



**FULTON
COUNTY**

GUARANTEED MAXIMUM PRICE AMENDMENT

**PROGRESSIVE DESIGN-BUILD SERVICES FOR
ATLANTA NEWNAN ROAD PUMP STATION AND
FORCE MAIN**

**GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND PROGRESSIVE
DESIGN/BUILDER**

Design-Builder **Reeves Young/GMC, JV**

Contract: **21RFP130845K-BKJ, Progressive Design/Build Services for
Atlanta Newnan Road Pump Station and Force Main**

Address: **45 Peachtree Industrial Blvd, NW, Suite 200**
City, State: **Sugar Hill, GA 30518**

Contact: **Matt McCormack**
 Senior Vice President – JV Principal

Email: **mmccormack@reevesyoung.com**

Pursuant to Exhibit F, Scope of Work and Technical Specifications of the Agreement, dated December 8, 2021, between Fulton County (“Owner”) and Reeves Young/ GMC, JV (“Progressive Design/Builder”) or (“PBD”), with respect to the construction of the Progressive Design/Build Services for Atlanta Newnan Road Pump Station and Force Main (“Project”), the Owner and the PBD hereby agree to amend and modify the Agreement by the Amendment and establish a Guaranteed Maximum Price (“GMP”) to perform all construction activities associated with the installation of two new pump stations and associated force main pipelines to serve the South Fulton County area for the Project as set forth below:

ARTICLE 1
SCOPE OF WORK

The Scope of Work consists of the installation of the new Atlanta Newnan Road Pump Station, replacement and removal of the existing Little Bear Water Reclamation Facility with the new Little Bear Pump Station, modifications to the existing Ono Road Pump Station, installation of approximately 24,000 LF of 12” HDPE sanitary force main between the new Atlanta Newnan Road Pump Station and the new Little Bear Pump Station, and installation of approximately 21,000 LF of 18” HDPE sanitary force main between the new Little Bear Pump Station and the existing Ono Road Pump Station for the Project identified in Exhibit A. In accordance with the Agreement, this Amendment and the other Contract Documents listed as Exhibits below, which are hereby incorporated into and made part of the Amendment by this reference:

EXHIBIT A	List of Drawings
EXHIBIT B	GMP’S Cost
EXHIBIT C	Qualifications and Exclusions
EXHIBIT D	Payment & Performance Bonds

EXHIBIT E	Certificate of Insurance
EXHIBIT F	Purchasing Forms
EXHIBIT G	Contract Compliance Forms (Subcontractors)

ARTICLE 2

GUARANTEED MAXIMUM PRICE

- 2.1 PDB's Guaranteed Maximum Price (GMP) for all construction activities for the Atlanta Newnan Road Pump Station and Force Main in Exhibit A in an amount not to exceed \$18,519,592.88 (Eighteen Million Five Hundred Nineteen Thousand Eight Hundred Eighty Three Dollars and Eighty Eight Cents),
- 2.2 The PDB's Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of **\$18,519,592.88 (Eighteen Million Five Hundred Nineteen Thousand Eight Hundred Eighty Three Dollars and Eighty Eight Cents)** said lump sum amount is included within the above noted GMP.
- 2.3 The General Condition expenses for the entire Work anticipated on this Project are hereby established as an amount not to exceed **\$1,500,000.00 (One Million Five Hundred Thousand and Zero Cents)**, said not to exceed amount is included within the above noted GMP. The items included as General Condition Expenses are listed in the Agreement, Section 00700. Except as said not to exceed amount for General Condition expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Manager acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above amount and Construction Manager agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above amount.
- 2.4 Monthly installment payment of the Construction Contractor's Fee shall be based upon the percent completion of the designated portion of the Work for that particular month.
- 2.5 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work, but excluding all items that are to be reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in paragraph 2.3 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of **\$672,523.08 (Six Hundred Seventy Two Thousand Five Hundred Twenty Three dollars and Eight cents)**. Contingency funds shall be used to cover costs that arise during construction that are not identified in the Construction Documents. Construction Manager shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining Owner's express written authorization to proceed. The Construction Manager acknowledges and agrees that any work which is to be charged against the contingency that does not receive such prior written approval

from the Owner shall be deemed to be part of the Construction Manager's basic Work compensated within the GMP and not chargeable against the Owner's Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditure become part of the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the job will be credited from the guaranteed maximum price. Construction Manager has no entitlement to any portion of any unused contingency.

