

TIMELINE - FISHER'S DEFICIENCIES AND BREACH OF CONTRACT

<u>DATE</u>	<u>DEFICIENCY/BREACH/COMPLAINT</u>	<u>NOTIFICATION</u>
8-22-2016	Breach of Exclusivity	Fisher Construction, Inc. ("Fisher") breached its contractual commitment to work exclusively with Veolia, by working on behalf of a competitor American Water. (See Exhibit "1")
7-20-2017	Safety Latch Issue	Fisher was notified of a safety latch issue with its equipment. (See Exhibit "2")
10-18-2017	Veolia sends Fisher Default Notice	On October 18, 2017, Fisher was notified of multiple breaches of its contract with Veolia. The City of Jackson was sent a copy of the default notice on the same day. The City of Jackson representatives who received notice included the following Dr. Mukesh Kumar, Michael Davis, Wanda Knotts, Kwame Kenyatta and Mary Carter. (See Exhibit "3")
10-27-2017	Fisher's Non-Compliant Equipment	Fisher was notified that its equipment was not compliant due to non-working tail light and missing flap. (See Exhibit "4")
11-2-2017	Fisher's Non-Compliant Equipment	Fisher was notified that some equipment was not compliant with DOT regulations. The City of Jackson representative, Mary Carter, received notice on November 2, 2017. (See Exhibit "5")
11-2-2017	Fisher's Non-Payment of subcontractor	Veolia notified the City of Jackson on November 2, 2017, that at least four vendors had not been paid by Fisher for work performed for the City of Jackson wastewater treatment facilities. Fisher relied on these vendors for equipment and services to perform under the contract. PSI leased hauling equipment and employees to Fisher which ceased on June 30, 2017, due to non-payment. JHW Equipment repossessed its land application equipment due to non-payment. Dr. Bridgette Gandy

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		performed critical environmental consulting work including, but not limited to, U.S. EPA 503 reports. The equipment and services provided by such vendors was no longer available to Fisher and impacted his ability to perform under the contract. Veolia also notified the City that Fisher had resorted to using non-compliant equipment and non-certified drivers. E-mail to Kwame Kenyatta of the City of Jackson attached. (See as Exhibit "6")
11-6-2017	Veolia requested Fisher provide information to ensure contract compliance.	On November 1, 2017, Veolia requested the following information: 1) License plate numbers for the trucks, 2) Confirmation that the land application and support employees are Fisher employees, 3) Class A drivers are Fisher employees, 4) Whether Fisher used any subcontractors and 5) Updated insurance certificate. Fisher failed to timely respond to Veolia's request. Veolia sent a reminder of the outstanding information on November 6, 2017 and was told the information would be provided that day. No information was provided on November 6, 2017. Veolia sent another reminder for the requested information and Fisher finally responded through its attorney on December 15, 2017. In its response Fisher lied that it did not use subcontractors. Fisher also submitted an insurance certificate with an expired auto policy, among other deficiencies. See (Exhibit "7")
11-7-2017	Fisher's Non-Compliant Equipment	Fisher was notified that its equipment was not compliant due to non-working tail lights. (See Exhibit "8")
12-7-2017	Fisher's Grievance against Veolia was filed with the Equal Business Opportunity Review Committee	<u>See Exhibit "9". ALL OF THE ABOVE DEFICIENCIES/BREACHES/COMPLAINTS AND NOTIFICATIONS OCCURRED PRIOR TO THE FILING OF ANY GRIEVANCE BY FISHER WITH THE EBORC AND ARE EVIDENCE OF VEOLIA'S ONGOING CONCERNS AND FISHER'S FAILURE TO MEET CONTRACT OBLIGATIONS</u>
12-13-2017	Fisher received notice of sludge on the pad	Fisher was notified of the estimated loads on the pad. Fisher was also

