GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
DESIGN-BUILD-INSTALL
AGREEMENT
GSFIC PROJECT GDC 171D

THIS Contract is made as of the 25 day of April, 2025, between **the Georgia State Financing and Investment Commission** ("GSFIC" or "Owner"),and **ModCorr, LLC.** GSFIC and Design Builder hereby agree as follows:

Any notice required by this Contract shall be given at the following addresses:

Georgia State Financing & Investment Commission	Georgia State Financing & Investment Commission 270 Washington Street Atlanta, Georgia 30334
Design Builder:	ModCorr LLC 6702 Broadway Street Galveston, Texas 77554
for the Project:	GDC-171D Modular Units Dodge State Prison 2971 Old Bethel Church Road Chester, GA 31012
GSFIC's Authorized Representative:	Charles Parrish Georgia State Financing & Investment Commission 270 Washington Street Atlanta, Georgia 30334

ARTICLE 1
WORK

Design Builder shall design, build, and install all work required by this Contract (the "Work") for the design, construction and installation of Two 63-Bed MaxMod Housing Units for the Georgia Department of Corrections in accordance with the ModCorr Scope Letter attached hereto as Exhibit A (the "Project"). The Work will be performed in Phases identified as follows: Phase 1 – Design Phase, Phase 2 – Construction Phase, Phase 3 – Installation Phase. During the Design Phase, the Design Builder will complete the Construction Documents. Upon written Owner approval of the design, the Design Builder shall proceed with the Construction Phase. Design Builder shall obtain a written Notice to Proceed before beginning the Installation Phase

ARTICLE 2
CONTRACT SUM

GSFIC shall pay Design Builder $20,173,811 for completion of the Work.

ARTICLE 3
CONTRACT TIME, DELAYS, FORCE MAJEURE

3.1 Design Phase Time. Design Builder shall commence the Design Phase upon Contract Execution and fully complete the Design Phase work within sixty (60) days.

3.2 Contract Schedule. Design Builder shall submit an initial Contract Schedule within fifteen days of execution of the Contract showing Design Phase, Construction Phase, and Installation Phase milestones for Owner approval. Contract Schedule shall be in critical path format and in sufficient detail to demonstrate adequate planning of the Work. The Design Builder shall complete the Work in accordance with the approved Contract Schedule.

3.3 No Damages for Delays. The Design Builder is responsible for the timely performance of all Work and assumes full responsibility for the timely performance of its Architect. The Design-Builder agrees, that absent fault of the Owner, the Design-Builder shall not be entitled to damages for delays.

3.4 Force Majeure. If the Design-Builder shall be unable to perform or shall be delayed in the performance of any of the terms and provisions of this Contract as a result of (i) governmental preemption of materials or services in connection with a national emergency declared by the President of the United States; (ii) riot, insurrection, or other civil disorder, acts of terror or terrorism affecting performance of the Work; or (iii) unusual and extreme weather conditions constituting Acts of God, then, and in any such event, such inability or delay shall be excused, and the time for completing the affected portions of this Contract shall be extended for such reasonable period of time as the delay has affected the performance of the Work hereunder. The Design Builder shall take all reasonable actions to minimize the delay caused by any of the above factors, and shall notify the Owner in writing of any event allowing for excuse or delay not later than seven (7) calendar days after the event the Design Builder first becomes aware of the event, or should have become aware, of the event; otherwise the Design Builder will be deemed to have waived the excuse or delay.

ARTICLE 4
BASIC DEFINITIONS

APPLICABLE CODE REQUIREMENTS
The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over GSFIC, Design Builder, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.

CONSTRUCTION DOCUMENTS
The term "Construction Documents" means the plans and specifications prepared by the Design Builder's Architect for the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction (other than such details customarily provided by others during construction) of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by GSFIC in writing.

CONTRACT DOCUMENTS
The term "Contract Documents" means the Contract, Exhibits, approved Construction Documents, and executed Change Orders and all other documents identified in the Agreement that together form the contract between GSFIC and Design Builder for the Work (the "Contract").

CONTRACT SUM
The term "Contract Sum" means the total amount of compensation due to the Design Builder which includes the Design Phase Fee, Construction Phase Fee, Guaranteed Maximum Price, and Cost of Work of any executed Change Orders.

CONTRACT TIME
The term "Contract Time" means the number of days set forth in the Agreement within which Design Builder must achieve Final Completion of the Work, as adjusted by Change Order.

DAY
The term "day," as used in the Contract Documents, shall mean calendar day, unless otherwise specifically provided.

DEFECTIVE WORK
The term "Defective Work" means Work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of GSFIC's Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

CHANGE ORDER WORK
The term "Change Order Work" means Work beyond or in addition to the Work required by the Contract Documents.

FINAL COMPLETION
The term "Final Completion" means the date at which the Work has been fully completed in accordance with the requirements of the Contract Documents.

HAZARDOUS MATERIAL
The term "Hazardous Material" means any substance or material identified as hazardous under any Georgia or federal statute governing handling, disposal and/or cleanup of any such substance or material.

WORK
The term "Work" means all labor, materials, equipment, tools, and services, including Design Professional services, and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, provided or to be provided by Design Builder to fulfill Design Builder's obligations . The Work may constitute the whole or a part of the Project.

ARTICLE 5
CONSTRUCTION DOCUMENTS; REVIEW

5.1 Requirements for Construction Documents. Design Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Construction Documents. The Construction Documents shall comply with all Applicable Building Codes. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction.

5.2 Review of Construction Documents. The Design Builder shall complete the Construction Documents in accordance with the approved Contract Schedule and provide the documents for GSFIC's review. GSFIC shall review the Construction Documents to determine whether they comply with GSFIC's Project Program attached hereto. GSFIC's review shall not relieve the Design Builder or Design Builder's Architect from its responsibilities under this Contract.

