



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**25ITB1482633A-JWT**

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

**For  
Public Works**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. SERVICES PROVIDED BY COUNTY
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 10. PERSONNEL AND EQUIPMENT
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. DISPUTES
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 15. WAIVER OF BREACH
- ARTICLE 16. INDEPENDENT CONTRACTOR
- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
- ARTICLE 18. INDEMNIFICATION
- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 20. INSURANCE
- ARTICLE 21. PROHIBITED INTEREST
- ARTICLE 22. SUBCONTRACTING
- ARTICLE 23. ASSIGNABILITY
- ARTICLE 24. ANTI-KICKBACK CLAUSE
- ARTICLE 25. AUDITS AND INSPECTORS
- ARTICLE 26. ACCOUNTING SYSTEM
- ARTICLE 27. VERBAL AGREEMENT
- ARTICLE 28. NOTICES
- ARTICLE 29. JURISDICTION
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 31. FORCE MAJEURE
- ARTICLE 32. OPEN RECORDS ACT
- ARTICLE 33. INVOICING AND PAYMENT
- ARTICLE 34. TAXES
- ARTICLE 35. PERMITS, LICENSES AND BONDS
- ARTICLE 36. NON-APPROPRIATION
- ARTICLE 37. WAGE CLAUSE

*Exhibits*

- EXHIBIT A: GENERAL CONDITIONS
- EXHIBIT B: SPECIAL CONDITIONS
- EXHIBIT C: SCOPE OF WORK
- EXHIBIT D: COMPENSATION
- EXHIBIT E: PURCHASING FORMS
- EXHIBIT F: CONTRACT COMPLIANCE FORMS
- EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS

## CONTRACT AGREEMENT

Contractor: **Video Industrial Services, Inc.**

Contract No.: **25ITB1482633A-JWT, Sewer System Cleaning and Manhole Camera Inspection Services**

Address: **7721 2ND AVE N**  
City, State **Birmingham, AL 35206**

Telephone: **205-798-0300**

Email: [dmahan@videoindustrial.com](mailto:dmahan@videoindustrial.com)

Contact: **Drew Mahan**  
**President**

This Agreement made and entered into effective the 1st day of January, 2026 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 department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Sewer System Cleaning and Manhole 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: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: 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 17, 2025 and 25-0975.

## 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 Manhole 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 C, 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 C, 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 1<sup>st</sup> day of January 2026, the starting date, and shall end absolutely and without further

obligation on the part of the county on the 31<sup>st</sup> day of December 2026. 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:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2027	12-31-2027
2	12 months	01-01-2028	12-31-2028

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 D, 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 C, 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 there of, 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.** Consultant/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 Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/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 Consultant/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 Consultant/Contractor.

Consultant/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.

Consultant/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 Consultant/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 Consultant/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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Consultant/Contractor, at Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/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 Consultant/Contractor has complied with all of Consultant/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 Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/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 Consultant/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 G, 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: 404-612-7400  
Email: [David.clark@fultoncountyga.gov](mailto: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](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Video Industrial Services, Inc.  
7721 2ND AVE N, Birmingham, AL 35206  
Telephone: 205-798-0300  
Email: [dmahan@videoindustrial.com](mailto: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](mailto: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:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**Video Industrial Services, Inc.**

*Robert L. Pitts*

*Drew Mahan*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Drew Mahan  
President

ATTEST:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

*David Lowman*

Office of the County Attorney

APPROVED AS TO CONTENT:

*David Clark*

David Clark, Director  
Public Works

ITEM#: _____ RCS: _____	ITEM#: <u>25-0975</u> RM: <u>12/17/2025</u>
<b>REGULAR MEETING</b>	<b>SECOND REGULAR MEETING</b>

# **ADDENDA**



Date: September 22, 2025

Project Number: 25ITB1482633A-JWT

Project Title: Sewer System Cleaning and Manhole Camera Inspection

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

- Additional required forms are attached to this addendum. The additional required forms are Form C, Exhibit B2 and Exhibit C.

**ADDENDUM NO. 1**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No. 1, 22 day of September, 2025.

VIS, Inc.

\_\_\_\_\_  
Legal Name of Bidder/Proposer

A handwritten signature in black ink, appearing to read "J. [unclear] [unclear]", written over a horizontal line.

