



CONTRACT DOCUMENTS FOR

19ITB120718A-FB

**Sewer System Cleaning and Manholes Camera
Inspection Services**

For

Public Works

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CONTRACT AGREEMENT

Contractor: Video Industrial Services, Inc.

Contract No.: 19ITB120718A-FB, Sewer System Cleaning and Manholes
Camera Inspection Services

Address: 7721 2nd Ave N
City, State Birmingham, AL 35206

Telephone: (205) 798-0300

Email: dmahan@videoindustrial.com

Contact: Drew Mahan
Executive Vice President

This Agreement made and entered into effective the 1st day of January, 2020 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **VIDEO INDUSTRIAL SERVICES, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Public Works hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide all materials, labor, tools, equipment and appurtenances necessary for sewer system cleaning and manholes camera inspection services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

I. Form of Agreement;

- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Scope of Work
- V. Exhibit C: Compensation;
- VI. Exhibit D: Purchasing Forms;
- VII. Exhibit E: Contract Compliance Forms;
- VIII. Exhibit F: Insurance and Risk Management Form;

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 18, 2019, BOC Item #19-1124.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform sewer system cleaning and manholes camera inspection services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit B, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2020, the starting date, and shall end absolutely and without further

obligation on the part of the county on the 31st day of December 2020. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall

operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

The total contract amount for the Project shall not exceed \$550,000.00 (Five Hundred Fifty Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any

remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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.

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 Contractor . These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to

waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor 's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit F, Insurance and Risk Management Forms, with the County

as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works
Director
141 Pryor Street, S.W. Suite 6001
Atlanta, Georgia 30303
Telephone: (404) 612-2804
Email: david.clark@fultoncountyga.gov
Attention: David Clark

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Drew Mahan
7721 2nd Ave N
Birmingham, AL 35206
Telephone: 205-798-0300
Email: dmahan@videoindustrial.com
Attention: Drew Mahan

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the

standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

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

- a. Department Name
- b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time

bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Chief Deputy Clerk to the
Commissioners

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

[Signature]

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Public Works

CONTRACTOR:

**VIDEO INDUSTRIAL SERVICES,
INC.**

DocuSigned by:

Drew Mahan

Drew Mahan
Executive Vice President

ATTEST:

Drew Mahan 1

Secretary/
Assistant Secretary

(Affix Corporate Seal)

DocuSigned by:



ATTEST:

Notary Public

County:

Commission Expires:

(Affix Notary Seal)

ITEM#: 19-1124	RCS: 12/18/2019	ITEM#: 0	RM: 0
RECESS MEETING		REGULAR MEETING	



ADDENDA

19ITB120718A-FB, SEWER SYSTEM CLEANING AND MANHOLES CAMERA INSPECTION SERVICES

September 27, 2019

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

- Attachment # 1 – Questions for Clarification

Acknowledgement of Addendum No. 1, 19ITB120718A-FB, Sewer System Cleaning and Manholes Camera Inspection Services

The undersigned Bidder acknowledges receipt of this Addendum No. 1 by returning one (1) copy of this form with the Bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the ITB due date, Thursday, October 3, 2019 @ 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 30TH day of SEPTEMBER, 2019.

VIDEO INDUSTRIAL SERVICES, INC.

Legal Name of Bidder/Proposer



Signature of Authorized Representative

EXECUTIVE VP

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the following:

1.0 GENERAL

The purpose of the project specified herein is to provide sewer system cleaning, camera and manhole inspections services to restore system capacity to a minimum of 95 percent. The work to be performed under the contract shall consist of furnishing all labor, materials, tools, and equipment to perform sewer system cleaning and debris removal within the Fulton County sewer system. The Contractor shall perform the work as follows.

- A. Remove silt, debris, scale and grease from the pipe lines and associated manholes.
- B. Cleaning shall be performed using self-contained hydro flushing/vacuum equipment specifically designed to clean sewer systems. At a minimum, the equipment shall be suitable for use in gravity sewers from 6-24 inches in diameter. Nozzles shall be designed to clean the pipe without damage to the system.
- C. Methods that employ mechanical pipe line equipment shall not be used.

2.0 DEFINITIONS

- A. NORMAL CLEANING - up to three passes with a high pressure water nozzle designed for use in a sewer collection system. Debris shall be removed from the system for final disposal.
- B. HEAVY CLEANING - cleaning of a sewer that has an average depth of foreign material, debris, and/or roots equal to more than 25 percent of the diameter of the pipe over the manhole-to-manhole pipe length requiring up to 8 passes with a high pressure water nozzle designed for use in a sewer collection system. Debris shall be removed from the system for final disposal. Heavy cleaning does not include root cutting or grease abatement.

3.0 EXECUTION

- A. The Contractor shall furnish all labor, equipment, supplies, and supervision and shall perform all work required in accordance with these specifications. System cleaning shall be performed in the areas selected and approved by the County. Contractor shall be able to clean a daily minimum 2000 linear feet of sewer lines per crew. Contractor shall provide a report if there is a failure to meet the requirements stated why the minimum footage was not completed and provide a schedule for making up any quantities below minimum.
- B. It shall be the responsibility of the Contractor to schedule and perform work to prevent system overflows. If flows are such that they interfere with the Contractor's ability to perform the work, then the Contractor shall be responsible to schedule his work during low flow periods or to request written permission to perform by-pass pumping around the site. The Contractor may provide by-pass pumping only with specific approval from the County.
- C. In the event the equipment becomes lodged in the sewer line, the Contractor shall notify the County immediately. The Contractor shall take all steps necessary to remove the lodged equipment from the system in a timely manner. The Contractor shall take precautions to minimize the likelihood of damage to the system and/or the possibility of overflows resulting from the lodged equipment creating a blockage. If excavation is required to remove the lodged equipment, the Contractor will be required to follow the County's standards for such excavation and system repairs. The Contractor shall be responsible for all related costs.
- D. The Contractor shall immediately notify the County of any defects which appear to require immediate corrective action.
- E. All debris created by the cleaning process shall be removed from the manhole and properly disposed of by the Contractor.
- F. The Contractor shall obtain a meter from the County, inform the County of the location where potable water will be accessed prior to obtaining such, and meter the quantities withdrawn, report quantities of water used during the project to the County in the weekly report. In South Fulton County, contractor shall obtain a meter from the City of Atlanta and arrange to report the quantity to

the City. In designated areas of City of Roswell contractor shall obtain a meter from the City of Roswell and arrange to report the quantity to the City. While working in city of Sandy Springs contractor shall obtain a meter form City of Atlanta and arrange to report the quantity to the City.

4.0 SEWER LINE CLEANING

- A. Sewer line cleaning shall be performed to remove foreign material and restore pipe capacity.
- B. All sewer cleaning operations shall be conducted from the downstream manhole.
- C. Prior to cleaning any sewer line, the Contractor shall install a debris trapping system in the outlet of the downstream manhole to capture sludge, dirt, grease, sand, rocks, etc. The captured material shall be removed from the manhole prior to the removal of the system and moving on to the next segment.
- D. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished, especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall not be required to clean those specific pipe segments unless the County removes the apparent obstruction.
- E. Selection of the equipment shall be the sole discretion of the Contractor and based on the conditions of lines at the time the work commences. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes.
- F. If cleaning of an entire segment cannot be successfully performed from one manhole, the equipment shall be set up at the other manhole and cleaning again attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire manhole-to-manhole pipe segment, it will be assumed that a major blockage exists and the cleaning operation will be abandoned. The cleaning operator will note these occurrences in his daily cleaning log and notify the County immediately. The Contractor will be compensated for the actual length of sewer cleaned should this occur.