ARTICLE 6
PERMIT REQUIREMENTS AND CODE ENFORCEMENT

6.1 Responsibility for Permits. Design Builder shall secure, and pay for, all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Design

Builder shall deliver to GSFIC all original licenses, permits, and approvals obtained by Design Builder in connection with the Work prior to the final payment or upon termination of the Contract, whichever is earlier. Design Builder shall cooperate with Owner's Design Professional to assist the Owner's Design Professional in obtaining a building permit from the State Fire Marshal.

6.2 State Not Subject to Local Permit Requirements. GSFIC, as a agency of the State, is not subject to any requirement to obtain or pay for LOCAL building permits. GSFIC is required to obtain a Land Disturbance Permit when the scope of work includes applicable land disturbing activities. The State Fire Safety Commissioner shall be responsible for enforcing the state minimum fire safety standards and shall review plans and specifications for the Project, issue building permits for the project, conduct fire safety inspections of the Project, and issue permanent and temporary certificates of occupancy.

6.3. Building Official. The parties acknowledge that there is no Building Official, as that term is defined in O.C.G.A. § 43-4-1 (5), for the State that is responsible for the administration and enforcement of the Georgia State Minimum Construction Codes. The Owner's Design Professional shall act as the Building Official responsible for the enforcement of the Georgia State Minimum Construction Codes.

ARTICLE 7
DESIGN, SUPERVISION AND CONSTRUCTION PROCEDURES

7.1 Responsibility for all Work. Design Builder shall supervise, coordinate, and direct the Work using Design Builder's best skill and attention. Design Builder shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, including, but without limitation, landscape and site work, utilities, and building systems.

Design Builder shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by acts or omissions of GSFIC or GSFIC's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than Design Builder. Notwithstanding the foregoing, Design-Builder will be entitled to compensation and schedule modification for costs incurred or delays caused by the acts or omissions of GSFIC, GSFIC's Representative or by tests, inspections, or approvals required, or performed, by persons or firms other than Design Builder, including Separate Contractor, for which the Design-Builder has no control.

7.2 Inspection of Work. Design Builder shall be responsible for inspection of all portions of the Work to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

7.3 Supervision of Work. Design Builder shall at all times maintain good discipline and order among its employees and subcontractors. Design Builder shall provide competent, fully qualified personnel to perform the Work. Design Builder shall be responsible to GSFIC for acts and omissions of Design Builder's agents, employees, and Subcontractors, and their respective agents and employees. Design Builder shall employ a competent Superintendent satisfactory to GSFIC who shall be in attendance at the Project site at all times during the performance of the Construction Work. Superintendent shall represent Design Builder and communications given to, and received from, Superintendent shall be binding on Design Builder. Failure to maintain a Superintendent on the Project site at all times Work is in progress shall be considered a material breach of this Contract, entitling GSFIC to terminate the Contract.

7.5. Use of Project Site. The Owner, acting through a Separate Contractor, will be performing other work on the Project Site which is necessary for the completion of this Project. The Owner's Separate Contractor shall have ultimate control and responsibility for the Project Site. Design Builder shall coordinate its use of the Project site with Owner's Separate Contractor. Design Builder shall confine operations at the Project

site to areas permitted by the Contract Documents and Owner's Separate Contractor. Design Builder shall not unreasonably encumber the Project site with materials or equipment. Design Builder shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Design Builder. Design Builder shall remove all excess dirt, waste material, and rubbish caused by the Design Builder; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

ARTICLE 8
BONDS, INDEMNIFICATION, AND INSURANCE

8.1 Bonds. Upon execution of the Contract, Contractor shall furnish both a performance bond and a payment bond, in the exact form attached hereto, with a penal sum equal to at least the Contract Sum. Surety companies must be acceptable to Owner. Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570, as amended) are acceptable to Owner. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have an A.M. Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. When any subsequent Change Order, or combination of Change Orders, increases the Contract Sum by five percent (5%) or more, Contractor shall obtain a rider to the payment and performance bonds increasing the penal sum to match the increased Contract Sum.

8.2 Indemnification. Design Builder shall indemnify, defend, and hold harmless Owner, the State of Georgia and its departments, agencies and instrumentalities, and all of their respective officers, members, employees, and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, judgments, liability, demands, losses, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of Design Builder, its Subcontractors, its agents, employees, or others working at the direction of Design Builder or on its behalf, or due to any breach of this Contract by Design Builder, or due to violation of any applicable Federal, State or local law, rule, or regulation. The indemnification obligation set forth in this Section extends to the successors and assigns of Design Builder, and will survive the termination of the Contract or Design Builder's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Design Builder. If and to the extent such damage or loss (including costs and expenses) covered by such indemnification obligations is paid by the State Tort Claims Trust Fund, the State GSFIC Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, or other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established or maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS"), Design Builder agrees to reimburse the Funds for such monies paid out by the Funds. Whenever Design Builder is obligated to defend the Owner or any other Indemnitee pursuant to this Agreement, Design Builder shall use counsel selected by Design-Builder and approved by Owner, which approval will not be unreasonably withheld.

This indemnification obligation does not extend beyond the scope of the Project, this Contract, and the Work or obligations undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due solely to the negligent acts, errors, or omissions of Design Professional in the performance of professional services in connection with the Project that fail to meet the applicable professional standard of care, skill, and ability as employed by others in their profession.

Design Builder's Design Professional shall indemnify, release, and hold harmless the Owner, its officers, members, employees, and agents, from and against all liability or claims for damages, costs, expenses

(including reasonable attorney's fees and expenses incurred by the Owner and any of the Owner's officers, members, employees or agents) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Design Professional or other persons employed or utilized by Design Professional in the performance of this Contract.