ARTICLE 3

CONTRACT TIME

- 3.1 The Construction Phase Commencement Date for the Work is the date established by the County issued Notice to Proceed with Construction. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is 15 months from the issuance of the notice to proceed (NTP) with work to be completed within 450 calendar days. The Substantial Completion date is therefore established as 450 calendar days or completion of construction project, from the Notice to Proceed with Construction date.
- 3.2 Pursuant to this Agreement, for each calendar day that any work remains uncompleted starting January 1, 2024, after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 1,000.00 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.

ARTICLE 4

MISCELLANEOUS

- 4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Progressive Design Builder agree that the terms of this Amendment shall prevail and control.
- 4.2 Payment and Performance Bonds will be 100% of the GMP Amendment referenced in Exhibit A.
- 4.3 Certificate of Insurance required by Fulton County Government Risk Management Provision referenced in Exhibit F.
- 4.4 The GMP Amendment was approved by the Fulton County Board of Commissioners on August 3, 2022, BOC Item #22-0541.

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:

PROGRESSIVE DESIGN-BUILDER:

FULTON COUNTY, GEORGIA

REEVES YOUNG/GMC, JV

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Matthew McCormack

Matt McCormack
Senior Vice President – JV Principal

Please select Attest or Notary from checkbox

Attest

☒ Notary

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commissioners

Dawn Welch

Secretary/
Assistant Secretary

(Affix County Seal)



APPROVED AS TO FORM:

(Affix Corporate Seal)

DocuSigned by:



ATTEST:

DocuSigned by:

Denval Stewart

Office of the County Attorney

scarleth I. valeriano

Notary Public

APPROVED AS TO CONTENT:

County: Gwinnett

DocuSigned by:

David Clark

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

Commission Expires: September 26, 2025

DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

☒ RM

ITEM#: xxx

RCS: xxx

RECESS MEETING

ITEM#: 2022-0541

RM: 8/3/2022

REGULAR MEETING

Insurance Certificate to be attached



EXHIBIT A

LIST OF DRAWINGS

EXHIBIT B

GMP COST



June 29, 2022

Mr. David Clark
141 Pryor Street
Atlanta, GA 30303

RE : Atlanta Newnan Road Pump Station and Force Main – Firm Lump Sum 80% Design GMP Pricing

Mr. Clark,

Please see the following breakdown for the Firm Lump Sum 80% Design GMP pricing for the Atlanta Newnan Road Pump Station and Force Main project.

FIRM LUMP SUM GMP - 80% DESIGN PRICING		
COST CODE	DESCRIPTION	80% DESIGN
15002	80% DESIGN TO 100%	\$ 135,000.00
15002	CONSTRUCTION ADMINISTRATION/INSPECTION	\$ 455,600.00
15002	CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS	\$ 100,000.00
22000	SURVEYING & LAYOUT	\$ 60,000.00
24000	DEMOLITION	\$ 217,497.90
27000	DEWATERING	\$ 97,800.00
33000	STRUCTURAL CONCRETE	\$ 744,774.56
55000	MISCELLANEOUS METALS	\$ 87,376.45
71000	WATERPROOFING	\$ 200,000.00
79000	SEALANTS & CAULKING	\$ 15,000.00
99000	PAINTING & COATINGS	\$ 40,000.00
101400	SIGNAGE	\$ 25,000.00
260000	ELECTRICAL	\$ 2,768,156.00
311000	CLEARING & GRUBBING	\$ 100,000.00
312000	EARTHWORK	\$ 595,709.21
312500	EROSION CONTROL	\$ 401,219.84
314000	JACK & BORE	\$ 1,406,989.85
316000	SPECIAL FOUNDATIONS	\$ 25,000.00
321123	AGGREGATE COURSES	\$ 56,420.34
321216	ASPHALT PAVING	\$ 57,106.00
321217	PERMEABLE PAVERS	\$ 113,080.78
321313	FLATWORK	\$ 110,189.00
321613	CONCRETE CURB & GUTTER	\$ 5,000.00
321720	PAVEMENT MARKINGS	\$ 10,000.00
323100	FENCING & GATES	\$ 76,306.08
329000	LANDSCAPING & IRRIGATION	\$ 15,000.00
332000	YARD PIPING	\$ 3,318,885.46
334000	PRECAST UTILITIES	\$ 652,627.51
400000	PROCESS PIPE PURCHASE	\$ 3,470,242.12
400001	PROCESS PIPE INSTALL	\$ 58,444.78