\_\_\_\_\_  
Signature of Authorized Representative

President

\_\_\_\_\_  
Title



Date: September 29, 2025

Project Number: 25ITB1482633A-JWT

Project Title: Sewer System Cleaning and Manhole Camera Inspection

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


- NASSCO PACP and MACP certification is required. Form D Georgia Professional License Certification form is attached. Please note, Form C is the Offeror's Disclosure Form and Questionnaire, and Form D is the Georgia Professional License Certification form.
- The estimated quantity for the Cityworks Support Senior Analyst is 10 hours. The updated Bid Form is attached.

## **ADDENDUM NO. 2**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No. 1, 29 day of September, 2025.

VIS, Inc.  
Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

President  
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**

### **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

# SCOPE OF WORK

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The Contractor shall provide

## 1.0 GENERAL - CLEANING

- 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 8-60 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 - cleaning of a sewer that has an average depth of foreign material, debris, and/or roots equal to less than 25 percent of the diameter of the pipe 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. Must notify Contract Administrator for Heavy Cleaning approval.
- 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
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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 from 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

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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 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.

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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.

## 8.0 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.

## 9.0 ACCEPTANCE OF COMPLETED WORK/POST INSPECTION

A. 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.

B. 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.

C. 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:

- i 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.
- ii The Contractor may re-clean all segments cleaned within the preceding thirty (30) days.

D. Acceptance of the work shall be made upon the successful completion of the quality inspection and approval by the County.

E. The County shall not be liable for payment to the Contractor for cleaning sewer segment that have not met the criteria for cleaning.

## 10.0 TRAFFIC CONTROL

D. 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.

E. No work shall be initiated until proper traffic control devices have been installed at the work site.

F. 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.

G. 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.

H. All traffic control devices shall be removed and normal traffic patterns restored at the end of each work day.

## 11.0 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.

## 12.0 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.

## 13.0 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

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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.

#### 14.0 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.

#### 15.0 MEASUREMENT AND PAYMENT

I. 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.

J. The Contractor will be paid the unit rates specified for manhole cleaning.

K. 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.

#### 16.0 ASSISTANCE PROVIDED BY THE COUNTY

L. Sewer system drawings will be provided, to the awarded bidder showing, the locations of the segments to be cleaned.

M. The County shall provide for the entering of private lands, public lands and rights-of-way.

N. The County shall provide access to fresh water at a location or locations to be mutually agreed upon by the County and Contractor. (See section 3.0-F)

O. The County shall locate and uncover hidden or buried manholes. However, Contractor shall attempt to locate the manhole.

#### 17.0 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.

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## 18.0 BID PRICING FORMS

Sewer line/manhole cleaning, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe/manhole. Unit prices are to be computed per linear foot manhole to manhole. Prices shall include post inspection services identified in Section 10.0.B.

## 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 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 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.

### 25.0 Quantities

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.

### 26.0 Report Deliverable Acceptance Format:

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- P. Microsoft Excel files for PACP data collection will be used as the monthly deliverable.
  - a 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.
  - b 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.
  - c 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.
- Q. PACP Videos will be named based on the pipe segment number. The accepted file format is .mpg with associated Access Database.
- R. 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.
- 4. 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.

## 27.0 Asset Auditing

### A. GIS Discrepancies

- a The contractor will perform an analysis of the newly collected data against the Fulton County GIS to identify discrepancies.
- b Discrepancies will be provided in excel spreadsheet format and delivered with each deliverable
- c Each spreadsheet will contain any discrepancies based on that deliverable.
- d Contractor will provide pipe diameter mismatches for PACP pipe inspection data
- e Contractor will provide pipe material mismatches for PACP pipe inspection data
- f Contractor will provide spatial discrepancies spreadsheets indicating GIS errors
- g Contractor will provide manhole depth mismatches for MACP manhole inspection data

### B. Asset Problems List

- S. The Contractor will perform a review of each deliverable to identify major defects in need of attention.
  - a Contractor will provide the problem list in Excel spreadsheet format

## 28.0 Cityworks Support

- 1. The Contractor shall have a qualified Cityworks analyst/programmer available on staff to assist Fulton County on an as needed hourly rate basis.

## 29.0 Engineering Support

- 1. The Contractor may be asked to provide consulting engineering services related to selection and performance basins and methods of identifying I/I sources.
  - T. The Contractor shall have a Georgia Licensed Professional Engineer on staff to assist in recommending basins for Sewer System Evaluation Survey (SSES)
  - U. The Engineer may be asked to analyze flow data and maintenance records to assist in prioritizing basins for study.