8.3 Insurance

8.3.1 Insurance Certificates and Additional Insured Endorsements Requirements.

8.3.1.1 Certificates of Insurance. The Design-Builder shall procure the insurance coverages identified below at the Design-Builder's expense and shall furnish the Owner an insurance certificate listing the Owner as the certificate holder and as an additional insured. Certificates of Insurance shall be on a form approved for use in the State of Georgia by the Commissioner of Insurance that provides the following:

(a) Name and address of authorized agent
(b) Name and address of Insured
(c) Name of insurance company(ies)
(d) Description of policies
(e) Policy Number(s)
(f) Policy Period(s)
(g) Limits of liability
(h) Name and address of Owner as certificate holder
(i) Project Name and Number
(j) Signature of authorized agent
(k) Telephone number of authorized agent
(l) Mandatory thirty day notice of cancellation or non-renewal (except ten days for non payment).

8.3.1.2 Insurer Qualifications, Insurance Requirements. Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

.1 The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until thirty days after the Owner has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Contract shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Number and Name in said notice.

.2 The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

.3 Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The Design-Builder and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnities, in which case there will be mutual cooperation between the Attorney General and such counsel. See O.C.G.A. § 45-15-12.

8.3.1.3 Required Insurance Coverages. The Design-Builder also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Design-Builder has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. §50-21-37. The minimum required coverages and liability limits are as follows:

.1 Workers' Compensation Insurance. The Design-Builder agrees to provide at a minimum Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of GSFIC from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Design-Builder qualifies to pay its own workers' compensation claims. The Design-Builder shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Design-Builder in the following language:

This is to certify that all subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Design-Builder's workers' compensation insurance.

.2 Employers' Liability Insurance. The Design-Builder shall also maintain Employer's Liability Insurance Coverage with limits of at least:

(i) Bodily Injury by Accident - $1,000,000 each accident; and
(ii) Bodily Injury by Disease - $1,000,000 each employee.

The Design-Builder shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Design-Builder in the following language:

This is to certify that all subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Design-Builder's Employers Liability Insurance Coverage.

.3 Commercial General Liability Insurance. The Design-Builder shall provide Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

	Coverage	*Limit*
1.	Premises and Operations	$ 1,000,000.00 per Occurrence
2.	Products and Completed Operations	$ 1,000,000.00 per Occurrence
3.	Personal Injury	$ 1,000,000.00 per Occurrence
4.	Contractual	$ 1,000,000.00 per Occurrence
5.	General Aggregate	$ 2,000,000.00 per Project

.4 Commercial Business Automobile Liability Insurance. The Design-Builder shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than $1,000,000 Combined Single Limits for each occurrence.

.5 Commercial Umbrella Liability Insurance. The Design-Builder shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial

Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits of $ 2,000,000 per Occurrence and $ 4,000,000 Aggregate

.6 Additional Requirements for Commercial Policies in Paragraphs 8.3.3.3 through 8.3.3.5

(a) The Design-Builder shall cause its insurer to issue an Additional Insured Endorsement naming the officers, members, and employees of the Owner and the Using Agency as additional Insureds.
(b) The policy must be on an "occurrence" basis.

.7 Builders Risk Insurance. Design-Builder shall provide a Builder's Risk Policy to be made payable to the Owner and Design-Builder, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder's Risk "All Risk", or its equivalent. The policy shall be endorsed as follows:

The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

(i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
(ii) Partial or complete occupancy by Owner; and
(iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other Design-Builders of the Owner or Using Agency

In the event that Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsements in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

.8 Professional Liability (Errors and Omissions) Insurance. Limits shall not be less than the following:

i. For Architect – $1,000,000 per claim and $1,000,000 in aggregate coverage;
ii. For Subconsultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;
iii. For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.

The Design-Builder either directly or through its Architect shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Architect for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following the issuance of the Certificate of Final Completion for the Project.

8.3.2. Deductibles. No policies shall specify a deductible of more than $250,000 per claim. If demanded in writing by the insurer and with the Owner's approval, the deductible limit may be increased to an amount not in excess of the limit established for Design Professionals under the usual deductible guidelines of the insurer. All deductibles shall be paid for by the Design-Builder.

8.3.3 Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

8.3.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the execution of the Certificate of Material Completion.

8.3.5 Failure of Insurers. The Design-Builder is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

ARTICLE 9
HAZARDOUS MATERIALS

9.1 Responsibility for Hazardous Materials. The Design Builder agrees that it is solely responsible for investigating and performing remedial actions on all hazardous materials and other related environmental requirements located on the Project site. Any Hazardous Materials that are encountered beyond those described in the Contract Documents, or which reasonably could not have been discovered within the time permitted, may properly be the subject of a Change Order Request. GSFIC agrees that the Design Builder cannot be considered a hazardous materials generator of any such materials in existence on the Site at the time it is given possession of the Site. GSFIC shall not be responsible for any Hazardous Material brought to the site by the Design Builder.

9.3 If the Design Builder: (i) introduces and/or discharges a Hazardous Material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Design Builder shall hire a qualified remediation contractor at Design Builder's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Design Builder perform Work for which it is not qualified. GSFIC, in its sole discretion, may require the Design Builder to retain at Design Builder's cost an independent testing laboratory.

9.4 If the Design Builder encounters a Hazardous Material which may cause foreseeable injury or damage, Design Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify GSFIC (and promptly thereafter confirm such notice in writing).