400500	PROCESS PIPE SUPPORTS	\$ 136,080.58
404100	PROCESS PIPE HEAT TRACE & INSULATION	\$ 50,000.00
405000	PROCESS VALVES	\$ 492,560.69
407000	INSTRUMENTATION & CONTROLS	\$ 198,806.85
412200	CRANES & HOISTS	\$ 94,980.00
440000	PROCESS EQUIPMENT	\$ 1,329,232.01
	COST OF WORK	\$ 17,720,086.01
010000	GENERAL CONDITIONS & CONSTRUCTION EQUIPMENT	\$ 1,500,000.00
999000	INSURANCE (GL & BR)	\$ 106,677.91
999940	PERMITS	\$ -
999950	BOND	\$ 190,548.00
999995	PROJECT CONTINGENCY	\$ 224,174.36
999996	MATERIAL ESCALATION	\$ -
999998	CONSTRUCTION CONTINGENCY	\$ 448,348.72
999999	FEE	\$ 1,800,000.00
	FIRM LUMP SUM TOTAL	\$ 21,989,835.00

Thank you,
Reeves Young, LLC

A handwritten signature in blue ink, appearing to read "G. VandenHeuvel".

Greg VandenHeuvel
Preconstruction

cc: Matt McCormack, Reeves Young
Ty Kelley, Reeves Young
Robby Land, Reeves Young
Jim Teel, GMC
Curtis Barber, GMC
John Raiford, GMC
Cherise Smith, Fulton County



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PROJECT DESCRIPTION & EXECUTIVE SUMMARY:

The project consists of the installation of the new Atlanta Newnan Road Pump Station, replacement and removal of the existing Little Bear Water Reclamation Facility with the new Little Bear Pump Station, modifications to the existing Ono Road Pump Station, installation of approximately 24,000 LF of 12” HDPE sanitary force main between the new Atlanta Newnan Road Pump Station and the new Little Bear Pump Station, and installation of approximately 21,000 LF of 18” HDPE sanitary force main between the new Little Bear Pump Station and the existing Ono Road Pump Station. The new construction and renovation lead to activities being completed at the following locations:

LOCATION	DESCRIPTION
ANRPS	ATLANTA NEWNAN ROAD PUMP STATION
LBPS	LITTLE BEAR PUMP STATION
ORPS	ONO ROAD PUMP STATION

A detailed breakdown of the Total Cost of Construction for the above areas in accordance with plans and specifications received to date, as well as anticipated costs for scopes that are not fully developed can be found in the detailed estimate to follow as well as the accompanying takeoff.

The Firm Lump Sum 80% Design GMP is \$21,989,835.00.