V. The Engineer shall assist in recommending method and location of testing to be performed based on the quantities of Inflow or Infiltration (I/I)

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant 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.

**SECTION 2 BID FORM**

1. **PRICING**
2. **Service: Light Cleaning of Sewer Main - material and debris equal to no more than 25% diameter of pipe**

<b>Item no.</b>	<b>Service Description</b>	<b>Unit</b>	<b>Estimated Quantities</b>	<b>Unit Price</b>	<b>Extended Price</b>
	<b>Light Cleaning</b>				
1	Clean (normal) per the specifications 8" to 12" sewers	L.F.	60,000	\$0.25	\$15,000.00
2	Clean (normal) per the specifications 13" to 18" sewers	L.F.	10,000	\$0.30	\$3,000.00
3	Clean (normal) per the specifications 19" to 27" sewers	L.F.	20,000	\$0.35	\$7,000.00
4	Clean (normal) per the specifications 30" to 36" sewers	L.F.	12,000	\$0.40	\$4,800.00
5	Clean (normal) per the specifications 42" to 48" sewers	L.F.	10,000	\$0.50	\$5,000.00
6	Clean (normal) per the specifications 54" to 60" sewers	L.F.	2,500	\$1.00	\$2,500.00
	<b>Heavy Cleaning of Sewer Main material and debris equal to more than 25% of pipe diameter</b>				
	<b>Heavy Cleaning</b>				
7	Clean (heavy) per the specifications 8" to 12" sewers	L.F.	2,500	\$1.00	\$2,500.00
8	Clean (heavy) per the specifications 13" to 18" sewers	L.F.	1,500	\$2.00	\$3,000.00
9	Clean (heavy) per the specifications 19" to 27" sewers	L.F.	2,000	\$3.00	\$6,000.00
10	Clean (heavy) per the specifications 30" to 36" sewers	L.F.	2,000	\$4.00	\$8,000.00
11	Clean (heavy) per the specifications 42" to 48" sewers	L.F.	2,000	\$5.00	\$10,000.00
12	Clean (heavy) per the specifications 54" to 60" sewers	L.F.	2,000	\$6.00	\$12,000.00
13	Clean Manholes per the specifications	Vertical ft	300	\$5.00	\$1,500.00
14	Clean Manholes – Remove stabilized debris	Per MH	100	\$100.00	\$10,000.00
	<b>Total (lines 1-14)</b>				\$90,300.00

	<b>CCTV – Camera Inspection</b>				
15	Sewer Line TV Inspection Up to 12"	L.F.	80,000	\$2.25	\$180,000.00
16	Sewer Line TV Inspection 13" to 18"	L.F.	15,000	\$2.25	\$33,750.00
17	Sewer Line TV Inspection 19" to 27"	L.F.	60,000	\$2.25	\$135,000.00
18	Sewer Line TV Inspection 30" to 36"	L.F.	30,000	\$2.50	\$75,000.00
19	Sewer Line TV Inspection 42" to 48"	L.F.	15,000	\$2.50	\$37,500.00
20	Sewer Line TV Inspection 54" to 60"	L.F.	3,000	\$3.00	\$9,000.00
21	TISCIT Inspection - 24" to 36"	L.F.	1,000	\$4.00	\$4,000.00
22	TISCIT Inspection - 42" – 48"	L.F.	1,000	\$4.00	\$4,000.00
23	TISCIT Inspection - 54" - 60"	L.F.	1,000	\$4.00	\$4,000.00
	<b>Total (Lines 15 - 23)</b>				\$482,250.00
	<b>Manhole Inspections</b>				
24	Manhole Condition Assessment (MACP Level 1)	Per MH	1,000	\$60.00	\$60,000.00
25	Manhole Condition Assessment (MACP Level 2) - Pole Camera Inspections	Per MH	100	\$100.00	\$10,000.00
	<b>Total (Lines 24 - 25)</b>				\$70,000.00
	<b>Smoke Testing</b>				
26	Smoke Test Leak Detection 8" to 12"	L.F.	10,000	\$0.40	\$4,000.00
27	Smoke Test Leak Detection 13" to 18"	L.F.	2,500	\$0.40	\$1,000.00
28	Smoke Test Leak Detection 20" to 24"	L.F.	1,000	\$0.40	\$400.00
29	Smoke Test Leak Detection 30" to 36"	L. F.	1,000	\$0.40	\$400.00
	<b>Total (Lines 26-29)</b>				\$5,800.00
30	Dye Flood Testing	Per Test	5	\$5.00	\$25.00
	<b>TOTALS:</b>				
	<b>Total (Lines 1-14)</b>				\$90,300.00
	<b>Total (Lines 15-23)</b>				\$482,250.00
	<b>Total (Lines 24-25)</b>				\$70,000.00
	<b>Total (Lines 26-29)</b>				\$5,800.00
	<b>Total (Line 30)</b>				\$25.00
	<b>Grand Total – (Lines 1 THRU 30)</b>				\$648,375.00
	<b>Hourly Rate Section</b>				\$9,750.00

