
**STATE OF GEORGIA
COUNTY OF FULTON**

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]** Reeves Young GMC, JV 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.

455-297

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent

(Insert Subcontractor Name) M.E. Contractors, Inc.

Owner

Title of Authorized Officer or Agent of Subcontractor

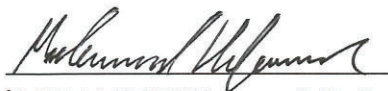
Ron Stroud

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 3 day of January, 2024

Michael Harshbarger
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 06/21/2025



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].

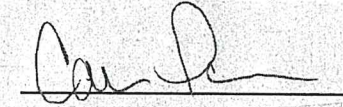
**STATE OF GEORGIA
COUNTY OF FULTON**

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]** Reeves Young GMC, JV 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.

129976

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Contract Administrator

Title of Authorized Officer or Agent of Subcontractor

Candace Parker

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 3rd day of January, 2024



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].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Firm Officers

Eric Young - CEO
Steve Heyward - COO
Chad McLeod - President
William Reeves - Executive Vice President
Matthew McCormack - Senior Vice President
Kevin Smith - Vice President

Firm Address

Reeves Young, LLC
45 Peachtree Industrial Blvd.
Sugar Hill, GA 30518

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Founded in 1952, Reeves Young has been in business for 71 years. From 20 employees in 2000 to over 500 employees in 2023, we have grown exponentially. Our growth has been driven by our willingness to make our clients' lives easier by providing sole source, turn-key solutions and our determination to create long-term relationships built on trust and service.

We are a fully integrated construction company comprising five business units: Commercial Public, Commercial Private, Heavy Civil, Water Resources, and Industrial. Each group stands independent as their respective scopes of work are different; however, each group's ability to perform at a high level is bolstered by the experience and expertise of the others. With employees and offices in Greenville, Atlanta, and Nashville, Reeves Young is positioned to deliver diverse building services to clients throughout the Southeast.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No individual at Reeves Young, LLC has a business relationship with Fulton County. Reeves Young, LLC has not had any employee, agent or representative (who will be directly involved in this project if awarded by Fulton County (i) directly or indirectly has had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly received revenues from the result of conducting business on Fulton County property to any contract with Fulton County. Reeves Young, LLC is currently serving Fulton County by managing the Atlanta Newnan Road project.

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Camp Creek WRF 2023 Immediate Needs
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LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:

YES

 NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:

YES

 NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:

YES

 NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:

YES

 NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES

 NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES

 NO

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

Circle One: YES

 NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 8 day of August, 2023

Reeves Young, LLC 8/8/23

(Legal Name of Proponent) (Date)

Matthew T. McCormick 8/8/23

(Signature of Authorized Representative) (Date)

Senior Vice President

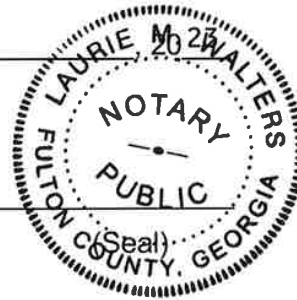
(Title)

Sworn to and subscribed before me,

This 8 day of August

Laurie M. Walters

(Notary Public)



Commission Expires 5-4-2024

(Date)

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Please refer to the following page for GMC's officers and directors list.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

During the past five years, GMC has grown to better serve our clients' needs. Over the past five years, several key personnel have joined GMC or relocated to the Atlanta region. We understand that success is dependent on meeting our client's needs and we are here to serve you.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No individual at GMC has a business relationship with Fulton County. GMC has not had any employee, agent or representative (who will be directly involved in this project if awarded by Fulton County) (i) directly or indirectly has had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly received revenues from the result of conducting business on Fulton County property to any contract with Fulton County. GMC is currently serving Fulton County by managing the TSPLOST Program and Atlanta Newnan Road project.