**ESTIMATED COST OF WORK:**

FIRM LUMP SUM GMP - 80% DESIGN PRICING		
COST CODE	DESCRIPTION	80% DESIGN
15002	80% DESIGN TO 100%	\$ 135,000.00
15002	CONSTRUCTION ADMINISTRATION/INSPECTION	\$ 455,600.00
15002	CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS	\$ 100,000.00
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	FIRM LUMP SUM TOTAL	\$ 21,989,835.00

EXHIBIT C

QUALIFICATIONS AND EXCLUSIONS



QUALIFICATIONS AND EXCLUSIONS:

General

Qualifications:

1. Unless otherwise noted herein, the scope of the work corresponding to this 80% Design GMP is consistent with the documents produced by Goodwyn Mills Cawood as per 80% Design Drawings dated 5/26/2022 and Basis of Design Report dated February 2022. Outlined herein are the changes and/or clarifications to the scope and shall supersede all previous documentation.
2. The Contract Agreement between the Design-Build Project Team and the Owner shall supersede and prevail for any conflicts between the contract documents and the Owner Agreement that are not addressed in this Estimate.
3. Electronic Documents will be provided to the Construction Manager at no cost.
4. Scheduling shall be compiled and issued in a standard CPM format using Primavera P6 as the scheduling software.
5. The Contractor shall be paid for any damage repair or relocations required relevant to below grade utilities that are not located by 811 services, indicated on the contract documents as existing or to be relocated (provided there is no willful misconduct on the part of the Contractor during the discovery process or normal working activities).
6. Work schedule is based upon five (5), 10-hour days.
7. Cost is included for construction material testing.
8. Cost is included for all Phase II design services.
9. All project supervision and management personnel and costs.
10. Construction contingency for unknown/differing conditions.
11. Project Contingency for development of design documents.
12. Material escalation through development of design documents.
13. Electronic as-built documents (two sets of red line as-built drawings will be provided to the Owner at the end of the project).

Exclusions:

1. Cost associated with comments and inspections from state and local authorities resulting in changes to the scope of work and or contract documents during the construction process.
2. LEED Requirements.
3. Material escalation factors including costs associated with foreign material tariffs outside of the above-referenced allowance.
4. Costs for Phase I services including current contract value of \$590,000.
5. Buy American or AIS requirements.
6. Davis-Bacon Wage Rates.
7. Temporary Telephone Service.
8. Third Party Special Inspections Cost.
9. Easement/property acquisition.
10. Cost for Permitting including Plan Review Fees, Land Disturbance Permit, Building Permit, Variance Permit, Air Rights Permit, GDOT Permit, Certificate of Occupancy Fee, and All Trade Permits shall be covered by the Phase I services contingency allowance.
11. Reeves Young to provide construction trailer and related furnishings to Owner for the duration of project.

Division 2 – Existing Conditions

Qualifications:

1. Cost is included to decommission and demolish/abandon the existing Little Bear Water Reclamation Facility, and salvage select pieces of equipment as designated by Fulton County
2. Surveying, layout, and temporary controls for the pump stations and force main Work
3. Cost and coordination included to relocate electrical services as necessary with electric utility



Exclusions:

1. Cost for abatement of hazardous material
2. Establishing permanent survey monuments
3. Cost for removing/handling/disposing of residual sludge at LBPS
4. Cost for closeout permit and monitoring of abandoned Little Bear Water Reclamation Facility
5. Cost to remove and clean residual material from LBPS

Division 3 – Concrete

Qualifications:

1. Cost is included for 6" of stone under slabs
2. Where dimensions were not shown, drawings were scaled to derive quantities
3. Cost includes all electrical, equipment, and mechanical pads (size scaled from drawings)
4. Xypex concrete additive for ANRPS and LBPS
5. Cost of water for water-tightness testing

Exclusions:

1. Wet curing of concrete
2. Intermediate or deep foundations
3. Below slab drainage

Division 4 – Masonry

Qualifications:

1. N/A

Exclusions:

1. Masonry Work

Division 5 - Metals

Qualifications:

1. Cost is included for the hatches, grating, and ladders shown at ANRPS and LBPS

Exclusions:

1. Handrail, stairs, platforms at ANRPS, LBPS, ORPS

Division 6 – Woods and Plastics

Qualifications:

1. N/A

Exclusions:

1. Casework, lab equipment, FRP fabrications (grating, frames, etc.), rough carpentry

Division 7 – Thermal and Moisture Protection

Qualifications:

1. Rolled-on dampproofing at exterior of ANRPS and LBPS
2. Coating of interior of the wet well with corrosion inhibitor in accordance with 60% Design Specifications
3. Cost is included as an Allowance of \$15,000 for Joint Sealants and Caulking at construction joints in walls and slabs
4. Epoxy-coating of interior of precast concrete manholes

Exclusions:

1. Fluid-applied waterproofing at concrete footings
2. Fireproofing



Division 8 – Doors and Windows

Qualifications:

1. N/A

Exclusions:

1. Doors, windows, and associated hardware

Division 9 - Finishes

Qualifications:

1. Cost is included for Painting and Coating of exposed and submerged ductile iron pipe (DIP) and fittings, exposed and submerged miscellaneous small-bore piping, and related appurtenances
2. Epoxy coating interior of precast utility structures

Exclusions:

1. Painting of factory-finished electrical/mechanical equipment
2. Painting and coating of HDPE pipe/fittings
3. Painting and coating of stainless and aluminum metals
4. Painting and coating of odor control ductwork
5. Painting/coating/restoration of existing piping and equipment at LBPS and ORPS unaltered by new construction/modifications

Division 10 - Specialties

Qualifications:

1. Cost is included as an Allowance of \$25,000 for Signage
2. Pipe/duct labels
3. Equipment labels

Exclusions:

1. N/A

Division 12 - Furnishings

Qualifications:

1. N/A

Exclusions:

1. Furniture, furnishings, casework, and window treatments

Division 13 – Special Construction

Qualifications:

1. N/A

Exclusions:

1. Furnish and install pre-engineered metal canopy system

Division 14 - Conveying Equipment

Qualifications:

1. N/A

Exclusions:

1. Elevators or Lifts



Division 21 - Fire Suppression

Qualifications:

1. N/A

Exclusions:

1. Fire Protection Systems (wet or dry type)

Division 22 - Plumbing

Qualifications:

1. Pipe, fittings, and appurtenances for complete installation of related emergency eyewashes and showers

Exclusions:

1. Plumbing systems not shown or indicated on Contract Drawings

Division 23 - Heating, Ventilating and Air Conditioning

Qualifications:

1. N/A

Exclusions:

1. HVAC systems

Division 26 through 28 Electrical Systems

Qualifications:

1. Cost is included to furnish and install one (1) each diesel-engine genset at ANRPS and one (1) each diesel-engine genset at LBPS
2. Cost to furnish and install custom enclosures for active front-end filters for VFDs (alternate to include smaller E-house for active front-end filters is currently being evaluated, any potential savings shall be returned to Owner)
3. Cost is included for all Electrical Equipment to be installed at ANRPS and LBPS
4. Cost is included for all Electrical installation, materials, and appurtenances at ANRPS and LBPS
5. Cost to make electrical connections for the new ORPS Odor Control system
6. Cost is included to furnish and install provisions for CCTV/Security System to be installed by others.

Exclusions:

1. Fire Alarm System
2. Television / MATV / CATV System
3. Tel / Voice / Data System
4. CCTV / Security System
5. Audio Visual System
6. Electronic Door Hardware
7. Paging / Public Address Systems

Division 31 & 33 - Site Grading & Utilities

Qualifications:

1. Cost is included for Ductile Iron Pipe for all pipe from the discharge of the wet well pumps through and immediately after the Flowmeter and Bypass assembly at ANRPS and LBPS
2. Cost is included for 12" DIPS SDR11 HDPE for the Force Main pipe and fittings
3. Cost is included for 18" DIPS SDR11 HDPE for the Force Main pipe and fittings
4. Cost is included for Push-On Joints for all piping outside of 10' of the structure and fittings
5. Rock excavation at Force Main, ANRPS, and LBPS is assumed to be covered by the Project Contingency
6. Clearing/grubbing of ANRPS and LBPS for construction of new facilities
7. Clearing/grubbing of select locations along 12" and 18" Force Main pipe installation