	<b>Asset Auditing</b>	Hour	20	\$50.00	\$1,000.00
	<b>Cityworks support</b>				
	<b>Senior Analyst</b>	Hour	10	\$75.00	\$750.00
	<b>Engineering Support</b>	Hour	20	\$100.00	\$2,000.00
	Program Director	Hour	5	\$100.00	\$500.00
	Project Manager	Hour	10	\$75.00	\$750.00
	Senior Data Analyst	Hour	10	\$75.00	\$750.00
	Engineer I	Hour	20	\$100.00	\$2,000.00
	Engineer II	Hour	10	\$100.00	\$1,000.00
	GIS Analyst	Hour	10	\$100.00	\$1,000.00

# **EXHIBIT E**

## **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 services<sup>1</sup> under a contract with \_\_\_\_\_ on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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

[Signature]  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

President  
Title of Authorized Officer or Agent of Contractor

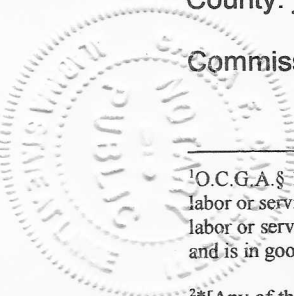
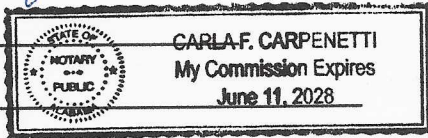
Drew Mahan  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13<sup>th</sup> day of October, 2025

Notary Public: Carla F. Carpenetti

County: St. Clair

Commission Expires: \_\_\_\_\_



<sup>1</sup>O.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.

<sup>2</sup>\*[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 services<sup>1</sup> under a contract with [insert name of prime contractor] behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

No Subcontractors Proposed

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.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.

<sup>2</sup>\*[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 C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors. Drew Mahan - President 7721 2nd Ave N Birmingham, AL

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.

VIS is a wholly owned subsidiary of the Carylon Corporation. President-Drew Mahan. Vice President-Phillip Bell. Mr. Mahan will provide overall project management and engineering support for this project.

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.

VIS has been in business since 1985, providing a full range of infrastructure and industrial maintenance, inspection, and rehabilitation services to municipalities, engineers, and industrial clients throughout the Southeast.

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 had within the last five (5) years: (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.

None

**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 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? No

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Drew Mahan - President

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: Utility Contractor

Professional License Number: UC302527

Expiration Date of License: 04/30/2027

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

Signed: Drew Mahan

Date: 10/13/2025

**(ATTACH COPY OF LICENSE)**

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

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

President  
Title

Video Industrial Services, Inc.  
Company 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:** President

**SIGNATURE:** 

**ADDRESS:** 7721 2nd Ave N Birmingham, AL 35206

**PHONE NUMBER:** 205-798-0300 **EMAIL:** dmahan@videoindustrial.com

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 4**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**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 higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

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- VI, 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	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
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
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>		
<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
<b>4. UMBRELLA LIABILITY</b>	Per Occurrence/Aggregate	\$1,000,000
(In excess of above noted coverage)		
<b>5. CONTRACTOR’S POLLUTION LIABILITY</b>	Per Occurrence	
\$1,000,000 <i>May be required applicable to work being performed.</i>		
<i>*Or by endorsement to General Liability Policy for sudden and accidental</i>		
<i>(To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period)</i>		
<i>If Broadened Pollution on Auto is not included, to be included by evidence of Transit Coverage under the Pollution Policy.</i>		

**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.

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 Government.

If Fulton County Government shall so request, the Contractor/Vendor shall 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.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**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).

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, 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 liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/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.