Section 10 Disclosure Form and Questionnaire

GMC Firm Principals

CEO Jeffrey Brewer, AIA	2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
COO Galen Thackston, PE, LEED Green Associate	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
CFO Amanda Davis	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117

Board of Directors

Lee Walters, PWS (Chairman)	11 North Water Street, Suite 15250, Mobile, Alabama 36602
Kevin Laird, PE	117 Welborn Street, Greenville, South Carolina 29601
Galen Thackston, PE, LEED Green Associate	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Cedric Campbell, PE	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Freddie Lynn, Jr., AIA, LEED Green Associate	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
John Bricken III, PLA, ASLA, LEED Green Associate	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Steve Jernigan, FAIA, LEED AP	720 Bayfront Parkway, Suite 200, Pensacola, Florida 32502

Executive Vice Presidents

John Averrett, PE, LEED AP	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
John Bricken III, PLA, ASLA, LEED Green Associate	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Steve Cawood, PE	117 Welborn Street, Greenville, South Carolina 29601
Chris Engel, AIA, NCARB, LEED AP BD+C	2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
Bobby Kemp, PE	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Kevin Laird, PE	117 Welborn Street, Greenville, South Carolina 29601
Jof Mehaffey, PWS	3310 West End Avenue, Suite 420, Nashville, Tennessee 37203
Robert Ramsey	6120 Powers Ferry Road Northwest, Suite 200, Atlanta, Georgia 30339
David Reed, PE, PLS	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Kevin Wales, PE	2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
Bill Wallace, AIA	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117

Regional Vice Presidents

Cedric Campbell, PE	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Gary Owen, AIA, LEED Green Associate	2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
Jim Teel	6120 Powers Ferry Road Northwest, Suite 200, Atlanta, Georgia 30339
Lee Walters, PWS	11 North Water Street, Suite 15250, Mobile, Alabama 36602
Steve Jernigan, FAIA, LEED AP	720 Bayfront Parkway, Suite 200, Pensacola, Florida 32502

Corporate Vice Presidents

Abby Basinger	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Brian Carey	2400 5th Avenue South, Suite 200, Birmingham, Alabama 35233
Mario Galloway	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Kristen Hunt	2660 EastChase Lane, Suite 200, Montgomery, Alabama 36117
Ashley McKeithan	11 North Water Street, Suite 15250, Mobile, Alabama 36602

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

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

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]



Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 26th day of July, 2023

John Barlow

July 26, 2023

(Legal Name of Proponent)

(Date)

[Handwritten Signature]

July 26, 2023

(Signature of Authorized Representative)

(Date)

Vice President, Georgia Engineering

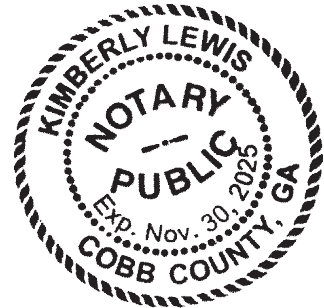
(Title)

Sworn to and subscribed before me,

This 26th day of July, 2023

Kimberly Lewis
(Notary Public)

(Seal)



Commission Expires November 30, 2025

(Date)



This **N/A** day of **N/A** , 20 **N/A**

N/A

(Notary Public)

(Seal)

Commission Expires: **N/A**

(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Reeves Young, LLC

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

Professional License Type: Georgia General Contractor License

Professional License Number: GCQA007447


Expiration Date of License: 06/30/2024

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

Signed: *Matthew T. McCormack*

Date: 8/8/23

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Licensing Board for Residential and General Contractors
 LICENSE NO. GCCO007450
 Reeves Young, LLC
Eric V Young
 45 Peachtree Industrial Blvd
 Sugar Hill GA 30518

Qualifying Agent: Ty Robert Kelley
 Qualifying Agent License NO: GCQA007447
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 10/18/2021

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FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **Goodwyn Mills Cawood, LLC (GMC)**

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

Professional License Type: **Engineering Services**

Professional License Number: **PEF007898**

Expiration Date of License: **06/30/2024**

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:

July 26, 2023

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Board of Registration for Professional Engineers and
 Land Surveyors
 LICENSE NO. PEF007898
 Goodwyn Mills Cawood, LLC
 6120 Powers Ferry Road NW
 suite 350
 Atlanta GA 30339
Engineer Firm
 EXP DATE - 06/30/2024 Status: Active
 Issue Date: 01/11/2021



**STATE OF GEORGIA
COUNTY OF FULTON**

form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Goodwyn Mills Cawood, LLC (GMC) is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Goodwyn Mills Cawood, LLC (GMC)

(BUSINESS NAME)

6120 Powers Ferry Rd NW, Suite 200, Atlanta, GA 30339

(FULTON COUNTY BUSINESS ADDRESS)

Vice President, Georgia Engineering

(OFFICIAL TITLE OF AFFIANT)

John Barlow

(NAME OF AFFIANT)