- G. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid materials resulting from the cleaning operation shall be removed at the downstream manhole of the segment being cleaned. Passing materials from pipe segment to pipe segment, which could cause line stoppages, accumulations of debris in wet wells, interference with in-line permanent flow monitoring equipment or damage to pumping equipment, will not be permitted. Under no circumstances shall sewage or solids removed during the cleaning operation be dumped onto the streets or in ditches, catch basins, or storm drains.
- H. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials removed from the sewers and manholes during the cleaning operation shall be drained of water and transported to the local dumpsite. The Contractor shall be responsible for the final disposal of debris removed from the sewer system.
- I. The location of manholes and line segments which require additional equipment and manpower to access and perform cleaning operations are considered to be in an easement. Additional equipment includes, but is not limited to an easement machine, additional vacuum hose, additional manpower, etc.
- J. All "heavy" cleaning shall be approved by the County prior to execution of the work.

5.0 MANHOLE CLEANING

- A. The Contractor shall scour debris or grease-laden manhole walls with a high-velocity water gun. If the impact of the high-velocity water appears to be weakening the structural integrity of the manhole wall, the Contractor shall discontinue the scouring on the manhole and notify the County.
- B. Manhole cleaning shall be conducted on manholes connecting the pipe segments in areas of the system as selected and approved by the County. Manholes not connected to the selected pipe segments may be identified by the County to be included in the contract.
- C. All debris removed during the cleaning process shall be properly disposed of by the Contractor.

6.0 REMOVAL OF STABILIZED DEBRIS FROM MANHOLES

- A. The Contractor shall provide all labor, materials and equipment necessary for the removal of stabilized debris creating obstructions to the free and unimpeded flow of wastewater through sanitary sewer mains and/or obstructions or material that may prevent the entry of cleaning equipment. Removal of obstruction and/or material shall be pre-approved by the County.
- B. A jack-hammer or air-hammer with chisel-type tip driven by compressed air shall be used for removal of stabilized debris in manholes.
- C. Care shall be taken not to damage the manhole. The work shall be performed in a manner which will not damage the pipes, manholes or access points to the sewer line. When stabilized debris needing to be removed is encountered, the Contractor shall notify the County before proceeding with its removal.

7.0 SEWER SYSTEM GREASE ABATEMENT

- A. The Contractor shall remove grease deposits from wastewater collection systems by applying a chemical agent into sanitary sewers with the ability of liquefying hard, soap-like grease deposits and maintaining said deposits in a liquid, fluid state indefinitely.
- B. The product must contain a blend of essential surfactants to liquefy hard sewer grease, and maintain said grease in a liquid, fluid state indefinitely. The product shall be Jet Power II or approved equal. To demonstrate equivalence, the proposed product shall, at a minimum, meet the following criteria:
 - 1. Shall not contain petroleum solvents, and must be completely biodegradable.
 - 2. Shall not be corrosive or contain acids, alkalis, and/or chlorinated or quaternary compounds.
 - 3. Shall be equally effective in collection system pipelines, pump stations, wet wells, and manholes.
 - 4. Shall be a liquid that is totally miscible in water, in order to form a complete emulsion when mixed with water.

6. Shall be designed for application by high pressure collection system cleaning equipment.
7. Shall not be harmful to downstream Waste Water Treatment facilities; plant, animal, or marine life; collection system pipes, pumps and other appurtenances; or hydraulic sewer cleaning equipment.
8. Shall demonstrate successful use for a period of not less than 2 years and with at least 5 municipal users which the County can verify. The Contractor shall provide the County with a reference list accordingly.
9. Prior to acceptance, the Contractor shall demonstrate the performance of the alternative product within a pipe segment, manhole, and/or wet well at a location selected by the County.

8.0 PRECAUTIONS

- A. The Contractor shall provide a written Overflow Response and Mitigation Plan to the County for review and approval prior to the first mobilization.
- B. In the event of a system overflow or back-up into a building caused by cleaning activities, the Contractor shall notify the County and mitigate immediately. Within three (3) days of the event, the Contractor shall submit to the County a written report including the location, date and time, duration, volume, water body/property owner impacted, corrective actions taken, clean up procedures executed. All related costs, including but not limited to legal and regulatory, shall be the responsibility of the Contractor.
- C. During sewer cleaning operations, satisfactory precautions shall be taken by the Contractor in the use of cleaning equipment. Precautions shall be taken to ensure that damage to, or flooding of public or private property does not occur during the cleaning procedure.
- D. The Contractor shall not dispose of or allow any liquid or solid waste from the sewer system cleaning operation to enter any drainage structure, ditch, or paved surface.

9.0 DEBRIS REMOVAL/DISPOSAL

- A. All material resulting from the cleaning operation shall be prevented from passing the downstream manhole.
- B. All material removed from the system by the cleaning operation shall be dewatered on site and removed from the worksite by the Contractor. The final disposal of the material is the responsibility of the Contractor.
- C. The final disposal of the debris shall be in a landfill. The Contractor shall be responsible for securing the arrangements and paying all related fees accordingly.
- D. All material shall be removed from the worksite daily. Under no circumstances shall the Contractor accumulate material beyond the end of the work day.
- E. Material removal/disposal shall be included in the unit price for line cleaning.
- F. Material quantities shall be reported to the County on a weekly basis. Volume of material removed per group of system segments cleaned per day will be quantified in the report.

10.0 ACCEPTANCE OF COMPLETED WORK/POST INSPECTION

- A. The Contractor will use a proofing tool to guarantee that a minimum of 95 percent of the cross sectional area is free from foreign material at all points along the pipe's length.
- B. Within 30 days of system cleaning, the Contractor shall inspect up to ten percent of the system cleaned to verify the success of the project. The segments of the system will be selected randomly by the County. The Contractor may use a pole mounted, high resolution camera or conventional CCTV camera to inspect the selected pipe segments. A written report and corresponding professionally documented video will be provided to the County for all segments inspected.

If a pole camera is used, a video inspection shall be taken in both the upstream and downstream manholes for each pipe segment. A light source shall be inserted into the manhole opposite the manhole where the pole camera is inserted to ensure full view of the included pipe segment. If the entire segment cannot be properly

evaluated using a pole mounted camera, a tractor mounted camera shall be used for the evaluation of that segment. All costs related to post inspection evaluations shall be included in the unit price for cleaning

- C. The County will review the post inspection video to determine whether or not the Contractor has successfully completed the work. The County's decision as to compliance with this requirement is final and binding. The Contractor shall clean all failed sections within two (2) business days after being notified of the failure by the County.
- D. If any segment fails the post inspection, the Contractor shall inspect twenty percent of the system cleaned by the Contractor within the preceding thirty (30) days pursuant to section 10.0-B. If more than five percent of the segments fail the second post inspection evaluation, the Contractor shall select from the two following options:
 - a. The Contractor may inspect the entire group of segments cleaned within the preceding thirty (30) days (pursuant to section 10.0-B) to demonstrate that all line segments capacity has been restored.
 - b. The Contractor may re-clean all segments cleaned within the preceding thirty (30) days.
- E. Acceptance of the work shall be made upon the successful completion of the quality inspection and approval by the County.
- F. The County shall not be liable for payment to the Contractor for cleaning sewer segment that have not met the criteria for cleaning.

11.0 TRAFFIC CONTROL

- A. The Contractor shall conform to requirements for traffic control established by the current *Manual of Uniform Traffic Control Devices*, Federal, State, and local laws. When working in heavy traffic areas, a traffic control plan shall be submitted to the County for review and comment. However, the Contractor has the sole responsibility for traffic control and the safety/welfare of his employees, the County's representatives and the general public at the work site.

- B. No work shall be initiated until proper traffic control devices have been installed at the work site.
- C. The Contractor shall provide 48 hour notice to any property owner where ingress/egress may be blocked or impeded during the execution of the work.
- D. The Contractor shall not close any roadway without obtaining prior approval from the County. The Contractor shall submit a closure plan to the County for approval prior to the roadway closure.
- E. All traffic control devices shall be removed and normal traffic patterns restored at the end of each work day.