8. Dewatering cost for ANRPS and LBPS per "Report of Geotechnical Exploration" for ANRPS and LBPS dated March 17, 2022
9. Cost is included for OSHA-compliant excavations at ANRPS, LBPS, and Force Main piping
10. Cost is included for pre-cast concrete utility structures at ANRPS, LBPS, and Force Main pipe corridor
11. Cost is included for Jack and Bore services for the installation of the 12" and 18" Force Main pipe
1. Utility Meter, Tap, Connection and Impact Fees / Cost including but not limited to water, sewer, gas, storm water, electrical, etc. shall be covered by the Phase 1 Design Service contingency allowance

Exclusions:

2. Damage to existing utilities not represented on contract documents or located via 811
3. Flow Testing of Existing Utilities
4. Physical and in pipe camera examination of existing water and sewer utilities
5. Unforeseen conditions and underground hidden conditions including but not limited to underground debris, old foundations, tanks, hazardous materials, unsuitable soils or unsuitable soil bearings, etc.
6. Fill materials for the replacement of unforeseen conditions as listed above
7. Hazardous materials
8. Final Property Survey – Certified or Other
9. Post As-built Hydrology Study and Reports
10. Certified Structural Settlement Survey
11. Easement and property acquisition and associated fees
12. Horizontal Directional Drilling (HDD) for the installation of the 12" and 18" Force Main Piping

Division 32 - Exterior Improvements

Qualifications:

1. Cost is included for final grassing of ANRPS and LBPS as hydroseeding
2. Cost is included for NPDES inspections and monitoring
3. Compliance with GSWCC requirements
4. Cost is included for chain link fencing and gates per C-301 at ANRPS
5. Cost is included for chain link fencing and gates per C-302 at LBPS
6. Cost is included for Permeable Paving at LBPS access road and site
7. Cost is included for Asphalt Paving repairs to existing property owners' driveways where Force Main piping crosses
8. Cost is included to grade slope in lieu of retaining wall at Little Bear Pump Station site. Cost to acquire easement shall be by Owner.
9. Cost is included for Concrete Flatwork/Paving at ANRPS
10. Cost is included as an Allowance of \$5,000 for Concrete Curb & Gutter repairs where damaged by Contractor
11. Cost is included as an Allowance of \$10,000 for Pavement Striping/Marking repairs where damaged by Contractor
12. Cost is included as an Allowance of \$15,000 for restoration of Landscaping where damaged by Contractor
13. Final grassing and restoration of areas by Contractor

Exclusions:

1. Landscaping not shown or indicated on Contract Drawings
2. Retaining wall at Little Bear Pump Station site (optional adder to include: \$68,134.00).
3. Replacement/restoration of landscaping within right-of-way

Division 40 – Process Systems

Qualifications:

1. Cost is included for flanged Ductile Iron Pipe for all pipe from the discharge of the wet well pumps into the valve and at the flowmeter vaults at ANRPS and LBPS



2. Cost is included for flanged valves at all exposed locations, and within the “Plug Valve and MH” and “Plug Valve and Cleanout” manholes
3. Cost is included as an Allowance of \$50,000 for Heat Trace and Insulation for Process Pipe and Equipment
4. Cost is included for furnishing and implementation of the Instrumentation, Controls/Systems Integration, and SCADA Systems

Exclusions:

1. N/A

Division 41 – Cranes & Hoists

Qualifications:

1. Cost is included for furnish and install of one (1) each overhead monorail crane at ANRPS and one (1) each overhead monorail crane at LBPS

Exclusions:

1. N/A

Division 44 – Wastewater Process Equipment

Qualifications:

1. Cost is included for Process Equipment as follows:
 - a. Slide & Weir Gates – Three (3) ea. at ANRPS and three (3) ea. at LBPS
 - b. Submersible Chopper Pumps (Wet Well Pumps) – Three (3) ea. at ANRPS and three (3) ea. at LBPS
 - c. Odor Control Equipment and Ductwork – One (1) ea. at ANRPS, one (1) ea. at LBPS, and one (1) ea. at ORPS
2. Cost for Sales Tax is included
3. Selected Equipment:
 - a. Stainless Steel Slide Gates: WACO – \$65,349.00
 - b. Submersible Chopper Pumps, Mixing System, & Accessories: Vaughn – \$621,000.00
 - c. Odor Control Equipment: PureAir – \$290,000.00
 - d. Instrumentation & Controls: Global Control Systems, Inc. – \$105,980.00