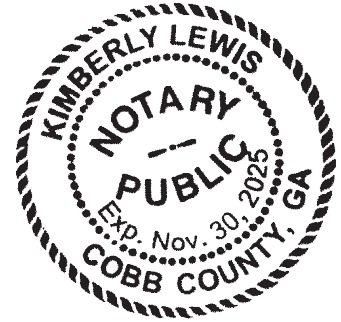
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,



This 26th day of July, 2023

Kimberly Lewis
(Notary Public) (Seal)



Commission Expires: November 30, 2025
(Date)

2023

SANDY SPRINGS
GEORGIA

BUSINESS OCCUPATIONAL TAX CERTIFICATE

ENGINEERING SERVICES
(NOT TRANSFERABLE)

License Number
23-98719

Date Issued
1/18/2023

NAICS Code
541330

Expiration Date
12/31/2023

Account Number
25075

FOR OPERATION IN THE CITY OF SANDY SPRINGS, GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER CODES AND RESOLUTIONS OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BE REVOKED AND ANNULLED, AND IS SUBJECT TO ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Issued By:
Raquel D. Gonzalez
Raquel D. Gonzalez, City Clerk
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

Valid for Business Shown Below Only:

BUSINESS ADDRESS:
GOODWYN MILLS CAWOOD, LLC
6120 POWERS FERRY ROAD SUITE 350
SANDY SPRINGS GA 30339

MAILING ADDRESS:
GOODWYN MILLS CAWOOD, LLC
PO BOX 242128
MONTGOMERY, AL 36124

MUST BE POSTED IN A CONSPICUOUS LOCATION

**STATE OF GEORGIA
COUNTY OF FULTON**

**form F: SERVICE DISABLED VETERAN Preference AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror N/A is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

N/A

(BUSINESS NAME)

N/A

(FULTON COUNTY BUSINESS ADDRESS)

N/A

(OFFICIAL TITLE OF AFFIANT)

N/A

(NAME OF AFFIANT)

N/A

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

EXHIBIT I
OFFICE OF CONTRACT COMPLIANCE FORMS



EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Matthew McCormack),
Name

Senior Vice President

Reeves Young GMC, JV

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: Matthew McCormack **TITLE:** Senior Vice President

SIGNATURE: *Matthew T McCormack*



ADDRESS: 45 Peachtree Industrial Blvd

Sugar Hill, GA 30518

PHONE NUMBER: 678.288.2063

EMAIL: mmcormack@reevesyoung.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 Reeves Young GMC, JV

-
ITB/RFP Name & Number: Request for Proposal 23RFP052223K-JA Design Build Services For Camp Creek Wrf 2023 Immediate Needs

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:

\$ 9,410,000	Or	63.4	%
--------------	----	------	---

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.) Reeves Young, LLC	(b.) Goodwyn, Mills and Cawood, Inc.

% of JV	85%	% of JV	15%
Ethnicity	N/A	Ethnicity	N/A
Gender	N/A	Gender	N/A
Certified (Y or N)	N/A	Certified (Y or N)	N/A
Agency	N/A	Agency	N/A
Date Certified	N/A	Date Certified	N/A

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

Total Dollar Value of Certified Subcontractors: (\$) 5,440,000

Total Percentage of Certified Subcontractors: (%) 36.6

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: Matthew T. McCormick Title: Senior Vice President

Business or Corporate Name: Reeves Young, LLC

Address: 45 Peachtree Industrial Blvd

Sugar Hill, GA 30518

Telephone: (678.) 288.2063

Fax Number: (770) 271.5856

Email Address: mmcormack@reevesyoung.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.



**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

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Wormack Electric Co.	twormack@wormackelec.com	Dahlonega, GA, 770-442-9084	White	N/A	N/A	Electrical	~\$1.5MM	~10%
Llamas Coatings, Inc.	bennyjr@llamascoatings.com	Atlanta, GA, 404-799-0384	AA	CoA	AABE / SBE	Painting	~\$2.49MM	~17%
2MNEXT	subash@2matl.com	Atlanta, GA, 404-799-0384	API	Fulton County	FBE	Process Eqp. Coordinator	~\$2.95MM	~20%
Eco-Tech	scockrell@eco-tech.net	Canton, GA, 678-880-1203	White	N/A	N/A	Septage Rcvg. Station	~\$250k	~1.7%
Heyward-Atlanta	rony.russo@heywardatlanta.com	Tucker, GA, 770-496-9808	White	N/A	N/A	Blowers	~\$440k	~3%
Xylem-Flygt	tony.purcell@xylem.com	Suwanee, GA, 770-238-8770	White	N/A	N/A	Refurb'd PS	~\$84k	~0.5%
TDH	rcalmes@tdhco.com	Marietta, GA, 770-509-1808	White	N/A	N/A	Slide Gates	~\$115k	~0.8%
TEC	blanford@teccompanies.com	Woodstock, GA 404-569-4286	White	N/A	N/A	Erosion Control	~\$15k	~0.1%