12.0 SAFETY

The Contractor shall comply with all Federal, State, and local safety regulations and County safety requirements. The Contractor is required to operate and maintain safety equipment and is responsible for all safety training for his personnel. The Contractor shall never leave an open manhole unattended. All equipment shall be removed from the sewer system at the end of each work day.

The Contractor shall perform all work in the safest possible manner. The County may make unannounced inspections to ensure compliance with safety requirements. If the Contractor is deemed to be working in an unsafe manner by the County, the Contract may be terminated.

13.0 EMERGENCY

The Contractor shall provide the County with the name(s) and emergency contact information of the responsible person(s) representing the Contractor for 24 hour, seven days per week emergency response. The information shall remain current at all times throughout the duration of the contract. Any change in contact information shall be given to the County in writing.

Calls of an emergency nature received by the County will be transferred to the Contractor for immediate disposition in accord with the provisions herein. Twenty-four hours per day, seven days per week, the Contractor shall respond within two hours of notification by the County.

Contractor emergency response personnel shall be dispatched with proper equipment to safely respond to the call within two hours of notice. The emergency crew shall be equipped to expeditiously mitigate

emergencies and control traffic in accord with Federal, State, and local laws and ordinances.

In the event an emergency occurs and was not conveyed by the County, the Contractor shall notify the County immediately.

14.0 PERMITS

The Contractor and each subcontractor employed upon the work must have or obtain a valid Fulton County Business License. For all maintenance contract work, the Contractor shall obtain, at no expense to the County, the required permits and licenses authorizing the Contractor to perform said maintenance work for the County. The Contractor shall obtain all necessary operation and maintenance permits and shall provide copies to the County prior to the commencement of the work. The Contractor shall comply with the requirements and conditions of these permits, licenses, and any rights of entry authorizations/encroachment permits.

15.0 RESPONSIBILITY

All services required under the Contract shall be performed by the Contractor, or under the Contractor's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such services.

The Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by the County.

16.0 MEASUREMENT AND PAYMENT

- A. Normal and heavy sewer line cleaning will be billed per linear foot with measurement being made between centerlines of consecutive manholes for the line segments being cleaned. Payment for normal and heavy sewer line cleaning shall be made at the unit price per linear foot based on the pipe size being cleaned. Normal or heavy sewer line cleaning line items will not be combined. The Contractor shall obtain approval from the County prior to executing the heavy cleaning work.
- B. The Contractor will be paid the unit rates specified for manhole cleaning.

- C. The Contractor will be paid the unit rates specified for the removal of stabilized debris in the channels of manholes. The Contractor shall obtain approval from the County prior to executing the work.
- D. The Contractor will be paid the unit rates specified for the removal of grease attached to pipe line and/or manhole walls. The Contractor shall obtain approval from the County prior to executing the work.

17.0 ASSISTANCE PROVIDED BY THE COUNTY

- A. Sewer system drawings will be provided, showing the locations of the segments to be cleaned.
- B. The County shall provide for the entering of private lands, public lands and rights-of-way.
- C. The County shall provide access to fresh water at a location or locations to be mutually agreed upon by the County and Contractor.
- D. The County shall locate and uncover hidden or buried manholes. However, Contractor shall attempt to locate the manhole.

18.0 RECORD KEEPING

The Contractor shall be responsible for keeping project records. All records shall be accurate, complete, and legible. The project records shall include the date of cleaning, segment identifier of line cleaned, length of segment, depth of included manhole(s), volume of material removed, equipment used, and any other pertinent information/data the County finds applicable. Specific field conditions, access problems or unusual conditions within the pipe line shall be noted in the records. High flows or conditions that may cause imminent system failure shall be reported to the County

19.0 CONTRACTOR'S QUALIFICATION PAGE

The qualification page will include relevant information related to the project including contractor name, address, contact information, and contractor/employee experience.

20.0 CONTRACTOR'S REFERENCE PAGE

The Contractor shall submit three (3) references for sewer cleaning services, which the County can verify. Each reference shall be for work actually performed by the Contractor. All references shall pertain to actual

sewer cleaning work performed by the Contractor (sub-contractor references are not applicable). Reference work shall have been performed with the manner of execution specified herein. The Contractor shall submit sufficient references on a project-by-project basis; so that the completed work in total for said municipalities exceeds the specified limit of one million lineal feet of sewer system cleaning (minimum of three). Only Contractors experienced in this type of work will be considered for award.

21.0 Manhole Inspections

The contractor shall utilize the latest technology to perform the inspections including the use of GIS-based computers to collect the data and digitally link the photograph or video files to the correct manhole structure. By utilizing the County GIS in the field computers, and show up as a cursor on the map. This allows contractor to navigate to the manhole and increase quality control during the inspection process (e.g. a buried or missing manhole will not result in the remaining string of manholes being numbered incorrectly).

The data shall be entered electronically, on-site with data validation routines that require crews to complete all pertinent information and will not allow errors or mismatched data to be entered (e.g. a 12" pipe flowing to an 8" pipe).

Manhole Inspections will be delivered in a MACP compatible database.

22.0 Project Approach – Smoke Testing

Contractor will perform smoke testing assignments as requested by Fulton County. Fulton may prioritize areas based on a review of flow data hydrographs and wet weather capacity evaluations. Contractor will take care of all notifications. Contractor will hand out notices door to door in residential and commercial areas at least 48 hours in advance and provide daily notices to Fulton County public works, the fire department, and any other required agencies, with a list of the locations to be tested that day.

Contractor shall utilize smoke blowers and smoke oil to run the blowers continuously while looking for "smoke defects". The blowers provide approximately 4,000 CFM of airflow which provides sufficient pressure to smoke 800 to 1,000 LF per set up without the use of sewer plugs. The size of a set-up is mostly determined by the visual pressure of the smoke emitted from the roof vents, but not to exceed 1,000 LF. If contractor do not get good pressure due to sags or blockages in the lines, contractor will perform additional set-ups as needed.

The smoke defects will be documented in a digital format with GPS of defect locations, digital photographs and an access database used to create a

smoke defect layer in the GIS. If GIS data is made available to contractor, the reports will indicate the defect locations on the digital GIS maps. This will allow contractor to perform field data entry, GPS the location of defects, take digital photos and QC the GPS locations in real time against the plan metric layers in the GIS.

23.0 CCTV Inspections

Contractor shall perform CCTV on select line segments as directed by Fulton County. CCTV will be performed in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). Only certified operators will be used to perform and enter data. The CCTV would greatly enhance the cleaning contract. It can be very difficult and somewhat risky to perform heavy cleaning in the absence of CCTV data. If there are structural defects in the pipe, heavy cleaning can exasperate the problem leading to pipe collapse or cleaning equipment being lodged in the pipe requiring emergency dig ups and repairs.

Contractor CCTV crews shall perform CCTV inspections while cleaning to guide the cleaning operation to avoid such problems.

24.0 Dye Flooding

Dye Flooding is used for several reasons, to quantify I/I sources, to locate leak locations and to pinpoint storm sewer cross connections with the sanitary sewer. In many cases, smoke defects can be readily identified as to the location and source to determine repair methods. In the case of storm cross connections, contractor will see smoke coming from a storm drain, but contractor still won't know the location of its source. Contractor will plug and fill the storm drain with dyed water to see where the dyed water will leak back into the sewer using CCTV.

Reports can be either digital or hand drawn to indicate the location of the dye flood, the segment that was televised and the location where the dye entered the system.

25.0 Assumptions

Crews will be allowed to perform smoke testing from 7 a.m. – 6 p.m., Monday through Friday, with weekend work possible with pre-approval for the County. Smoke notices may be handed out over the weekend, but at least 48 hours in advance. Smoke testing will only be performed during daylight hours.