ARTICLE 10
ADMINISTRATION OF THE CONTRACT BY GSFIC

10.1 Role of GSFIC's Representative. GSFIC's Representative will provide limited administration of the Contract as provided in the Contract Documents and will be the representative of GSFIC.

10.2 Review of Architect's Work. During the term of this Contract, GSFIC's Representative shall have the right to review Design Builder's Architect's Work at such intervals as deemed appropriate by GSFIC's Representative. However, no actions taken during such review or site visit by GSFIC's Representative shall relieve Design Builder of any of its obligations of single-point responsibility for the design and construction of this Project nor form the basis for a Claim if such actions extend the Contract Completion Date beyond the Contract Time.

10.3 Access to Work. GSFIC, GSFIC's Representative, their consultants, and other persons authorized by GSFIC will at all times have access to the Work wherever it is in preparation or progress. Design Builder shall provide safe and proper facilities for such access and for inspection.

10.4 GSFIC to Reject Work. GSFIC's Representative will have the authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents, but GSFIC's failure to reject Non-Compliant Work shall not relieve the Design-Builder from liability for Non-Compliant Work.

10.5 GSFIC to Stop Work. If Design Builder fails to correct Defective Work as required or fails to perform the Work in accordance with the Contract Documents, GSFIC or GSFIC's Representative may direct Design

Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Design Builder. Design Builder shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. GSFIC and GSFIC's Representative have no duty or responsibility to Design Builder or any other party to exercise the right to stop the Work.

ARTICLE 11
CHANGE ORDERS

11.1 Right to Order Changes. GSFIC may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to GSFIC.

11.2 Change Order Definition. A Change Order is an amendment to the Contract which has been signed by both GSFIC and Design Builder, and states their agreement, as applicable, to any of the following:

.1 A change in the Work.

.2 The amount of an adjustment of the Contract Sum.

.3 The amount of an adjustment of the Contract Time.

.4 A modification to any other Contract term or condition.

11.3 Unilateral Changes. A Unilateral Change Order may also be issued by GSFIC, without Design Builder's signature, where GSFIC determines that a change in the Work requires an adjustment of the Contract Sum or Contract Time as GSFIC believes to be properly due Design Builder, even though no agreement has been reached between GSFIC and Design Builder with regard to such change in the Work. Design-Builder will be entitled to thirty (30) days' notice prior to issuance of Unilateral Change Order and shall have the right to terminate the Contract, in accordance with Section 14.1 herein, if such Unilateral Change Order results in a material change to the Work or Contract Sum or Contract Time.

11.4 Change Order Procedure. If the Owner orders a change in the Work, the Design-Builder's Architect shall provide any necessary Construction Documents, and Design Builder shall promptly provide a cost proposal for such Changed Work. Compensation for Change Orders shall be based upon a mutually agreeable lump sum established prior to the commencement of any Change Order Work. Upon agreement, Owner and Design Builders shall execute a Change Order incorporating the Change Order Work into the Contract Documents. The Design Builder shall not be entitled to payment for Change Order Work unless the Owner has executed the Change Order.

11.5 Requirement for Fully Executed Change Order. The Design Builder agrees and understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by GSFIC or its agents shall be binding upon GSFIC unless and until such approval is ratified by execution of a written change order.

ARTICLE 12
PAYMENT

12.1 Schedule of Values. Upon Contract execution, the Design Builder shall submit a Schedule of Values for Owner approval which itemizes as separate line items the cost of each Work activity and all associated costs, including but not limited to design, materials, labor, warranties, overhead expenses, and the total allowance for profit. Insurance and bonds shall each be listed as separate line items. The total of all line items shall equal the Contract Sum. The Schedule of Values shall serve as the basis for determining the cost of Work performed for Design Builder's Applications for Payment.

12.2 Progress Payments. GSFIC agrees to pay Design Builder monthly in accordance with the approved Schedule of Values but GSFIC will not pay more than 70% of the Contract Sum prior to Installation of the Work.

12.3 Submission of Payment Applications. On or before the 10th day of the month, Design Builder shall submit to GSFIC's Representative an itemized Payment Application, for the cost of the Work which has been completed in accordance with the Contract Documents, less amounts previously paid. The Payment Application shall be itemized in accordance with the Schedule of Values as applicable and include such data substantiating Design Builder's right to payment as GSFIC's Representative may reasonably require, such as invoices, certified payrolls, and daily time and material records. Design Builder shall not include requests for payment on account of (1) changes which have not been authorized by executed Change Order or (2) amounts Design Builder does not intend to pay a Subcontractor because of a dispute or other reason.

12.4 Architect's Certification. All Applications for Payment shall include certification by the Design Builder's Architect that all Work being billed is properly in place in accordance with the Contract Documents.

12.5 Stored Materials. At the sole discretion of GSFIC, GSFIC's Representative may approve for inclusion in the Payment the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to GSFIC's Representative. In such case, Design Builder shall furnish evidence satisfactory to GSFIC's Representative (1) of the cost of such materials; and (2) that such materials are under the exclusive control of Design Builder. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve Design Builder from sole responsibility for the care and protection of such materials; nor relieve Design Builder from risk of loss to such materials from any cause whatsoever; nor relieve Design Builder from its obligation to complete the Work in accordance with the Contract; nor act as a waiver of the right of GSFIC to require fulfillment of all terms of the Contract. Nothing contained within this Article 12.5 shall be deemed to obligate GSFIC to agree to payment for any non-incorporated materials or any part thereof, payment being in the sole and absolute discretion of GSFIC.

12.6 GSFIC's Review. Within fifteen days of receipt of a properly submitted Payment Application, GSFIC's Representative shall review the Payment Application to determine whether such amounts are properly due. Approval of all or any part of a Payment Application may be withheld and all or part of a previous payment may be nullified and that amount withheld from a current payment on account of any of the following:

.1 Defective Work not remedied.

