



**FULTON
COUNTY**

**AMENDMENT #5
CONTRACT TO FORM**

#19RFP090419K-DB

**OPERATIONS & MAINTENANCE
SERVICES FOR WASTEWATER
FACILITIES & PUMP
STATIONS...NFSA**

For

DEPARTMENT OF PUBLIC WORKS

AMENDMENT NO. 5 TO FORM OF CONTRACT

Contractor: **Veolia Water North America-South, LLC**

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

Address: **387 18th Street, NW**
City, State **Atlanta, GA 30363**

Telephone: **678-925-6057**

Email: joseph.tackett@veolia.com

Contact: **Joseph Tackett,
Senior Vice President**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Veolia Water North America-South, 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 March 18, 2026, BOC Item #26-0168.

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

This Amendment No. 5 to Form of Contract is effective April 1, 2026, through September 30, 2026, or until services are no longer required as determined by Fulton County after June 30, 2026 with 60-days notice. This Amendment is entered into by and between Fulton County and Veolia Water North America - South, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 5 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America-South LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping stations, forth-six (46) air release valves, and five (5) potable water pump stations. The contract was

initially awarded by the Board of Commissioners on February 19, 2020, as BOC Agenda #20-0133 with an initial term of the contract between July 6, 2020, through July 5, 2025. A 120-day extension was approved by the Board of Commissioners on June 18, 2025, as BOC Agenda #25-0477 that resulted in the contract date being extended to November 3, 2025. A second extension for 57 days was approved on October 15, 2025, as BOC Agenda #25-0787, which extended the contract date to December 31, 2025. A third extension for 90 days was approved on December 17, 2025, as BOC Agenda #25-0981, which extended the contract date to March 31, 2026.

This fourth contract extension will continue the same three financial elements of the original contract, which include a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. Additional information regarding each of the three financial elements is below:

- The Fixed Service Fee is the amount charged by the contractor to operate and maintain all of the North Fulton Managed Assets in compliance with the terms of the contract.
- The Maintenance Allowance will be used to repair/replace major equipment or upgrade the Managed Assets at the County's sole discretion.
- The Contingency Allowance will be used to finance unforeseen and variable expenses during the term at the County's sole discretion.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$12,470,486.61 (Twelve Million Four Hundred Seventy Thousand Four Hundred Eighty-Six Dollars and Sixty-one Cents) approved by BOC.
3. **LIABILITY OF COUNTY:** This Amendment No. 5 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. 5 TO FORM OF CONTRACT:** Except as modified by this Amendment No 5 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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VEOLIA WATER NORTH AMERICA-SOUTH, LLC

Robert L. Pitts
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Joseph A. Tackett
Joseph Tackett, Chief Executive Officer, Municipal Water Contract Operations Veolia North America

ATTEST:

Tonya R. Grier
Tonya R. Grier
Clerk to the Commission
(Affix County Seal)



APPROVED AS TO FORM:

Kaye Burwell
Office of the County Attorney

APPROVED AS TO CONTENT:

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

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: <u>26-0168</u> 2 ND RM: <u>03/18/2026</u> SECOND REGULAR MEETING
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POLICY NUMBER: RM5GL00068252

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Certificate Of Completion

Envelope Id: 239414A2-8991-45BC-8AD3-87BB015C0471

Status: Completed

Subject: 19RFP090419K-DB Amendment 5 to Veolia

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 7

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Darlene Banks

AutoNav: Enabled

Stamps: 1

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Atlanta, 30303

darlene.banks@fultoncountyga.gov

IP Address: 134.231.232.250

Record Tracking

Status: Original

Holder: Darlene Banks

Location: DocuSign

3/18/2026 1:34:29 PM

darlene.banks@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Joseph A. Tackett

joseph.tackett@veolia.com

President

Security Level: Email, Account Authentication (None)

Sent: 3/18/2026 1:45:19 PM

Resent: 3/23/2026 8:13:34 AM

Viewed: 3/23/2026 8:15:07 AM

Signed: 3/23/2026 9:36:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 166.196.54.47