Contractor will hand out smoke notices in residential and commercial areas for smoke testing only. The smoke notices will list a County representative as the contact person to field questions about the program and verify the

contractor's presence for concerned citizens. Copies of smoke notices will be submitted for approval prior to distribution.

Smoke testing will not be performed during heavy rain or immediately after storms of greater than 0.5 inches.

Dye flood quantities are estimated and will be performed on an as-needed basis, based upon actual defects located during the smoke testing. Potential dye flood locations will be submitted for approval prior to starting work.

GPS of defect locations will be performed with mapping-grade GPS, typically sub-meter accuracies. If satellites are obscured, the defect will be digitized visually accurate within the GIS layers.

Fulton County will assist contractor with any pipe dig-ups if a CCTV camera is lodged within a pipe segment.

CCTV Inspections will be delivered in a PACP compatible database

Manhole Inspections will be delivered as separate reports depicting pipe information and defects.

26.0 Quantities

This contract shall inspect and/or clean approximately 2,500,000 linear feet of pipe and inspect 20% of manholes each year. The renewal year estimate for completion is 2,500,000 linear feet of pipe and one fifth (1/5) of the manholes. It is estimated that there are 2,200 miles of sewer pipe and 64,000 manholes in the Fulton County sewer system.

The County reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and, as found necessary, and the contractor shall perform the work as altered, increased or decreased. Payment for such increases or decreased quantity will be made in accordance with the instruction to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the contract and bond.

27.0 Report Deliverable Acceptance Format:

- A. Microsoft Excel files for PACP data collection will be used as the monthly deliverable.
 - 1. The deliverable should be a direct export from the Inspections table found in PACP v6 or newer. This will be used as a means of invoice backup documentation.

2. An additional custom Microsoft Excel file shall be generated to document PACP pipe conditions. The file will include the following attributes: Pipe Segment ID, Upstream MH, Downstream MH, Pipe Length, Material, Pipe Size, Quick Rate (Structural), Quick Rate (Operating & Maintenance), Pipe Rate (Structural), Pipe Rate (Operating & Maintenance), Pipe Rate (Structural), Pipe Rate (Operating & Maintenance), Overall Rate, Pipe Rate Index (Structural), Pipe Rate Index (Operating & Maintenance), Overall Rate Index, PACP Code, Maintenance Grade, Structural Grade, and Remarks.
 3. PDF copies of each pipe inspection will be required. Each PDF will document all data required in the Microsoft Excel requirements above, as well as defect pictures.
- B. PACP Videos will be named based on the pipe segment number. The accepted file format is .mpg with associated Access Database.
- C. A Microsoft Excel file for MACP data collection will be used as a monthly deliverable. The deliverable should be a direct export from the Inspections table found in MACP v6 or newer.
1. Additionally, PDF copies of each manhole inspection will be required. Each PDF will document all data required in the Microsoft Excel requirements above, as well as defect pictures.
- D. MACP pictures will be named based on the manhole number. The accepted file format is .jpeg.

EXHIBIT C

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$550,000.00 (Five Hundred Fifty Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BASE BID AMOUNT

All costs related to material removal/disposal and post inspection evaluations shall be included in the unit price for cleaning.

Service: On Road and in contiguous assignments

Item No.	On Road and in contiguous assignments	Unit	Estimated Quantities	Unit Price	Total Price
1	Clean (normal) per the specifications 6" sewers	Linear Foot	1000	\$ 1.00	\$ 1,000.00
2	Clean (normal) per the specifications 8" sewers	Linear Foot	360,000	\$ 0.85	\$ 306,000.00
3	Clean (normal) per the specifications 10" sewers	Linear Foot	3,000	\$ 1.00	\$ 3,000.00
4	Clean (normal) per the specifications 12" sewers	Linear Foot	1,900	\$ 1.00	\$ 1,900.00
5	Clean (normal) per the specifications 15" sewers	Linear Foot	500	\$ 1.25	\$ 625.00
6	Clean (normal) per the specifications 18" sewers	Linear Foot	500	\$ 2.25	\$ 1,125.00
7	Clean (normal) per the specifications 21" sewers	Linear Foot	500	\$ 2.25	\$ 1,125.00
8	Clean (normal) per the specifications 24" sewers	Linear Foot	500	\$ 2.25	\$ 1,125.00
9	Clean (normal) per the specifications 30" sewers	Linear Foot	500	\$ 1.50	\$ 750.00
10	Clean (normal) per the specifications 36" sewers	Linear Foot	500	\$ 1.50	\$ 750.00
11	Clean (normal) per the specifications 42" sewers	Linear Foot	500	\$ 1.50	\$ 750.00
12	Clean (normal) per the specifications 48" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
13	Clean (normal) per the specifications 54" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
14	Clean (normal) per the specifications 60" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
15	Clean (heavy) per the specifications 6" sewers	Linear Foot	250	\$ 1.25	\$ 312.50
16	Clean (heavy) per the specifications 8" sewers	Linear Foot	25,000	\$ 1.25	\$ 31,250.00
17	Clean (heavy) per the specifications 10" sewers	Linear Foot	10,000	\$ 1.35	\$ 13,500.00
18	Clean (heavy) per the specifications 12" sewers	Linear Foot	4,000	\$ 1.50	\$ 6,000.00
19	Clean (heavy) per the specifications 15" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
20	Clean (heavy) per the specifications 18" sewers	Linear Foot	500	\$ 3.00	\$ 1,500.00
21	Clean (heavy) per the specifications 21" sewers	Linear Foot	500	\$ 3.00	\$ 1,500.00
22	Clean (heavy) per the specifications 24" sewers	Linear Foot	500	\$ 3.00	\$ 1,500.00
23	Clean (heavy) per the specifications 27" sewers	Linear Foot	500	\$ 3.00	\$ 1,500.00
24	Clean (heavy) per the specifications 30" sewers	Linear Foot	500	\$ 3.00	\$ 1,500.00
25	Clean (heavy) per the specifications 36" sewers	Linear Foot	500	\$ 3.00	\$ 1,500.00
26	Clean (heavy) per the specifications 48" sewers	Linear Foot	500	\$ 5.00	\$ 2,500.00
27	Clean (heavy) per the specifications 54" sewers	Linear Foot	500	\$ 6.00	\$ 3,000.00
28	Clean (heavy) per the specifications 60" sewers	Linear Foot	500	\$ 8.00	\$ 4,000.00
29	Remove Grease per the specifications 6" sewers	Linear Foot	250	\$ 1.00	\$ 250.00
30	Remove Grease per the specifications 8" sewers	Linear Foot	20,000	\$ 1.35	\$ 27,000.00
31	Remove Grease per the specifications 10"sewers	Linear Foot	9,000	\$ 1.50	\$ 13,500.00

32	Remove Grease per the specifications 12" sewers	Linear Foot	4,000	\$ 1.50	\$ 6,000.00
33	Remove Grease per the specifications 15" sewers	Linear Foot	500	\$ 1.50	\$ 750.00
34	Remove Grease per the specifications 18" sewers	Linear Foot	500	\$ 1.50	\$ 750.00
35	Remove Grease per the specifications 21" sewers	Linear Foot	500	\$ 1.60	\$ 800.00
36	Remove Grease per the specifications 24" sewers	Linear Foot	500	\$ 1.60	\$ 800.00
37	Remove Grease per the specifications 30" sewers	Linear Foot	500	\$ 1.60	\$ 800.00
38	Remove Grease per the specifications 36" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
39	Remove Grease per the specifications 42" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
40	Remove Grease per the specifications 48" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
41	Remove Grease per the specifications 54" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
42	Remove Grease per the specifications 60" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
43	Clean Manholes per the specifications	Vertical Foot	500	\$ 5.00	\$ 2,500.00
44	Clean Manholes – Remove stabilized debris	Per MH	100	\$ 200.00	\$ 20,000.00
	Total (Lines 1- 44)				\$ 469,237.50