.2 Failure of Design Builder to make timely payments due Subcontractors.

.3 A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.

.4 Any other failure of Design Builder to perform its obligations under the Contract Documents.

12.7 No payment made by GSFIC will constitute acceptance of Defective Work.

ARTICLE 13
FINAL COMPLETION

12.1 Final Completion Requirements. Final Completion shall be when Design Builder's Architect determines that the Work is fully completed and in accordance with the Contract Documents, including without limitation, satisfaction of all "punch list" items, submission of all warranties required by the Contract Documents, submission of operations manuals for equipment installed in the Project, and issuance of a Certificate of Occupancy. Upon Final Completion, the Architect shall issue a Certificate of Final Completion on the form attached hereto

12.2 Final Payment. Upon the Architect's issuance of the Certificate of Final Completion, the Design Builder shall submit the final Payment Application. If GSFIC's Representative determines that Final Completion has occurred, GSFIC's Representative will issue final payment. Acceptance of final payment by Design Builder shall constitute a waiver of all claims, except claims previously made in writing and identified by Design Builder as unsettled at the time of the final Application For Payment.

ARTICLE 13
DESIGN BUILDER'S WARRANTY AND CORRECTION OF WORK

13.1 Design Builder's Warranty. Design Builder warrants to GSFIC that all labor, materials, equipment and furnishings used in, or incorporated into the Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), and all Work will be free of liens, claims and security interests of third parties, and that the Work will conform with the requirements of the Contract Documents

13.2 Guaranteed Repair Period. The term "Guaranteed Repair Period" means a period of 2 years commencing from the Date of Final Completion. Design Builder shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guaranteed Repair Period, and (2) replace, repair, or restore to GSFIC's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Design Builder shall promptly commence such correction, replacement, repair, or restoration upon notice from GSFIC, but in no case later than 10 days after receipt of such notice. Design Builder shall diligently and continuously prosecute such correction to completion. Design Builder shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for GSFIC's Representative's services and expenses. Design Builder shall perform corrective Work at such times that are acceptable to GSFIC and in such a manner as to avoid, to the extent practicable, disruption to GSFIC's activities.

13.3 Emergency Repairs. If immediate correction of Defective Work is required for life safety or the protection of property and is performed by GSFIC, Design Builder must correct the Defective Work within 24 hours of notice; if upon notice from GSFIC the Design-Builder is unable to commence such correction immediately, the Design-Builder shall reimburse to GSFIC all reasonable costs of correcting such Defective Work. Design Builder shall replace, repair, or restore to GSFIC's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

13.4 GSFIC's Right to Correct. If Design Builder fails to commence correction of Defective Work within 10 days after notice from GSFIC, or fails to diligently prosecute such correction to completion, GSFIC may correct the Defective Work at Design Builder's expense.

13.5 No Limitation of Rights. Design Builder's obligations under this Article 13.2, 13.2, and 13.4 are in addition to, and not in limitation of, its warranty under Article 13.1 or any other obligation of Design Builder under the Contract Documents. Enforcement of Design Builder's express warranties and guarantees to

repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies GSFIC may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article 13 shall be construed to establish a period of limitation with respect to other obligations of Design Builder under the Contract Documents. Establishment of the Guaranteed Repair Period relates only to the specific obligation of Design Builder to correct the Work and in no way limits either Design Builder's liability for Defective Work or the time within which proceedings may be commenced to enforce Design Builder's obligations under the Contract Documents.

ARTICLE 14
TERMINATION OR SUSPENSION OF CONTRACT

14.1 Termination by Design Builder. Design Builder shall have the right to terminate the Contract if (i) GSFIC fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days after receipt of notice from Design Builder stating the nature of such default(s); or (ii) GFSIC issues a Unilateral Change Order that materially alters Work, Contract Sum or Contract Time. Upon termination by Design Builder and submission of a proper payment application, GSFIC will pay to Design Builder the amounts due in accordance with Article 12. Such payment will be the sole and exclusive remedy to which Design Builder is entitled in the event of termination of the Contract by Design Builder pursuant to this Article 14.1; and Design Builder will be entitled to no other compensation or damages and expressly waives the same.

14.2 Termination by GSFIC for Cause.

14.2.1 Cause for Immediate Termination. GSFIC will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

.1 Design Builder becomes insolvent or files for relief under the bankruptcy laws of the United States.

.2 Design Builder makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

.3 A receiver is appointed to take charge of Design Builder's property.

.4 The commencement or completion of any Work activity on the critical path is more than 30 days behind the date set forth in the Contract Schedule for such Work activity.

.5 Design Builder abandons the Work.

14.2.2 Termination Upon Notice. Upon the occurrence of any of the following events, GSFIC will have the right to terminate the Contract for cause if Design Builder fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from GSFIC, or within such longer period of time as is reasonably necessary to complete such cure:

.1 Design Builder persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.

.2 Design Builder fails to make prompt payment of amounts properly due Subcontractors after receiving payment from GSFIC.

.3 Design Builder disregards Applicable Code Requirements.

.4 Design Builder persistently or materially fails to execute the Work in accordance with the Contract Documents.

.5 Design Builder is in default of any other material obligation under the Contract Documents.

.6 Design Builder persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred in 14.2.1 or 14.2.2 above, GSFIC may, at its election and by notice to Design Builder, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Design Builder; accept the assignment of any or all of the subcontracts; and then complete the Work by any method GSFIC may deem expedient. If requested by GSFIC, Design Builder shall remove any part or all of Design Builder's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Design Builder fails to do so, GSFIC may remove or store, and after 90 days sell, any of the same at Design Builder's expense.