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/18/2026 5:09:08 PM

ID: c1419823-15bb-47fe-8fd5-879dbaa63890

David Clark

david.clark@fultoncountyga.gov

Director

Public Works

Security Level: Email, Account Authentication (None)

Sent: 3/23/2026 9:36:34 AM

Viewed: 3/23/2026 9:48:49 AM

Signed: 3/23/2026 9:48:56 AM

Signature Adoption: Pre-selected Style

Using IP Address: 74.174.59.10

Electronic Record and Signature Disclosure:

Accepted: 11/13/2017 10:07:14 AM

ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

Kaye Burwell

kaye.burwell@fultoncountyga.gov

Deputy County Attorney

Security Level: Email, Account Authentication (None)

Sent: 3/23/2026 9:48:59 AM

Viewed: 4/1/2026 6:15:10 AM

Signed: 4/1/2026 6:44:10 AM

Signature Adoption: Pre-selected Style

Using IP Address: 74.174.59.10

Electronic Record and Signature Disclosure:

Accepted: 4/1/2026 6:18:01 AM

ID: 84e48701-1239-42d5-a821-594a5cc4d25f

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

Fulton County Government

Security Level: Email, Account Authentication (None)

Completed

Sent: 4/1/2026 6:44:13 AM

Viewed: 4/1/2026 7:19:24 AM

Signed: 4/1/2026 7:19:54 AM

Using IP Address: 74.174.59.10

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
 Accepted: 11/27/2017 10:39:37 AM
 ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts
 harriet.thomas@fultoncountyga.gov
 Chairman
 Fulton County
 Security Level: Email, Account Authentication
 (None)

Robert L. Pitts

Signature Adoption: Pre-selected Style
 Using IP Address: 74.174.59.10

Sent: 4/1/2026 7:19:56 AM
 Viewed: 4/1/2026 8:27:16 AM
 Signed: 4/1/2026 8:27:28 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/1/2026 8:27:16 AM
 ID: 09d892fe-1ee2-478f-9eb1-4193ff374b5a

Tonya Grier
 tonya.grier@fultoncountyga.gov
 Clerk to the Commission
 Fulton County Government
 Security Level: Email, Account Authentication
 (None)

Tonya Grier



Signature Adoption: Uploaded Signature Image
 Using IP Address: 74.174.59.10

Sent: 4/1/2026 8:27:30 AM
 Viewed: 4/1/2026 8:30:35 AM
 Signed: 4/1/2026 8:30:57 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/27/2025 8:21:47 AM
 ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Darlene Banks
 darlene.banks@fultoncountyga.gov
 Assistant Purchasing Agent
 Fulton County Government
 Security Level: Email, Account Authentication
 (None)

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Sent: 3/23/2026 9:36:33 AM
 Viewed: 3/23/2026 9:36:55 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Darlene Banks
 darlene.banks@fultoncountyga.gov
 Assistant Purchasing Agent
 Fulton County Government
 Security Level: Email, Account Authentication
 (None)

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Sent: 4/1/2026 8:31:00 AM

Electronic Record and Signature Disclosure:
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Carbon Copy Events**Status****Timestamp**

Dian DeVaughn
 dian.devaughn@futoncountyga.gov
 Security Level: Email, Account Authentication
 (None)

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Sent: 4/1/2026 8:31:01 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/18/2026 1:45:19 PM
Envelope Updated	Security Checked	3/23/2026 8:13:29 AM
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Envelope Updated	Security Checked	3/23/2026 8:13:29 AM
Envelope Updated	Security Checked	3/23/2026 8:13:29 AM
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Envelope Updated	Security Checked	3/23/2026 8:13:29 AM
Envelope Updated	Security Checked	3/23/2026 8:13:29 AM
Envelope Updated	Security Checked	3/23/2026 8:13:29 AM
Certified Delivered	Security Checked	4/1/2026 8:30:35 AM
Signing Complete	Security Checked	4/1/2026 8:30:57 AM
Completed	Security Checked	4/1/2026 8:31:01 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.