

**AMENDMENT NO. 5 TO FORM OF CONTRACT**

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

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

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

Telephone: **678-925-6057**

Email: [joseph.tackett@veolia.com](mailto:joseph.tackett@veolia.com)

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

**W I T N E S S E T H**

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

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

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on March 18, 2026, BOC Item #\_\_\_\_\_.

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

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

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America-South LLC currently provides operation and maintenance services for the Fulton County owned facilities & pump stations in the North Fulton Service Area, which consists of three (3) Water Reclamation Facilities, twenty-eight (28) wastewater pumping stations, forty-six

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

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

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

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$12,470,486.61 (Twelve Million Four Hundred Seventy Thousand Four Hundred Eighty-Six Dollars and Sixty-one Cents) approved by BOC.
3. **LIABILITY OF COUNTY:** This Amendment No. 5 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 5 TO FORM OF CONTRACT:** Except as modified by this Amendment No 5 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

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

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**VEOLIA WATER NORTH AMERICA-SOUTH, LLC**

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

\_\_\_\_\_  
Joseph Tackett, Chief Executive  
Officer, Municipal Water Contract  
Operations Veolia North America

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

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

<p>ITEM#: _____ RM: _____ REGULAR MEETING</p>	<p>ITEM#: _____ 2<sup>ND</sup> RM: _____ SECOND REGULAR MEETING</p>
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