Service: Off Road or In Small Quantities

Item No.	Description: Off Road or In Small Quantities	Unit	Estimated Quantities	Unit Price	Total Price
45	Clean (normal) per the specifications 6" sewers	Linear Foot	1000	\$1.50	\$ 1,500.00
46	Clean (normal) per the specifications 8" sewers	Linear Foot	360,000	\$1.35	\$ 486,000.00
47	Clean (normal) per the specifications 10" sewers	Linear Foot	3,000	\$1.50	\$ 4,500.00
48	Clean (normal) per the specifications 12" sewers	Linear Foot	1,900	\$1.50	\$ 2,850.00
49	Clean (normal) per the specifications 15" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
50	Clean (normal) per the specifications 18" sewers	Linear Foot	500	\$ 2.75	\$ 1,375.00
51	Clean (normal) per the specifications 21" sewers	Linear Foot	500	\$ 2.75	\$ 1,375.00
52	Clean (normal) per the specifications 24" sewers	Linear Foot	500	\$ 2.75	\$ 1,375.00
53	Clean (normal) per the specifications 30" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
54	Clean (normal) per the specifications 36" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
55	Clean (normal) per the specifications 42" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
56	Clean (normal) per the specifications 48" sewers	Linear Foot	500	\$ 2.50	\$ 1,250.00
57	Clean (normal) per the specifications 54" sewers	Linear Foot	500	\$ 3.00	\$ 1,500.00
58	Clean (normal) per the specifications 60" sewers	Linear Foot	500	\$ 4.00	\$ 2,000.00

59	Clean (heavy) per the specifications 6" sewers	Linear Foot	250	\$ 3.00	\$ 750.00
60	Clean (heavy) per the specifications 8" sewers	Linear Foot	25,000	\$ 2.50	\$ 62,500.00
61	Clean (heavy) per the specifications 10" sewers	Linear Foot	10,000	\$ 2.50	\$ 25,000.00
62	Clean (heavy) per the specifications 12" sewers	Linear Foot	4,000	\$ 2.50	\$ 10,000.00
63	Clean (heavy) per the specifications 15" sewers	Linear Foot	500	\$ 2.75	\$ 1,375.00
64	Clean (heavy) per the specifications 18" sewers	Linear Foot	500	\$ 3.75	\$ 1,875.00
65	Clean (heavy) per the specifications 21" sewers	Linear Foot	500	\$ 3.75	\$ 1,875.00
66	Clean (heavy) per the specifications 24" sewers	Linear Foot	500	\$ 3.75	\$ 1,875.00
67	Clean (heavy) per the specifications 27" sewers	Linear Foot	500	\$ 3.75	\$ 1,875.00
68	Clean (heavy) per the specifications 30" sewers	Linear Foot	500	\$ 4.00	\$ 2,000.00
69	Clean (heavy) per the specifications 36" sewers	Linear Foot	500	\$ 5.00	\$ 2,500.00
70	Clean (heavy) per the specifications 48" sewers	Linear Foot	500	\$ 6.00	\$ 3,000.00
71	Clean (heavy) per the specifications 54" sewers	Linear Foot	500	\$ 8.00	\$ 4,000.00
72	Clean (heavy) per the specifications 60" sewers	Linear Foot	500	\$ 10.00	\$ 5,000.00
73	Remove Grease per the specifications 6" sewers	Linear Foot	250	\$ 1.25	\$ 312.50
74	Remove Grease per the specifications 8" sewers	Linear Foot	20,000	\$ 1.60	\$ 32,000.00
75	Remove Grease per the specifications 10"sewers	Linear Foot	9,000	\$ 1.75	\$ 15,750.00
76	Remove Grease per the specifications 12" sewers	Linear Foot	4,000	\$ 1.75	\$ 7,000.00
77	Remove Grease per the specifications 15" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
78	Remove Grease per the specifications 18" sewers	Linear Foot	500	\$ 1.75	\$ 875.00
79	Remove Grease per the specifications 21" sewers	Linear Foot	500	\$ 1.85	\$ 925.00
80	Remove Grease per the specifications 24" sewers	Linear Foot	500	\$ 1.85	\$ 925.00
81	Remove Grease per the specifications 30" sewers	Linear Foot	500	\$ 1.85	\$ 925.00
82	Remove Grease per the specifications 36" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
83	Remove Grease per the specifications 42" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
84	Remove Grease per the specifications 48" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
85	Remove Grease per the specifications 54" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00

86	Remove Grease per the specifications 60" sewers	Linear Foot	500	\$ 2.00	\$ 1,000.00
87	Clean Manholes per the specifications	Vertical Foot	500	\$ 5.00	\$ 2,500.00
88	Clean Manholes – Remove stabilized debris	Per MH	100	\$ 250.00	\$ 25,000.00
	Total (Lines 45 - 88)				\$ 723,312.50

Item No	Service Description	Unit	Estimated Quantities	Unit Price	Total Price
	CCTV – Camera Inspection				
89	Sewer Line TV Inspection Up to 12"	Linear Foot	10,000	\$ 1.25	\$ 12,500.00
90	Sewer Line TV Inspection 13" to 18"	Linear Foot	36,000	\$ 1.25	\$ 45,000.00
91	Sewer Line TV Inspection 19" to 27"	Linear Foot	360,000	\$ 0.50	\$ 180,000.00
92	Sewer Line TV Inspection 28" to 36"	Linear Foot	10,000	\$ 1.25	\$ 12,500.00
93	Sewer Line TV Inspection 37" to 50"	Linear Foot	5,000	\$ 1.25	\$ 6,250.00
94	Sewer Line TV Inspection 51" to 60"	Linear Foot	5,000	\$ 1.25	\$ 6,250.00
95	TISCIT Inspection - 24" to 36"	Linear Foot	1,000	\$ 3.00	\$ 3,000.00
96	TISCIT Inspection - 37" – 50"	Linear Foot	1,000	\$ 4.00	\$ 4,000.00
97	TISCIT Inspection - 51" - 72"	Linear Foot	1,000	\$ 4.00	\$ 4,000.00
	Total (Lines 89 - 97)		430,000		\$ 273,500.00
	Manhole Inspections				
98	MACP Level 1	Per MH	50,000	\$ 55.00	\$ 2,750,000.00
99	MACP Level 2 - Pole Cam Inspections	Per MH	5,000	\$ 100.00	\$ 500,000.00
	Total (Lines 98 - 99)		55,000		\$ 3,250,000.00
	Smoke Testing				
100	Smoke Test Leak Detection (Minimum 10,000 LF)	Linear Foot	10,000	\$ 0.45	\$ 4,500.00
101	Smoke Test Leak Detection (Less than 10,000 LF)	Per Hour	5,000	\$ 0.65	\$ 3,250.00
	Total (Lines 100 - 101)				\$ 7,750.00
	Dye Floods				
102	Dye Flood Testing	Per Test	5,000	\$ 50.00	\$ 250,000.00
	TOTALS:				

	Total (Lines 1- 44)				\$ 469,237.50
	Total (Lines 45 - 88)				\$ 723,312.50
	Total (Lines 89 - 97)				\$ 273,500.00
	Total (Lines 98 - 99)				\$ 3,250,000.00
	Total (Lines 100 - 101)				\$ 7,750.00
	Total (Line 102)				\$ 250,000.00
	Grand Total – (Lines 1 THRU 102)				\$ 4,973,800.00

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer through a Notice To Proceed and to fully complete all work under this Contract within the agreed upon days specified in a written Task Order for each task.

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

EXHIBIT D

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

197339

EEV/Basic Pilot Program* User Identification Number

BY:  Authorized Officer of Agent

(Insert Contractor Name) Video Industrial Services, Inc.

