AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: Veolia North America, LLC.

Contract No.: 19RFP090419K-DB, Operation & Maintenance Services for Waste Water Facilities & Pump Stations

Address:387 18th Street, NWCity, StateAtlanta, GA 30363

Telephone: 678-925-6057

Email: joseph.tackett@veolia.com

Contact: Joseph Tackett, Senior Vice President

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Veolia North America, LLC., to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton, dated 19th day of February 2020, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the existing contract to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 18th, 2025; Item #25-XXXX.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 2 to Form of Contract is effective July 6, 2025, through November 3, 2025. This Amendment is entered into by and between Fulton County and Veolia North America, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 2 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America operates all of the North Fulton assets, including 3 wastewater treatment facilities, all wastewater lift stations, and all water pump stations. The extension will continue the same three financial elements of the original contract - a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. This contract extension will allow for Veolia Water North America-South to continue to operate these facilities without interruption.

- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$7,381,500.47 (Seven Million Three Hundred Eighty-One Thousand Five Hundred Forty-Seven Cents).
- 3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
- 4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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:

ATTEST:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VEOLIA NORTH AMERICA, LLC

Robert L. Pitts, Chairman Fulton County Board of Commissioners Joseph Tackett, Senior Vice President

ATTEST:

Secretary/

ATTEST:

Assistant Secretary

(Affix Corporate Seal)

Tonya R. Grier Clerk to the Commission

(Affix County Seal)

David Clark, Director Public Works Department

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:	RM:	ITEM#:	_2 ND RM:
REGULAR MEETING		SECOND REGULAR MEETING	