If the Contract is terminated by GSFIC as provided in Article 14.2, Design Builder shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by GSFIC.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for GSFIC staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Design Builder. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Design Builder shall pay such excess to GSFIC.

No termination or action taken by GSFIC after termination shall prejudice any other rights or remedies of GSFIC provided by law or by the Contract Documents upon such termination; and GSFIC may proceed against Design Builder to recover all losses suffered by GSFIC.

14.3 Termination by GSFIC for Convenience. GSFIC may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Design Builder. Upon such termination, Design Builder agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Design Builder, GSFIC shall pay Design Builder in accordance with Article 14.3.3 below.

14.3.1 Upon receipt of notice of termination under this Article 14.3, Design Builder shall, unless the notice directs otherwise, do the following:

.1 Immediately discontinue the Work to the extent specified in the notice.

.2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.

.3 Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.

.4 Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

14.3.2 Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to Design Builder's obligations under Article 14.3.1 above, as to bona fide obligations assumed by Design Builder prior to the date of termination.

14.3.3 Upon such termination, GSFIC shall pay to Design Builder the sum of the following:

.1 The amount of the Contract Sum allocable to the portion of the Work properly performed by Design Builder as of the date of termination, less sums previously paid to Design Builder.

.2 Plus any proven losses with respect to materials and equipment directly resulting from such termination.

The above payment shall be the sole and exclusive remedy to which Design Builder is entitled in the event of termination of the Contract by GSFIC pursuant to this Article 14.3; and Design Builder will be entitled to no other compensation or damages and expressly waives same.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 Governing Law. This Contract shall be governed by the laws of the State of Georgia.

15.2 Successors and Assigns. GSFIC and Design Builder respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

15.3 Rights Cumulative. All GSFIC's rights and remedies under the Contract Documents will be cumulative and in addition to, and not in limitation of, all other rights and remedies of GSFIC under the Contract Documents or otherwise available at law or in equity.

15.4 No Waiver. No action or failure to act by GSFIC or GSFIC's Representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by GSFIC or GSFIC's Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.5 Illegal Immigration Reform and Enforcement Act of 2011. Design Builder certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90 et seq. Design Builder warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Design Builder further agrees that it will contract for the physical performance of services in satisfaction of this Contract only with Subcontractors who present an affidavit as required by O.C.G.A. § 13-10-91. Design Builder warrants that it will include a similar provision in all contracts entered into with Subcontractors for the physical performance of services in satisfaction of this Contract.

15.6 Survival. The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and GSFIC's right to audit Design Builder's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

15.7 Consequential Loss. Subject to the rights offered to GFSIC under Section 8.2 (Indemnification), neither Party will have the right to claim damages, including punitive, consequential, and incidental damages, against the other Party for breach of this Contract, in tort or on any other basis whatsoever, to the extent that any losses claimed by either Party are for loss of profits, loss of use, loss of production, loss of business, loss of business opportunity or any claim for consequential loss or for indirect loss of any nature but excluding any of the same that relate to payments expressly provided under this Contract.

15.8 Complete Agreement. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 11.

15.9 Time of Essence. Time limits stated in the Contract Documents are of the essence of the Contract.

THIS CONTRACT is entered into by GSFIC and Design Builder as of the date set forth above.

GEORGIA STATE FINANCING & INVESTMENT COMMISSION

By:_____
(Signature)

Brian Kemp, Chairman

DESIGN BUILDER

ModCorr LLC
(Name of Firm)

Texas limited liability company
(Type of Organization)

By:_____
(Signature)

Budea Johns
(Printed Name)

President
(Title)

EXHIBIT A

See ModCorr Proposal attached hereto

STATUTORY PERFORMANCE BOND

Project Number and Name:

Construction Professional:

Bond Number:

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Construction Professional)**, as principal (hereinafter called the "Principal"), and **(Legal Title and Address of Surety)**, as surety (hereinafter called the "Surety"), are held and firmly bound unto the **Georgia State Financing & Investment Commission** as Obligee (hereinafter called the "Owner"), in the amount of _____ DOLLARS ($ _____), the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Owner dated _____ (hereinafter the "Contract") for construction of a project known as (Insert Name of Project) (hereinafter the "Project"), and such Contract is incorporated herein by reference;

NOW THEREFORE, the conditions of this obligation are as follows:

1. If the Principal shall completely and promptly perform each and all of the requirements of the Contract, including any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Surety shall indemnify and hold harmless the Owner from any and all losses, liability, damages, claims judgements, liens, costs, and fees of every description, arising from the Project or under the Contract, whether imposed by law or equity, which may be caused by the failure or default of the Principal in the performance of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

2. In the event of the failure of performance of the Contract by the Principal, which shall include, but is not limited to, any breach or default of the Contract, the Surety, upon demand by the Owner, shall undertake and complete such required performance and cure any breach or default of the Contract. The Surety shall not assert any action or inaction of the Principal as justification for the Surety's failure to timely perform the obligations of this Bond.

    a. The Surety shall commence performance of its obligations and undertakings hereunder no later than thirty (30) days after receiving notice of the Principal's failure of performance. If the Surety fails to commence performance as required herein within such period of time, or if the Surety otherwise breaches its obligations to the Owner under this Bond and the Contract, the Surety shall be liable to the Owner for Owner's actual damages, including but not limited to all costs of litigation and attorneys' fees, plus any penalties as may be provided by law.

    b. The means, methods, or procedure by which the Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Owner, such approval shall not be unreasonably withheld.

    c. If the Surety fails or refuses to perform as provided above, or if the Owner and the Surety cannot agree as to the means, methods, or procedure of performance by the Surety, the Owner shall have the right, through itself or others, to do all or any part of the remaining work to be performed by the Principal, and without limiting its other obligations hereunder, the Surety shall pay the Owner any losses or damages resulting therefrom.