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

### **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: VIS, Inc. SIGNATURE: 

NAME: Drew Mahan TITLE: President

DATE: 10/13/25





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2026
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**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).**

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Christina Cunningham, SR. Client Service Mgr.</td> </tr> <tr> <td><b>PHONE (A/C. No. Ext):</b></td> <td><b>FAX (A/C. No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> christina_cunningham@ajg.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <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 : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER E : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER F : Zurich American Insurance Company of IL</td> <td>27855</td> </tr> </tbody> </table>	<b>CONTACT NAME:</b> Christina Cunningham, SR. Client Service Mgr.		<b>PHONE (A/C. No. Ext):</b>	<b>FAX (A/C. No):</b>	<b>E-MAIL ADDRESS:</b> christina_cunningham@ajg.com		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 : AIG Specialty Insurance Company	26883	INSURER E : Indian Harbor Insurance Company	36940	INSURER F : Zurich American Insurance Company of IL	27855
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<b>INSURED</b> VIDEO INDUSTRIAL SERVICES, INC 7721 2nd Avenue North Birmingham, AL 35206	CAROCOR-04																				

**COVERAGES** **CERTIFICATE NUMBER: 1121926882** **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 9377201-22	10/31/2025	10/31/2026	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 \$
F	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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		BAP9377199-22	10/31/2025	10/31/2026	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 5916947-20	10/31/2025	10/31/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9377202-22	10/31/2025	10/31/2026	<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	Contractors Pollution Liab			CPO15012758	10/31/2025	10/31/2028	Pollution Liability \$10,000,000
E	Professional Liab.(Claims made)			CEO744637907	10/31/2025	10/31/2026	Prof Liability \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 State of NY GL Excess Liability  
 Carrier: Transverse Specialty Ins Co  
 10.31.25-26  
 Each occurrence \$3M | Aggregate \$3M

RE: 25ITB1482633A-JWT| Sewer System Cleaning and Manhole Camera Inspection Services.  
 Fulton County Government, Its Officials, Officers and Employees are shown as Additional Insureds solely with respect to General Liability coverage as evidenced herein on a Primary/Non-Contributory basis and Auto Liability, umbrella liability coverages as required by written contract with respect to work See Attached...

<b>CERTIFICATE HOLDER</b>  Fulton County Government – Purchasing and Contract Compliance Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459	<b>CANCELLATION</b>  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 REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED VIDEO INDUSTRIAL SERVICES, INC 7721 2nd Avenue North Birmingham, AL 35206	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

performed by the Named Insured. A waiver of subrogation in favor of additional Insureds is included under the General Liability coverage as evidenced herein as required by written contract. Umbrella follows form.

Policy Number: WC 9377202-22

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 0313**

(Ed. 4-84)

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**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)

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# Other Insurance Amendment - Primary And Non-Contributory

**ZURICH')**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-22	10/31/2025	10/31/2026	10/31/2025	24059000	<b>INCL</b>	

**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.

## 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 9377201-22	10/31/2025	10/31/2026	10/31/2025	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.

POLICY NUMBER: GLO 9377201-22

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.

POLICYNUMBER: GLO 9377201-22

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.



Policy Number: GLO 9377201-22

- 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 9377201-22

**SCHEDULE OF NAMED INSURED(S)**

**ZURICH AMERICAN INSURANCE COMPANY**

**Named Insured** CARYLON CORPORATION

**EffectiveDate:** 10/31/2025  
12:01 AM.. Standard Time

**Agent Name** GALLAGHER

**Agent** 24059 000

NAMED INSURED

CARYLON CORPORATION  
ACEP PIPE CLEANING, INC.  
BEARY MANAGEMENT SERVICES, INC.  
BEARYL FLEET SERVICES, INC.  
BIO-NOMIC SERVICES, INC.  
DEEP SOUTH INDUSTRIAL SERVICES, INC.  
METROPOLITAN ENVIRONMENTAL SERVICES, INC.  
MOBILE DREDGING & VIDEO PIPE, INC.  
NATIONAL INDUSTRIAL MAINTENANCE- MICHIGAN, INC.  
NATIONAL INDUSTRIAL MAINTENANCE - SOLUTIONS, INC.  
NATIONAL PLANT SERVICES, INC.  
NATIONAL POWER RODDING CORPORATION  
NATIONAL WATER MAIN CLEANING COMPANY  
ROBINSON PIPE CLEANING COMPANY  
SPECIALIZED MAINTENANCE SERVICES, INC.  
VIDEO INDUSTRIAL SERVICES, INC.  
SELECT TRANSPORTATION, INC.  
1806 HARRISON, LLC  
INFRASTRUCTURE SUPPLY SOLUTIONS CORPORATION  
NATIONAL WATER MAIN CLEANING COMPANY - NEW ENGLAND  
NATIONAL WATER MAIN CLEANING COMPANY - FLORIDA, INC.