Exclusions:

1. Cost for equipment not defined or shown

EXHIBIT D

PAYMENT AND PERFORMANCE BONDS

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 #21RFP130845K-BKJ, Atlanta-Newnan Road Pump Station and Force Main

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

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

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

"Surety:" (Name and Business Address)

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

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

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

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

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

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

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

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

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

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

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

INSTRUCTIONS

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

PERFORMANCE BOND

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

"Project:" means #21RFP130845K-BKJ, Atlanta-Newnan Road Pump Station and Force Main

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

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

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

"Surety:" (Name and Business Address)

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

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

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

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

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

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

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the

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

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

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

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

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

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

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

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

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

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

END OF SECTION

EXHIBIT E

CERTIFICATE OF INSURANCE

ATLANTA-NEWNAN ROAD PUMP STATION AND FORCE MAIN

INSURANCE AND RISK MANAGEMENT PROVISIONS

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000

ATLANTA-NEWNAN ROAD PUMP STATION AND FORCE MAIN

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. PROFESSIONAL LIABILITY (Errors & Omission) Per Occurrence/Claim \$2,000,000

5. UMBRELLA LIABILITY per Occurrence/Aggregate \$1,000,000/\$1,000,000

6. CONTRACTORS LIABILITY Each Occurrence \$2,000,000

May be required applicable to work being performed. *Or by endorsement to General Liability
Policy for sudden and accidental

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

ATLANTA-NEWNAN ROAD PUMP STATION AND FORCE MAIN

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being

EXHIBIT F

PURCHASING FORMS

**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]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

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

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

EXHIBIT G

CONTRACT COMPLIANCE FORMS

(SUBCONTRACTORS)

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

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

[illegible]

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

Company Name: _____

Project # & Title: _____

Printed Signature: _____

Date: _____

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/02/2022

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: PHONE (A/C, No, Ext): 770 274-2910 FAX (A/C, No): 770-754-4570 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="812 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1576 451">NAIC #</th> </tr> <tr> <td data-bbox="812 451 1437 483">INSURER A : Pacific Insurance Company, Ltd</td> <td data-bbox="1437 451 1576 483">10046</td> </tr> <tr> <td data-bbox="812 483 1437 514">INSURER B :</td> <td data-bbox="1437 483 1576 514"></td> </tr> <tr> <td data-bbox="812 514 1437 546">INSURER C :</td> <td data-bbox="1437 514 1576 546"></td> </tr> <tr> <td data-bbox="812 546 1437 577">INSURER D :</td> <td data-bbox="1437 546 1576 577"></td> </tr> <tr> <td data-bbox="812 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1576 609"></td> </tr> <tr> <td data-bbox="812 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1576 638"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pacific Insurance Company, Ltd	10046	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Pacific Insurance Company, Ltd	10046														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Reeves Young LLC 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Pollution			20CPIKQ3050	12/31/2021	12/31/2022	\$5,000,000/\$10,000 Ded
A	Professional			20CPIKQ3050	12/31/2021	12/31/2022	\$5,000,000/\$25,000 Ded

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

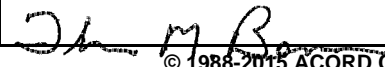
RE: 21RFP130845K-BKJ Progressive Design/Build Services for Atlanta Newnan Road Pump Station & Force Main
Fulton County Government is included as Additional Insured where required by written contract with the Named Insured. Waiver of Subrogation in favor of the Additional Insured where required by written contract with the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Govt.
Attn: Purchasing & Contract Compliance Dept.
130 Peachtree Street, SW
Suite 1168
Atlanta, GA 30303-3459

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

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)

SECTION V - CONDITIONS, paragraph **11. Subrogation** is deleted and replaced with the following:

11. Subrogation

In the event of any payment under this Policy, an "insured" will execute and deliver all requested instruments and papers to us and take whatever other actions are reasonably necessary and requested by us to exercise our rights of subrogation. An "insured" will do nothing to waive or prejudice our rights of subrogation. We will have priority over an "insured" in allocation of any recovery, and any amounts recovered in excess of our total payment and our cost of recovery will be paid to the "insured". The Policy Aggregate Limit of Insurance will be reinstated by the amount recovered by us, less our cost of recovery.