3. The Surety hereby waives notice of any and all modifications, amendments, changes, deletions, additions, or alterations to the Contract, and agrees that the obligations arising under this Bond shall not be impaired in any manner by any reason of any such modifications, amendments, changes, deletions, additions, or alterations. The obligations arising under this Bond shall not be impaired by the Owner's performance of any work on the Project.

4. The Surety shall not assign or delegate any rights or obligations under this Bond without the written consent of the Owner, such consent shall not be unreasonably withheld.

5. The Surety agrees that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, or services furnished to or for the Project.

6. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of Owner.

7. For the purposes of this bond, notice shall be sent to the Surety at the following address:

   Name:

   Address:

   City: State: Zip Code:

8. This Performance Bond shall be governed by the laws of the State of Georgia, is furnished in accordance with O.C.G.A. §§ 13-10-40, and shall be subject to increase in the penal amount of the bond pursuant to such statute and the provisions of the Contract.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

ATTEST (Seal) (Name of Contractor)

_____ By_____

Secretary (Note 1) President

(Seal) (Name of Surety) (Note 2)

By: _____

(Title)

Resident Georgia Agent *

Note 1. Please apply seal of Corporation over Secretary's Signature.
Note 2. Please apply seal of Surety and arrange for countersignature by a "Resident Georgia Agent" of Surety in order to comply with surety regulations of Georgia.

(*) Attach Power of Attorney

STATUTORY PAYMENT BOND

Project Number and Name:

Construction Professional:

Bond Number:

KNOW ALL MEN BY THESE PRESENTS:

That **(Legal Name and Address of Construction Professional)** as Principal (hereinafter referred to as the "Principal") and **(Legal Title and Address of Surety)** as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the **Georgia State Financing & Investment Commission** as Obligee (hereinafter referred to as "Owner") for the use and benefit of all subcontractors and all persons supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project (as hereinafter defined), in the amount of _____ DOLLARS ($_____) to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Owner dated _____ (hereinafter the "Contract") for construction of a project known as (Insert Name of Project) (hereinafter the "Project"), and such Contract is incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are as follows:

1. If the Principal shall promptly pay in full every subcontractor and all persons supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project, then this obligation shall be void; otherwise it shall remain in full force and effect.

2. This Payment Bond is governed by the laws of the State of Georgia, is furnished in accordance with O.C.G.A. §§ 13-10-60 *et seq.*, shall be subject to increase in the penal sum of the bond pursuant to such statute and the provisions of the Contract, and is construed in accordance with applicable statutes.

3. The Surety hereby waives notice of any and all modifications, amendments, changes, deletions, additions, or alterations to the Contract, and agrees that the obligations arising under this Bond shall not be impaired in any manner by any reason of any such modifications, amendments, changes, deletions, additions, or alterations.

4. Every subcontractor or person who has not been paid in full for supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person, or the material or machinery or equipment was furnished or supplied by such person for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due such person, subject to the requirements of O.C.G.A. §§ 13-10-63.

5. The Contractor and Surety agree that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, machinery, or equipment furnished to or for the Project.

6. For the purposes of this bond, notice shall be sent to the Surety at the following address:

   Name:

   Address:

   City: State: Zip Code:

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

ATTEST **(Name of Construction Professional)**

_____ By)_____(Seal)
Secretary (Note 1) President

(Seal) **(Name of Surety)** (Note 2)

By _____(Seal)
(Title)
Resident Georgia Agent *

Note 1. Please apply seal of Corporation over Secretary's Signature. Otherwise "(Seal)" shall constitute such seal.
Note 2. Please apply seal of Surety. Otherwise "(Seal)" shall constitute such seal. Arrange for countersignature by a "Resident Georgia Agent" of Surety in order to comply with surety regulations of Georgia.

(*) Attach Power of Attorney

DESIGN PROFESSIONAL'S

CERTIFICATE OF FINAL COMPLETION

Project Number and Name:

Construction Professional:

Design Professional:

The Design Professional issues this Certificate of Material Completion of the Project and certifies as follows. Any exceptions shall be identified and explained in Paragraph 8 below:

1. The Design Professional, having conducted observations and evaluations of the Project, has determined that all Work required by the Contract Documents has been completed in accordance with the Contract Documents on (Insert date inspection for Material Completion began).

2. There are no outstanding Notices of Non-Compliant Work.

3. All tests and inspections required by the Contract Documents have been performed and were reviewed by a registered architect or registered engineer of the Design Professional.

4. No Work has been certified for payment that was covered prior to consent of the Design Professional.

5. The State Fire Marshal has issued a Certificate of Occupancy.

6. There are no pending Change Orders resulting in credits due to the Owner.

This Certificate is executed by the Design Professional this _____ day of _____, 20__.

(Name of Design Professional Firm)

By: _____ _____ ___

(License Number and State)

Printed Name:_____

Title: _____

MODCORR

March 21, 2025

ATTN: State of Georgia
Georgia State Financing and Investment Commission (GSFIC) and Georgia Department of Corrections

RE: Georgia MaxMod Housing Units – Eight (8) 63-Bed MaxMod units to be installed in sets of two at four separate Georgia State Prison Sites

We are pleased to provide the State of Georgia a quotation in accordance with our clarifications and exclusions listed below:

MaxMod Housing Units Construction, Transportation, and Setting

ModCorr, LLC will design, engineer, fabricate and install eight (8) MaxMod correctional grade housing units each configured to house 63 inmates. These Correctional Housing Units will be Prefabricated in a modular format at our manufacturing facility in Houston, Texas to meet all applicable standards for correctional facilities for the State of Georgia, the American Correctional Association, and local code requirements.