**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
Womack Electric Co.	PO Box 1929, Dahlonoga, GA 30533	Todd Womack	twomack@womackelec.com	770-442-9084	Electrical	N/A	Bidding
Llamas Coatings, Inc.	2210 River View Road Atlanta, GA 30339	Robert Stark	smoky@llamascoatings.com	404-799-0384	Painting & Coating	AABE / SBE	Bidding
2MNEXT	3715 Northside Pkwy, Bldg. 300, Suite #200, Atlanta, GA 30327	Subash Reddy Kuchikulla	subash@2matl.com	404-961-5279	Process Eqpt. Coordinator	FBE	Bidding
Cleveland Electric	PO Box 1929, Dahlonoga, GA 30533	Tom Shelton	toms@clevelandgroup.com	404-505-4432	Electrical	N/A	No Bid
Engineered Spray Solutions	1306 Banana Road Lakeland, FL 33810	Jeremy Huckaby	jhucaby@ess-1.net	863-999-2790	Painting & Coating	N/A	Bidding
Universal Painting Corp.	3810 Drane Field Road Lakeland, FL 33811	Michael Allison	mallison@universalpainting.com	863-594-1907	Painting & Coating	N/A	Bidding
Ferguson	4655 Buford Highway Norcross, GA 30071	Adam Godfrey	adam.godfrey@ferguson.com	706-860-2233	Piping & Accy's	N/A	Bidding
Core & Main	2111 Moon Station Dr. Kennesaw, GA 30144	Pat May	patrick.may@coreandmain.com	470-445-4064	Piping & Accy's	N/A	Bidding
Pro SWPPP	PO Box 1929, Dahlonoga, GA 30533	Derek Chinnners	bids@proswppp.com	833-438-7977	SWPPP Plan	N/A	Bidding
TEC	3207 S. Cherokee Lane Woodstock, GA 30188	Barry Lanford	blanford@teccompanies.com	404-569-4286	E&SC Install	N/A	Bidding
Mceadoy Group	100 Parkwood Circle, Suite 900 Atlanta, GA 30339	Nony Mbaezue	nony@aimmksqw.net	404-697-1983	Process Eqpt.	N/A	Bidding

Company Name: Reeves Young

Project # & Title: #23RFP052223K-JA, Design/Build Services Camp Creek WRF 2023 Immediate Needs for DPW

Printed Signature: *Matthew T McConnel*

Date: 8/21/2023



EXHIBIT J
RISK MANAGEMENT INSURANCE PROVISIONS
FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

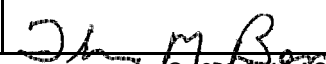
PRODUCER McGriff Insurance Services 2520 Northwinds Pkwy Suite 600 Alpharetta, GA 30009 770 274-2910	CONTACT NAME: Pauline Boaz PHONE (A/C, No, Ext): 770 274-2910 E-MAIL ADDRESS: pboaz@mcgriff.com		FAX (A/C, No): 770-754-4570													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER C : Pacific Insurance Company, Ltd</td> <td>10046</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> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : The Cincinnati Insurance Company	10677	INSURER C : Pacific Insurance Company, Ltd	10046	INSURER D :		INSURER E :		INSURER F :
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INSURER F :																
INSURED Reeves Young/GMC Joint Venture 45 Peachtree Industrial Blvd NW Suite 200 Sugar Hill, GA 30518																

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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:	X	X	GLO439577200	12/31/2022	12/31/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP518526300	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	AUC422029500 EXS0600377	12/31/2022 12/31/2022	12/31/2023 12/31/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC518526000	12/31/2022	12/31/2023	<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
C	Pollution			20CPIKQ3050	12/31/2022	12/31/2023	\$5,000,000/\$10,000 Ded
C	Professional			20CPIKQ3050	12/31/2022	12/31/2023	\$5,000,000/\$25,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Camp Creek WRF 2023 Immediate Needs For Department of Public Works-7520 Cochran Road, College Park, GA 30349
Fulton County Government, Its Officials, Officers and Employees are Additional Insured with respects to General Liability, Auto Liability and Umbrella Liability insurance coverage when required by written contract with the named insured per attached endorsements. A waiver of subrogation in favor of Fulton (See Attached Descriptions)