Executive Vice President

Title of Authorized Officer or Agent of Contractor

Drew Mahan

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 2 day of October, 2019Notary Public: Toni BallingerCounty: JeffersonCommission Expires: 9/9/2020

TONI N BALLINGER
Notary Public
Alabama State at Large

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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


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]**

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

461205

EEV/Basic Pilot Program* User Identification Number


 BY: Authorized Officer of Agent
 (Insert Subcontractor Name)

President/CEO

Title of Authorized Officer or Agent of Subcontractor

Shelitha Robertson

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 2 day of Oct., 2019

Notary Public:

County:

Commission Expires:

April 6, 2021

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

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


FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: The Renee Group, Inc.

Utility Contractor's Name: Shelitha Renee Robertons

Expiration Date of License: 04/30/2021

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

Signed: _____

Date: 10-2-19

(ATTACH COPY OF LICENSE)



Above is your wall certificate license. A pocket-sized license card is below.

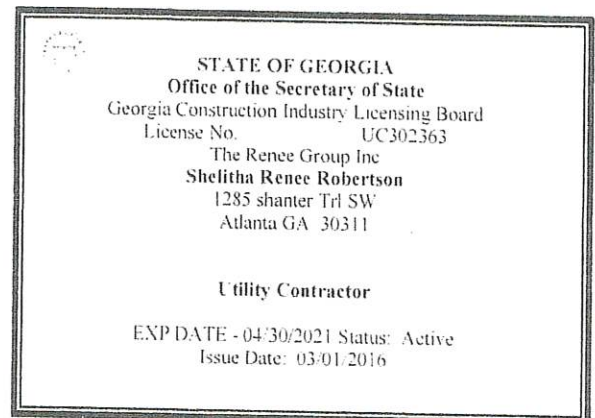
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

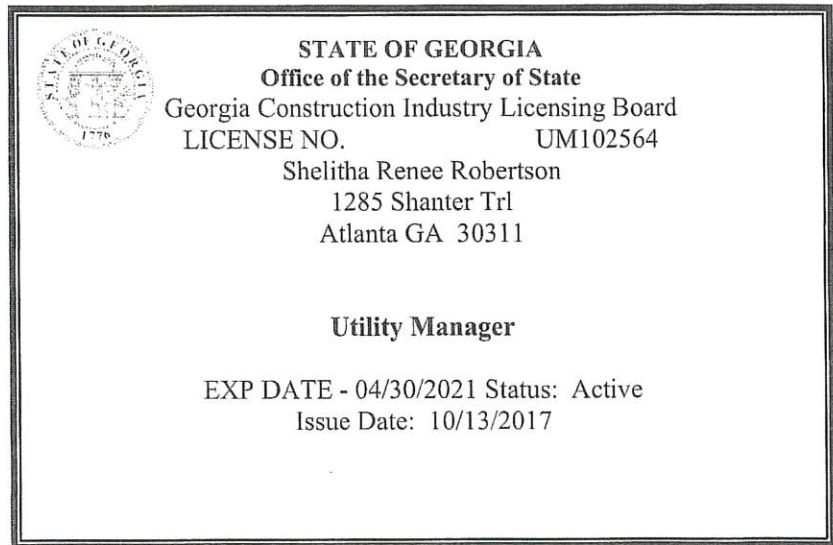
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

The Renee Group Inc
1285 shanter Trl SW
Atlanta GA 30311





Above is your wall certificate license. A pocket-sized license card is below.

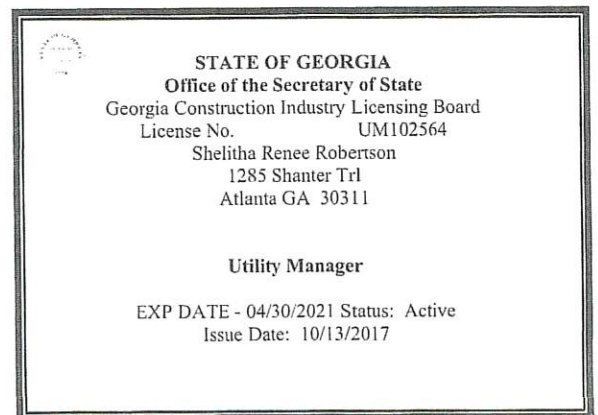
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

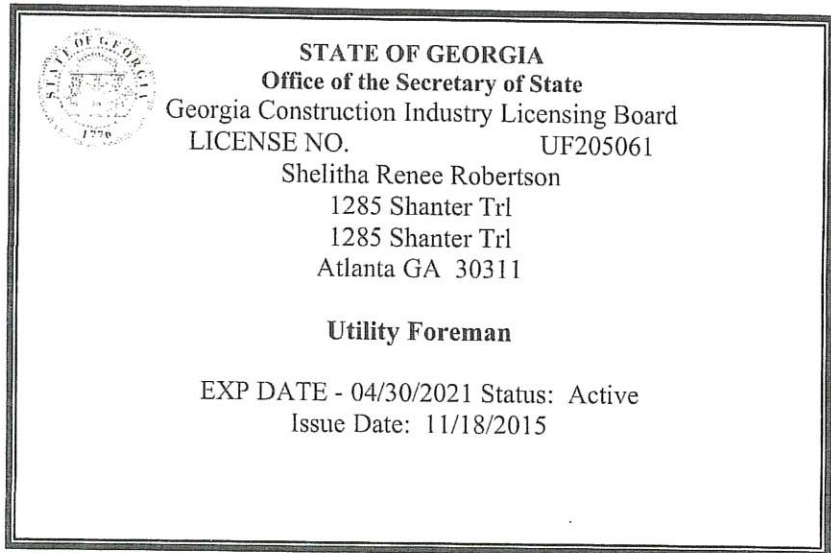
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
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Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Shelitha Renee Robertson
1285 Shanter Trl
Atlanta GA 30311





Above is your wall certificate license. A pocket-sized license card is below.

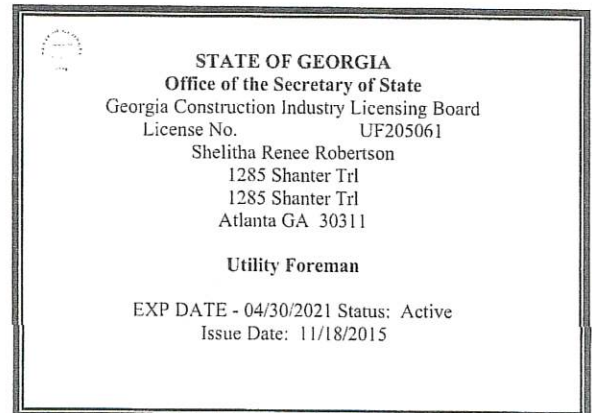
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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

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Shelitha Renee Robertson
1285 Shanter Trl
Atlanta GA 30311



Verification of License



The Office of Secretary of State

April 21, 2017

Verification of Licensure

The Renee Group Inc.
3440 Oakcliff Road, Ste. 112
Doraville, Ga. 30340
ATTN: Yvette Pollard

Name: The Renee Group Inc
Type of License: Utility Contractor
License No.: UC302363
Date Issued: 03/01/2016
Obtained By: Application
Expiration Date: 04/30/2019
Public Sanction: None

TO WHOM IT MAY CONCERN:

Before the undersigned official, authorized to administer oaths, came Lisa W. Durden, who deposes and swears as follows:

- (1) That she is the Division Director of the Professional Licensing Boards in the Office of the Secretary of State, State of Georgia; and
- (2) That in such capacity she maintains the records of the Georgia State Board of Construction, a state professional licensing board;
- (3) That a diligent search of the records of the Construction Industry Licensing Board has been made and it has been determined that the above referenced Utility Contractor is licensed in the State of Georgia; and
- (4) If this verification indicates that a board order exists, please visit our website at <https://secure.sos.state.ga.us/myverification/> to obtain a copy of the board order.