As described further below, it will be ModCorr's exclusive responsibility to fabricate and install, ready for turn-key use each of the 8 Max-Mod units, including our prefabricated Skid "foundations" up through including the roof structure. ModCorr is further responsible for all stamped drawings of the building, services needed and the building engineering. It will be the State's responsibility for all site engineering, cost of foundations and utility services.

The MaxMod units will arrive on site at approximately 95% complete, including finishes, HVAC, Security Electronics, Plumbing and Electrical infrastructure, fixtures, and equipment. All construction inspections for the facility are completed during manufacturing by our third-party inspector as required by the State of Georgia. All units will contain certification decals from the inspector as the representative for the State.

MaxMod units will be assembled on site by ModCorr, LLC, or its subcontractors, sealed, and connected to the applicable MEP required. All testing of the units will be completed to ensure that all systems are operating properly. All equipment and labor required for moving and setting units will be provided by ModCorr.

Once units are set on piers, footings, or foundation (installed by the State), exterior cladding and roofing will be applied to the units by ModCorr, LLC to complete the finished units. The units will include security electronics, all fixtures (electrical and plumbing), and fixed detention furnishings that are applicable.

Further clarification of the services to be provided by ModCorr, LLC are:

- Section 05 05 53 Security Metal Fastenings
- Section 05 58 16 Formed Metal Enclosures
- Section 05 59 63 Detention Enclosures
- Section 07 92 16.13 Security Joint Sealants
- Section 08 31 13.53 Security Access Doors and Frames
- Section 08 34 63 Detention Doors and Frames
- Section 08 56 53 Security Windows
- Section 08 71 63 Detention Door Hardware
- Section 08 88 53 Security Glazing
- Section 09 57 53 Security Ceiling Assemblies
- Section 10 28 13.63 Detention Toilet Accessories
- Section 11 98 00 Detention Equipment
- Section 12 35 53.21 Detention Metal Casework
- Section 12 36 16.13 Detention Metal Countertops
- Section 12 55 00 Detention Furniture
- Section 13 42 63 Detention Metal Wall Panels
- Section 13 42 63.16 Steel Detention Cells

Clarifications:

1. We will furnish and install detention hollow metal door frames, sidelights and borrowed lights.
2. We will furnish and install detention hollow metal doors.
3. We will furnish and install security glazing.
4. We will furnish and install detention furnishings.
5. We will furnish and install expanded metal.
6. We will furnish and install correctional steel plate ceiling.
7. We will furnish and install detention & security electronics.
8. We will furnish and install all detention locks and components using Willoughby Detention Locking Systems and Willo Wedge comparable to the current design of Georgia's Washington State Prison.

Security Electronics Clarifications

1. Accurate Security Electronics System, including cameras and video management, intercoms, door control will be installed and connected to a Pod Control Per building. Control stations will be provided in POD control. Integration with the existing facility SEC system is excluded from this quote. Integration into the existing facility central control, where possible, will be separately evaluated and proposed at a later date.

Plumbing, Electrical and HVAC System

1. All components necessary for fully functional HVAC, Plumbing and Electrical systems to the point of headend connections on site.

Plumbing, Electrical and HVAC System exclusions:

1. Generator backup equipment or installation.
2. All utilities run to the Building Pad site.
3. All utility fees, permits, and cost of any kind for additional utility services.
4. Connections to the hook ups provided with the building delivery.
5. Pumps needed for water pressure or volume enhancements, if needed.
6. Any Sanitary waste management requirements, such as lift stations or grinders.

Site Work and Preparation

1. All site work, preparation and installation of supply//discharge lines for electrical, plumbing, and other MEP items shall be provided by the State of Georgia.
2. All footings, piers, or foundation, to include embeds for securing of MedMods (specifications to be engineered and provided by ModCorr, LLC), will be provided by the State of Georgia.
3. The State of Georgia will provide all grading and preparation of each site. Including any enhancements needed for proper geotechnical demands.
4. All access points for delivery of 14' width x 58' length x 15' height MaxMod skids will be provided by the State of Georgia.
5. The State of Georgia will install all temporary, compacted access roads.

Warranty:

ModCorr warrants the entire Scope of Work for a period of 2 years. All Manufacturers warranties beyond the two-year period will convey to the State, such as Roof Warranty, Coatings, HVAC Equipment, and SEC Equipment.

Training:

ModCorr will provide training on all major systems supplied with these buildings, including all MEP systems, Security Electronic Systems, and all Detention Hardware at each of the four facilities.

BASE BID (as detailed on schedule below)	$ 80,695,244 ($20,173,811 PER SITE) **INCLUDES P&P BOND, No Taxes**

If you should require any further information, please do not hesitate to contact me.

Sincerely,

Buddy Johns
President, ModCorr

Georgia MaxMod Proposal **8 63 bed units** **Delivered and Installed (2 units at four sites)**					
Price from 11/1/24 proposal	$	77,833,680	See attached proposal from 11-1-24		
Shipping per the 11/1/24 proposal	$	901,000			
Add for Willo Wedge - 35 per unit @ $3,500/wedge	$	980,000	Wedge will be put on every cell and the doors entering the dayroom, Willoughby lock included in base bid above		
Add for outlets in cells - $22,700/unit	$	181,600	Adds for outlets and privacy panels are included so cells will match the state prison cell design		
Final Price:	$	79,896,280		$ 80,695,244	with 1% Bond
Price per each site as determined by GSFIC/GDC:	$	19,974,070		$ 20,173,811	