CERTIFICATE HOLDER Fulton County Government - Purchasing and Contract Compliance 130 Peachtree Street, S.W., Suite 1168 Atlanta, GA 30303-3459	CANCELLATION 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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DESCRIPTIONS (Continued from Page 1)

County

Government, Its Officials, Officers and Employees are Additional Insured with respects to General Liability, Auto Liability, Workers Compensation and Umbrella Liability insurance coverage when required by written contract with the named insured per attached endorsements.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Reeves Young/GMC Joint Venture

POLICY NUMBER: GLO439577200

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization who you are required to add by written contract or written agreement which is executed before a "Staffing Services" "Occurrence" to waive your rights of recovery .

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

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.

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Reeves Young/GMC Joint Venture



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO439577200

Effective Date: 12/31/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	07*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Reeves Young/GMC Joint Venture



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP518526300

Effective Date: 12/31/2022

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 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.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan 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) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

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 written rental 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 \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

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.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

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Reeves Young/GMC Joint Venture



Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP518526300	Effective Date: 12/31/2022

This endorsement modifies insurance provided under the:

Auto Dealers Coverage Form
Business Auto Coverage Form
Motor Carrier Coverage Form

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

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ACORDTM**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

11/28/2023

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

AGENCY McGriff Insurance Services 2520 Northwinds Pkwy Suite 600 Alpharetta, GA 30009		PHONE (A/C, No, Ext): 770 274-2910	COMPANY Travelers Property Casualty Co of Amer One Tower Square Hartford, CT 06183	
FAX (A/C, No): 770-754-4570	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 385202		LOAN NUMBER		POLICY NUMBER QT6305P88145ATIL22
INSURED Reeves Young/GMC Joint Venture 45 Peachtree Industrial Blvd NW Suite 200 Sugar Hill, GA 30518		EFFECTIVE DATE 12/31/22	EXPIRATION DATE 12/31/23	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

The Camp Creek Water Reclamation Facility
7520 Cochran Road, College Park, GA 30349

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC				BROAD	X	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE		
Builders Risk Reporting Form Open Reporting Coverage at One Location Waste Water Treatment Plant Renovation or Upgrade Special Time Element Coverage Valuation: Replacement Cost Co-Insurance Does Not Apply Sublimits Flood per Occurrence Zone B, X (shaded) and X-500 (See Attached Coverage Info.)											\$10,000,000	\$2,500
									\$2,000,000	\$2,500		
									\$10,000,000	\$50,000		

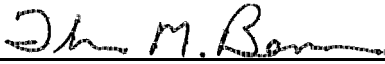
REMARKS (Including Special Conditions)

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CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Fulton County Government - Purchasing and Contract Compliance Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input type="checkbox"/>	LOSS PAYEE
	<input type="checkbox"/>	MORTGAGEE	<input type="checkbox"/>			
	LOAN #					
AUTHORIZED REPRESENTATIVE 						

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Flood Zone C and Flood Zone X (unshaded)	\$25,000,000	\$50,000
Non Participating or Suspended Counties	\$25,000,000	\$50,000
Earth Movement Per Occurrence High Hazard Counties	\$2,500,000	\$50,000
Earth Movement Whole or In part w/in Moderate Hazard Co	\$10,000,000	\$50,000
Earth Movement outside High&Moderate Hazard	50,000,000	\$50,000
Covered Property In Transit	\$5,000,000	\$2,500
Covered Property in Storage	\$1,000,000	\$2,500
Coverage Extensions		
Expediting Expense and Extra Expense	\$100,000	\$2,500
Fire Protective Systems	\$50,000	\$2,500
Landscaping	\$50,000	\$2,500
Soft costs	\$1,000,000	\$2,500
Additional Coverages		
Additional Cost of Construction Materials and Labor	\$100,000	\$2,500
Claim Data Expenses	\$50,000	\$2,500
Construction Contract Penalty	\$50,000	\$2,500
Debris Removal Increase	\$250,000	\$2,500
Ordinance or Law		
Loss To The Undamaged Portion Of The Building or Structure	Incl in limit	
Demo Cost & Increased Cost Of Construction-Combined	\$250,000	\$2,500
Pollutant Cleanup and Removal Annual Aggregate	\$100,000	\$2,500