We waive our rights of subrogation under this Policy only to the extent such a waiver is required by written contract or written agreement executed by an "insured" prior to a "claim", "protective indemnity claim", "pollution incident", "professional incident", or "protective incident".

All other terms and conditions remain unchanged.

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/02/2022

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: PHONE (A/C, No, Ext): 770 274-2910 FAX (A/C, No): 770-754-4570 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1575 451">NAIC #</th> </tr> <tr> <td data-bbox="803 451 1437 483">INSURER A : Charter Oak Fire Insurance Company</td> <td data-bbox="1437 451 1575 483">25615</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B : Travelers Property Casualty Co of Amer</td> <td data-bbox="1437 483 1575 514">25674</td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C : The Cincinnati Insurance Company</td> <td data-bbox="1437 514 1575 546">10677</td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D : Travelers Indemnity Co of CT</td> <td data-bbox="1437 546 1575 577">25682</td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1575 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1575 638"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : The Cincinnati Insurance Company	10677	INSURER D : Travelers Indemnity Co of CT	25682	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:			DTCO4R769981COF20	12/31/2021	12/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	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			8104R7249752026G	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP4R7711042026	12/31/2021	12/31/2022	EACH OCCURRENCE \$10,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000			EXS0600377	12/31/2021	12/31/2022	AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4R7707712026G	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

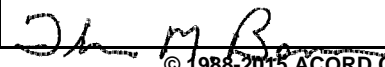
RE: 21RFP130845K-BKJ Progressive Design/Build Services for Atlanta Newnan Road Pump Station & Force Main
Fulton County Government, its officials, officers and employees are included as Additional Insured and Loss Payee, where required by written contract with the Named Insured applies to the General Liability, Auto Liability and the Umbrella for on going and completed operations. Waiver of Subrogation in favor of the Additional Insured where required by written contract with the Named Insured applies to the General
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
Attn: Purchasing & Contract
Compliance Dept.
130 Peachtree Street, SW
Suite 1168
Atlanta, GA 30303-3459

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Liability, Auto Liability, and the Umbrella. 30 Days Notice of Cancellation will be provided to Additional Insureds. All Officers are included on Workers Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

- 1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for 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.
- 2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:
 - (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- e.** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited

liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

- (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

COMMERCIAL AUTO

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

**PERSON OR
ORGANIZATION:**

Fulton County Government

ADDRESS:

Attn: Purchasing & Contract
Compliance Dept.
130 Peachtree Street, SW

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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Reeves Young/GMC Joint Venture



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: UB4R7707712026G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE:

ST ASSIGN:

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER: UB4R7707712026G

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS:**

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

**Number of
Days Notice** 30

Fulton County Government
Attn: Purchasing & Contract
Compliance Dept.
130 Peachtree Street, SW

Do not add this form to a policy. It is for informational purposes only.



**WORKERS COMPENSATION
AND
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ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER: UB4R7707712026G

Name and Address of Designated Persons or Organizations:

Fulton County Government
Attn: Purchasing & Contract
Compliance Dept.
130 Peachtree Street, SW

**Number of
Days Notice** 30

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WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB4R7707712026G

Number of 30
Days Notice

Name and Address of Designated Persons or Organizations:

Fulton County Government
Attn: Purchasing & Contract
Compliance Dept.
130 Peachtree Street, SW

Do not add this form to a policy. It is for informational purposes only.

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. UB4R7707712026G	Endorsement No. Premium \$
Insurance Company	Countersigned by _____	

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