**Policy Number**

GLO 9377201-22

**ENDORSEMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

**Named Insured** CARYLON CORPORATION

**Effective Date:** 10/31/2025  
12:01 AM., Standard Time

**Agent Name** GALLAGHER

**Agent** 24059-000  
R.U..  
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.



# Additional Insured – Owners, Lessees Or Contractors – Completed Operations

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 9377201-22

Effective Date: 10/31/2025

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**

**SCHEDULE**

**Name of Person or Organization:**

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

**Location And Description of Completed Operations:**

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

**Additional Premium: N/A**

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

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 9377201-22

Effective Date: 10/31/2025

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

### SCHEDULE

**Name of Person or Organization:**

**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**

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### 2. Exclusions

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, conditions, provisions and exclusions of this policy remain the same.

**Policy Number**

BAP 9377199-22

**SCHEDULE OF NAMED INSURED(S)**

**ZURICH AMERICAN INSURANCE COMPANY**

**Named Insured** CARYLON CORPORATION

**Effective Date:** 10/31/2025

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 FLEET SERVICES

POLICY NUMBER: BAP 9377199-22

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:** 10/31/2025

### **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**

BAP 9377199-22

**Renewal of Number**

BAP 9377199-21

ZURICH AMERICAN INSURANCE COMPANY

**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.

# Other Insurance Amendment - Primary And Non-Contributory

**ZURICH')**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-22	10/31/2025	10/31/2026	10/31/2025	24059000	<b>INCL</b>	

**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.

# 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.
GLO9377201-22	10/31/2025	10/31/2026	10/31/2025	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.



**ZURICH**<sup>®</sup>

# Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9377199- 22	10/31/2025	10/31/2026	10/31/2025	24059-000		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

### F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

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

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

### G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

### H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

### I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**J. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

## Certificate Of Completion

Envelope Id: B9B390AE-4700-477B-954E-7A6546FA9D55  
 Subject: Sewer System Cleaning and Manhole Camera Inspection Services - CONTRACT.pdf  
 Parcel ID:  
 Employee Name:  
 Source Envelope:  
 Document Pages: 78  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Janelle Walker  
 141 Pryor Street  
 Purchasing & Contract Compliance, Suite 1168  
 Atlanta, GA 30303  
 janelle.walker@fultoncountyga.gov  
 IP Address: 74.174.59.4

## Record Tracking

Status: Original 1/6/2026 2:54:23 PM	Holder: Janelle Walker janelle.walker@fultoncountyga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

## Signer Events

Signer Events	Signature	Timestamp
Drew Mahan dmahan@videoindustrial.com Executive VP Video Industrial Services, Inc. Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.85.133.108	Sent: 1/6/2026 3:14:20 PM Viewed: 1/6/2026 3:15:18 PM Signed: 1/8/2026 7:46:42 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/6/2026 3:15:18 PM  
 ID: 56966269-4258-46fe-89c1-c419b4d3a630

David Clark david.clark@fultoncountyga.gov Director Public Works Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 1/8/2026 7:46:45 AM Viewed: 1/8/2026 7:52:35 AM Signed: 1/8/2026 7:52:48 AM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 11/13/2017 1:07:14 PM  
 ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

David Lowman david.lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 1/8/2026 7:52:50 AM Viewed: 1/8/2026 7:55:05 AM Signed: 1/8/2026 7:58:50 AM
---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------	-----------------------------------------------------------------------------------------

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/8/2026 7:55:05 AM  
 ID: 6c6ea712-ab21-489d-a859-a26f7e690c07



<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	1/6/2026 3:14:21 PM
Envelope Updated	Security Checked	1/8/2026 12:49:44 PM
Envelope Updated	Security Checked	1/8/2026 12:49:44 PM
Envelope Updated	Security Checked	1/9/2026 12:19:59 PM
Certified Delivered	Security Checked	1/20/2026 1:04:00 PM
Signing Complete	Security Checked	1/20/2026 1:04:17 PM
Completed	Security Checked	1/20/2026 1:04:26 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

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:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**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

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- 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.