Lisa W. Durden
Division Director

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Drew Mahan	Executive Vice President	7721 2nd Ave N Birmingham, AL 35206
Phillip Bell	Vice President	7721 2nd Ave N Birmingham, AL 35206

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

Video Industrial Services, Inc. has been in business since 1985. VIS is a wholly owned subsidiary of the Carylon Corporation, which has been in business for over 70 years.

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

(i)	No
(ii)	No
(iii)	No

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 2 day of OCTOBER, 2019

Drew Mahan 10/2/19
(Legal Name of Proponent) (Date)

[Signature] 10/2/19
(Signature of Authorized Representative) (Date)

Executive Vice President
(Title)

Sworn to and subscribed before me,

This 2 day of October, 2019

[Signature] _____
(Notary Public) (Seal)

Commission Expires 9/9/2020

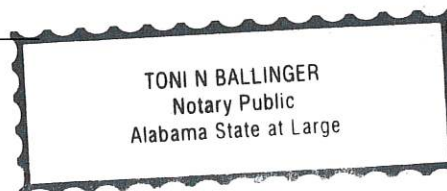


EXHIBIT E

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Drew Mahan),
Name

Executive Vice President

Title

Video Industrial Services, Inc.

Firm Name

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

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

NAME: Drew Mahan

TITLE: Executive Vice President

SIGNATURE: 

ADDRESS: 7721 2nd Ave N Birmingham, AL 35206

PHONE NUMBER: 205-798-0300

EMAIL: dmahan@videoindustrial.com

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	2	1	1	1	1		1	1										
FIRST/MID LEVEL OFFICIALS and MANAGERS	2	2	2	1	1		2		1									
PROFESSIONALS							1											
TECHNICIANS					3	2	15	6	16	3	1							
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS							1											
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME: The Renee Group, Inc.

ADDRESS: 305 Selig Dr., SW, Atlanta, GA 30336

CONTACT NAME: Aaron Jefferson, President of Operations

EMAIL: ajefferson@thereneegroup.com

PHONE NUMBER: 470-282-3851

SUBMITTED BY: Aaron Jefferson

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	2				2													
FIRST/MID LEVEL OFFICIALS and MANAGERS	3		1		2		1											
PROFESSIONALS																		
TECHNICIANS	12		10		2		10											
SALES WORKERS	1				1													
ADMINISTRATIVE SUPPORT WORKERS	0	4	0	2		2		2										
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	40	1	35		4	1	30											
SERVICE WORKERS																		
TOTAL	58	5	43	2	11	3	41	2										

FIRM'S NAME: Video Industrial Services, Inc.

ADDRESS: 7721 2nd Ave N Birmingham, AL 35206

CONTACT NAME: Drew Mahan

EMAIL: dmahan@videoindustrial.com

PHONE NUMBER: 205-798-0300

SUBMITTED BY: Drew Mahan

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Video Industrial Services, Inc.

ITB/RFP Name & Number: 19ITB120718A-Sewer System Cleaning

- My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ☐ is not ☒ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):
\$ _____ or 80 %
- This highlighted information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name	Business Name	Business Name
_____	_____	_____
% of JV _____	% of JV _____	% of JV _____
Ethnicity _____	Ethnicity _____	Ethnicity _____
Gender _____	Gender _____	Gender _____
Phone# _____	Phone# _____	Phone# _____

- Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: The Renee Group, Inc

ADDRESS: 305 Selig Dr SW
Atlanta, GA 30336

PHONE: 407-282-3851

CONTACT PERSON: Shelitha Robertson

ETHNIC GROUP*: AABE **COUNTY CERTIFIED**** Yes

WORK TO BE PERFORMED: Sewer System Cleaning, Manhole Inspections, Smoke Testing

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** 10 %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME: Underground Consulting, LLC
ADDRESS: PO Box 1691 Clanton, AL 35046
PHONE: 205-504-2499
CONTACT PERSON: Rachella Mahan
ETHNIC GROUP*: WFBE COUNTY CERTIFIED** No
WORK TO BE PERFORMED: Manhole Inspections, Smoke Testing
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: 10 %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)**Total Percentage Value: (%)** 20

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: **Title:** Executive Vice President**Business or Corporate Name:** Video Industrial Services, Inc.**Address:** 7721 2nd Ave N

Birmingham, AL 35206

Telephone: (205) 798-0300**Fax Number:** (205) 798-6211**Email Address:** dmahan@videoindustrial.com

Total Dollar Value of Subcontractor Agreements: (\$)**Total Percentage Value: (%)**

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:**Title:**

CEO

Business or Corporate Name: The Renee Group, Inc.**Address:** 7721 2nd Ave North, Birmingham, AL 35206**Telephone:** 205-798-0300**Fax Number:** 205-798-6211**Email Address:** mmcmullin@videoindustrail.com; ajefferson@thereneegroup.com

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: VIS, INC
(Name of Prime Contractor Firm)

From: UNDERGROUND CONSULTING, LLC
(Name of Subcontractor Firm)

ITB/RFP Number: ITB19120718A-FB

Project Name: SEWER SYSTEM CLEANING

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
MH INSPECTIONS			\$500,000
SMOKE TESTING			\$10,000

VIS
(Prime Bidder)

Signature [Signature]

Title EXECUTING VP

Date 10/2/19

UNDERGROUND CONSULTING
(Subcontractor)

Signature [Signature]

Title PROJECT

Date 10/2/19

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: Video Industrial Services

(Name of Prime Contractor Firm)

From: The Renee Group, Inc.

(Name of Subcontractor Firm)

ITB/RFP Number: 19ITB120718A-FB

Project Name: Sewer System Cleaning and Manholes Cameral Inspection Services

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
CCTV video inspection and cleaning of sewer lines and manholes			

Video Industrial Services

(Prime Bidder)

Signature _____

Title Business Development Manager

Date October 2, 2019

The Renee Group, Inc.

(Subcontractor)

Signature _____

Title President/CEO

Date October 2, 2019

EXHIBIT – E PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	Sewer System Cleaning and Manholes Camera Inspection Services	
FROM:		PROJECT NUMBER:	19ITB120718A-FB	
TO:		PROJECT LOCATION:	Fulton County	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:	Video Industrial Services					
Address:	7721 2nd Ave North, Birmingham, AL 35206					
Telephone #:	205-798-0300					

AMOUNT OF REQUISITION THIS PERIOD: \$
 TOTAL AMOUNT REQUISITION TO DATE: \$
 TOTAL AMOUNT REQUISITION TO DATE: \$

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending
The Renee Group, Inc.						

Executed By: Shelita Robertson (Printed Name)

Notary: Jacqueline White Date: 10-2-19 My Commission Expires: April 6 2021



EXHIBIT F

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 4

INSURANCE AND RISK MANAGEMENT PROVISIONS
SEWER SYSTEM CLEANING W/MANHOLE SERVICE

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.

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- VII 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 Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

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, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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
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).

*Include Broadened Pollution-Endorsement CA9948 and MCS90

4. UMBRELLA LIABILITY

Per Occurrence/Aggregate	\$2,000,000/\$2,000,000
--------------------------	-------------------------

5. CONTRACTORS POLLUTION LIABILITY

Each Occurrence	\$1,000,000
-----------------	-------------

Applicable to the work being performed.

To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period. To include Non-owned Waste Disposal Site Endorsement)

*If Broadened Pollution on Auto is not included, to be included by evidence of Transit coverage under the Pollution Policy**

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) using ISO Additional Insured Endorsement form CG 2010 (11/85) version), its' equivalent or on a blanket basis.

In order to make sure that the County and Contractor are provided with protection and to verify the availability of insurance the Additional Insured Box must be marked "Y" for Commercial General Liability, Automobile Liability and Umbrella and the Subrogation Waiver Box must be marked "Y" for Workers Compensation and Employer's Liability.