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to 12-14-2017		informed the Trahon trailer was full. (See Exhibit "10")
12-20-2017	Fisher's Refusal to haul sludge	Fisher was notified on December 19, 2017 and December 20, 2017 there were 15 loads ready to haul. Fisher refused to haul without giving adequate reasoning. Fisher's available equipment was not equipped with proper lining. Fisher was notified of Veolia's desire to have the sludge removed from the pad prior to any additional rainfall. Fisher refused to haul sludge due to "prior" obligations. (See Exhibit "11")
12-23-2017	Fisher received notice of sludge on the pad	Fisher received notice that a lot of sludge was on the pad and was asked to verify they had enough equipment to perform. It is noted that Fisher only hauled with one truck for the month of December, except for December 4 th and 5 th . Fisher was also asked about an unidentified driver. Fisher hauled two loads and left an estimated 8 loads on the pad. (See Exhibit "12")
12-26-2017	Veolia files its response to Fisher's Grievance with the EBORC	Veolia submitted its response to the EBORC on December 26, 2017. On page 2 of its response, Veolia states "... Veolia has no choice but to begin considering a back-up vendor and seeking approval from the EBORC, so that Veolia can ensure there are no performance gaps in its obligations to the City under the O&M Agreement." (See Exhibit "13")
12-26-2017	Veolia sends letter to City of Jackson's Department of Public Works	Veolia letter dated December 26, 2017, was sent to the City of Jackson's Department of Public Works Director, Robert Miller. The letter included a detailed outline of Fisher's deficiencies and contract breaches. The letter also provided notification that a replacement vendor was required in order for Veolia to ensure there were no performance gaps in its obligations to the City. (See Exhibit "14")
12-27-2017	Fisher's attorney notified of limited hauling and equipment	Veolia sent a letter to Fisher, and its attorney, regarding Fisher's limited equipment and production. Veolia's letter reminded Fisher it was obligated to make equipment and drivers available to haul up to 400 tons per day. (See Exhibit "15")

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12-27-2017	Veolia reminded Fisher of its 503 reporting obligations	Veolia reminded Fisher of its obligation to provide its 503 reports to Veolia by January 5, 2018. (See Exhibit "16")
12-27-2017	Fisher's failure to haul impacts operations	Fisher only hauled 3 loads with one truck and one driver. Veolia was forced to slow down production due to uncertainty of Fisher hauling and rain. Odor is noted as becoming a factor but no resident complaints yet.
12-28-2017	Fisher's failure to haul impacts operations	Fisher hauled 3 loads and left 7 loads on the pad. Veolia requested that Fisher confirm how many trucks it was able to provide. Operations slowed down due to Fisher's inability to haul. (See Exhibit "17")
12-29-2017	Fisher's failure to haul impacts operations	Fisher failed to haul an adequate number of loads. Dewatering was stopped due to the estimated 8 loads on the pad and rain in the forecast. The Trahon facility was not allowed to start production because the full trailer was not hauled by Fisher. Once the full trailer at Trahon was removed Fisher failed to replace it by 3:38 PM. (See Exhibit "18")
12-29-2017	Veolia files its supplemental response to Fisher's Grievance with the EBORC	See Exhibit "19".
1-2-2018	Fisher received notice of sludge on the pad	Fisher was informed that 7 loads were on the pad. Veolia requested Fisher to let them know how many trucks it would make available to haul. Veolia outlined concerns to Fisher in its January 2, 2018 meeting. (See Exhibit "20")
1-3-2018	Fisher received notice of sludge on the pad	Fisher received notice that an estimated 11-12 loads were on the pad. (See Exhibit "21")
1-3-2018	Veolia requests EBORC approval of Four Seasons, Inc., as replacement hauler	On January 3, 2018, Veolia files a separate additional request for approval of Four Seasons, Inc., as replacement hauler. (See Exhibit "22")

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1-4-2018	Fisher's failure to provide equipment impacts operations	Fisher failed to replace equipment at the Trahon facility and operations were stopped as a result.(See Exhibit "23")
1-5-2018 to 1-9-2018	Fisher informed of the number of loads on the pad	Fisher is given notice of estimated loads on the pad. (See Exhibit "24")
1-5-2018	Fisher failed to provide required MDEQ/U.S. EPA 503 reports	Fisher failed to provide MDEQ/U.S. EPA's 40 CFR Part 503 reports by January 5, 2018. This is a material breach of Section B(14) of its contract with Veolia.
1-10-2018	City of Jackson sent notification to Veolia regarding the required 503 reports	See Exhibit "25".
1-16-2018	Veolia sends Fisher Termination Letter	Veolia terminates its contract with Fisher to ensure there are no performance gaps in its obligations to the City. (See Exhibit "26")
1-16-2018	Veolia contracts with Four Seasons, Inc ("Four Seasons")	Due to Fisher's non-performance and Veolia's obligations to the City of Jackson, Veolia contracted with Four Seasons, Inc., to haul sludge from the City of Jackson's wastewater treatment facilities. Four Seasons is a City of Jackson certified minority business enterprise. As of February 1, 2018, Four Seasons has hauled 71 loads since January 18, 2018. Fisher hauled 59 loads in the entire month of December 2017 and 30 loads from January 1, 2018 to January 16, 2018.
N/A	Veolia Technical Data Pertaining to Termination.	See Exhibit "27"