The Contractor/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 shall be sent to:

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

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 Scope of Work.

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).

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 performed.

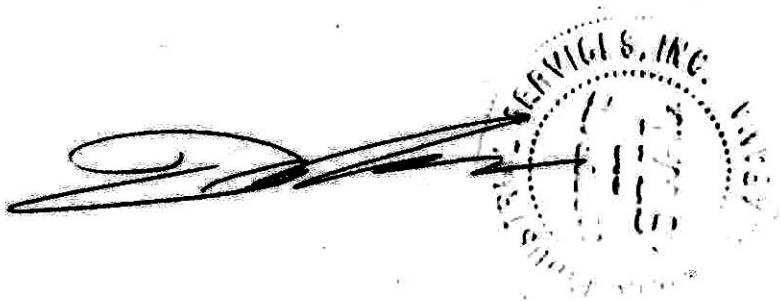
Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

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

COMPANY: Video Industrial Services, Inc. SIGNATURE: 

NAME: Drew Mahan TITLE: Executive Vice President

DATE: 1/7/20



A handwritten signature in black ink is written over a circular stamp. The signature is stylized, starting with a large loop and ending with a horizontal stroke. The circular stamp is also in black ink and contains the text "SERVING S. INC." around the top edge. In the center of the stamp, the date "11/13" is visible, with "11" on the top line and "13" on the bottom line. The stamp appears to be a date stamp or a company seal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Christina Zumrick, Client Service Manager PHONE (A/C, No, Ext): 630.694.5458 FAX (A/C, No): E-MAIL ADDRESS: Christina_zumrick@ajg.com														
INSURED VIDEO INDUSTRIAL SERVICES, INC 7721 2nd Avenue North Birmingham, AL 35206	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C : American Guarantee and Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Zurich Insurance Company	40142	INSURER C : American Guarantee and Liability Ins Co	26247	INSURER D : Lexington Insurance Company	19437	INSURER E : Indian Harbor Insurance Company	36940	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 642353816**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Incl <input checked="" type="checkbox"/> XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLO 9377201-16	10/31/2019	10/31/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP 9377199-16	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y		AUC 5916947-14	10/31/2019	10/31/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC 9377202-16 WC0122619-04	10/31/2019 10/31/2019	10/31/2020 10/31/2020	<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
D E	Pollution Liability Professional Liability			CPO15012758 CEO744637901	10/31/2019 10/31/2019	10/31/2020 10/31/2020	Pollution Liability \$10,000,000 Prof Liability \$5,000,000

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

RE: Project: INVITATION TO BID 191TB120718A-FB, SEWER SYSTEM CLEANING AND MANHOLES CAMERA INSPECTION SERVICES
 Fulton County Government, Its Officials, Officers and Employees are shown as Additional Insured solely with respect to General Liability coverage on Primary non-contributory basis and Auto Liability coverages as evidenced herein as required by written contract with respect to work performed by the Named Insured. A waiver of subrogation in favor of certificate holder is included under the Workers Compensation coverage as evidenced herein as required by written contract. Umbrella Follows Form.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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Additional Insured - Owners, Lessees Or Contractors - Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-16	10/31/2019	10/31/2020	10/31/2019	24059000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization :	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM	

- A. Section II - Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Scheduled

0

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-16	10/31/2019	10/31/2020	10/31/2019	24059000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRED THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM	

Section II - Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

Policy Number
GLO 9377201-16

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured CARYLON CORPORATION

Effective Date: 10- 31-19

12:01 AM., Standard Time

Agent Name GALLAGHER

Agent 24059- 000
RIU..
**24059-
000**

BLANKET NOTICE TO OTHERS OF CANCELLATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:

1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:

A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;

2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;

3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND

4. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.

B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED

INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.

C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

1. EXTEND THE COVERAGE PART CANCELLATION DATE;

2. NEGATE THE CANCELLATION; OR

3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number
GLO 9377201-16

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	CARYLON CORPORATION	Effective Date:	10-31-19
		12:01 AM., Standard Time	
Agent Name	GALLAGHER	Agent	24059 000
NAMED INSURED			

CARYLON CORPORATION
VIDEO INDUSTRIAL SERVICES, INC.
ACE PIPE CLEANING, INC.
NATIONAL PLANT SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
NATIONAL POWER RODDING CORP.
ODESCO INDUSTRIAL SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL WATER MAIN CLEANING COMPANY
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
BIO-NOMIC SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
BEARY PROPERTIES, INC.
DEEP SOUTH SOLUTIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
SELECT TRANSPORTATION, INC.
VIDEO PIPE SERVICES, INC.
NATIOINAL INDUSTRIAL MAINTENANCE - MICHIGAN, INC.
BEARY MANAGEMENT SERVICES, INC.

POLICYNUMBER:GLO 9377201-16

COMMERCIAL GENERAL LIABILITY
CG25030509**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Construction Project(s):**

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

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

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



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

POLICY NUMBER: GLO 9377201-16

COMMERCIAL GENERAL LIABILITY
CG 02 2410 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60__

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 9377201-16	10/31/2019	10/31/2020		24059000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Other Insurance Amendment - Primary And Non-Contributory

ZURICH')

Policy No.	I	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-16 I		10/31/2019	10/31/2020	10/31/2019	24059000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Carylon Corporation

Address (including ZIP Code): 2500 Arthington; Chicago, IL 60612

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

- a.** The additional insured is a Named Insured under such other insurance; and
- b.** You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

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

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 0313

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

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

WC 00 0313

(Ed. 4-84)

o 1983 National Council on Compensation Insurance.

Policy Number
BAP 9377199-16

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	CARYLON CORPORATION	Effective Date:	10 - 31-19
			12:01 A.M., Standard Time
Agent Name	GALLAGHER	Agent No.	24059-000

NAMED INSURED

CARYLON CORPORATION
ACE PIPE CLEANING, INC.
BEARY PROPERTIES, INC.
BIO-NOMIC SERVICES, INC.
DEEP SOUTH INDUSTRIAL SERVICES, INC.
DEEP SOUTH SOLUTIONS, INC.
METROPOLITAN ENVIRONMENTAL SERVICES, INC.
MOBILE DREDGING & VIDEO PIPE, INC.
NATIONAL INDUSTRIAL MAINTENANCE, INC.
NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC.
NATIONAL PLANT SERVICES, INC.
NATIONAL POWER RODDING CORP.
NATIONAL WATER MAIN CLEANING COMPANY
ODESCO INDUSTRIAL SERVICES, INC.
ROBINSON PIPE CLEANING CO.
ROBINSON PIPE SERVICES, INC.
SEWER SYSTEM EVALUATIONS, INC.
SPECIALIZED MAINTENANCE SERVICES, INC.
VIDEO INDUSTRIAL SERVICES, INC.
SELECT TRANSPORTATION, INC.
BEARY MANAGEMENT SERVICES, INC.
NATIONAL INDUSTRIAL MAINTENANCE -
MICHIGAN, INC.
VIDEO PIPE SERVICES, INC.

POLICY NUMBER: BAP 9377199-16

COMMERCIAL AUTO
CA 04441013**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CARYLON CORPORATION**Endorsement Effective Date:** 10/31/2019**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

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

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ZURICH

ENDORSEMENT	
Insurance for this coverage part provided by:	Policy Number
ZURICH AMERICAN INSURANCE COMPANY	BAP 9377199-16
	Renewal of Number
	BAP 9377199-15

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL AUTO COVERAGE PART

- A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
 - A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR
 - B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
 2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
 3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
 4. MUST BE ACCURATE.
- SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.
- B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
- C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
- D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:
1. EXTEND THE COVERAGE PART CANCELLATION DATE;
 2. NEGATE THE CANCELLATION; OR
 3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
- E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.