



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB137397A-KM

BID/RFP TITLE: Sewer System Cleaning and Manhole Camera Inspection Services

ORIGINAL APPROVAL DATE: May 17, 2023

RENEWAL EFFECTIVE DATES: January 1, 2024 to December 31, 2024

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 1 renewal option remaining

RENEWAL AMOUNT: \$550,000.00

COMPANY'S NAME: Woolpert, Inc.

ADDRESS: 375 Northridge Road Ste. 300

CITY: Atlanta

STATE: GA

ZIP: 30350

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: 5/17/2023 BOC NUMBER: 23-0349

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

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

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

**Tonya R. Grier
Clerk to the Commission**

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

DocuSigned by:

David Clark

65CE1C9FDD834B8...

**David Clark, Director
Department of Public Works**

Woolpert, Inc.

DocuSigned by:

Eric MacDonald

A745C8C23C7B46A...

**Eric MacDonald
Project Manager, Vice President**

ATTEST:

**Secretary/
Assistant Secretary**

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

Amanda Leach

AF4DB91A19864B6...

Notary Public

County: Richland

Commission Expires: 03/24/2031

(Affix Notary Seal)

DocuSigned by:



ITEM#: _____ RCS: _____	ITEM#: 23-0349 RM: 5/17/2023 Recess Meeting
RECESS MEETING	REGULAR MEETING



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/03/2023

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Woolpert, Inc. 4454 Idea Center Boulevard, Suite 4100 Dayton OH 45430 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co of America		25666
	INSURER B: The Charter Oak Fire Insurance Company		25615
	INSURER C: The Phoenix Insurance Company		25623
	INSURER D: Underwriters At Lloyds London		15792
	INSURER E: Travelers Property Cas Co of America		25674
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570098162927 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF NSURANCE 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 POLIC ES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PA D CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			P6300R561380TIA23	03/01/2023	03/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-2W206561-23-43-G	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		Y	CUP2W73426523NF	03/01/2023	03/01/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4W7689952343E	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&O - Professional Liability - Primary			PSDEF2301124 Clms Md - Prof/Pollution SIR applies per policy terms & conditions	03/01/2023	03/01/2024	Per Claim/Aggregate	\$5,000,000 \$750,000

Certificate No : 570098162927

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Sewer System Cleaning and Manhole Camera Inspection Services.
 Fulton County Government, Its Officials, Officers and Employees are included as Additional Insured in accordance with the policy provisions of the automobile liability, general liability and umbrella liability policies. The general liability and automobile liability policies evidenced herein are Primary and Non-Contributory to other insurance available to the Additional Insureds, but only in accordance with the policy's provisions.
 A waiver of Subrogation is granted in favor of the additional insureds in accordance with the policy provisions of the automobile liability, general liability, umbrella liability and workers compensation policies.

CERTIFICATE HOLDER Fulton County Government Purchasing and Contract Compliance Dept 130 Peachtree Street, S.W. Suite 1168 Atlanta GA 30303-3459 USA	CANCELLATION 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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**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

23ITB137397A-KM

**SEWER SYSTEM CLEANING AND MANHOLE
CAMERA INSPECTION SERVICES**

For

DEPARTMENT OF PUBLIC WORKS

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CONTRACT AGREEMENT

Contractor: Woolpert, Inc.

Contract No.: 23ITB137397A-KM, Sewer System Cleaning and Manhole
Camera Inspection Services

Address: 375 Northridge Road, Suite 300
City, State Atlanta, Georgia 30350

Telephone: 770-391-4095

Email: flint.holbrook@woolpert.com

Contact: K. Flint Holbrook
Senior Vice President

This Agreement made and entered into effective the 17th day of May, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **WOOLPERT, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works 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 May 17, 2023, Item #23-0349.

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**

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 17th day of May 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's

obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. 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
Attention: David Clark

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Woolpert, Inc.
Senior Vice President
375 Northridge Road, Suite 300
Atlanta, Georgia 30350
Telephone: 770-391-4095
Email: flint.holbrook@woolpert.com
Attention: K Flint Holbrook

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

- 2) Invoice Details

- a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
 - b. Department Representative Name

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

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

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

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

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain

records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

WOOLPERT, INC.

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
K. Flint Holbrook
769E04EFC27444...
K Flint Holbrook
Senior Vice President

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
FEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Patrick O'Connor
61E8837846AF49C...
Office of the County Attorney

DocuSigned by:
[Signature]
A1B308A056AD41F...
Notary Public

APPROVED AS TO CONTENT:

County: York

DocuSigned by:
David Clark
65CE1C9FDD834B8...
David Clark, Director
Department of Public Works

Commission Expires: 03/24/2031

(Affix Notary Seal)



ITEM#: <u>2023-0349</u>	RCS: <u>5/17/2023</u>	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

ADDENDA



Date: March 16, 2023

Project Number: 23ITB137397A-KM

Project Title: Sewer System Cleaning and Manhole Camera Inspections Services

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

- Dye Flooding is not required for this solicitation.

ADDENDUM NO. 1

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

This is to acknowledge receipt of Addendum No. 1 16 day of March, 2023.

Woolpert, Inc.

Legal Name of Bidder

A handwritten signature in blue ink, appearing to read "K. Faint", is written over a horizontal line.

Signature of Authorized Representative

Senior Vice President

Title



Date: March 17, 2023

Project Number: 23ITB137397A-KM

Project Title: Sewer System Cleaning and Manhole Camera Inspections Services

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

- Disregard the uniform scope of work in Addendum Letter One. That scope of work is not required for this solicitation.

ADDENDUM NO. 2

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

This is to acknowledge receipt of Addendum No. 2 17 day of March, 2023.

Woolpert, Inc.

Legal Name of Bidder

A handwritten signature in blue ink, appearing to read "H. Fint Bollbrook", is written over a horizontal line.

Signature of Authorized Representative

Senior Vice President

Title



Date: March 22, 2023

Project Number: 23ITB137397A-KM

Project Title: Sewer System Cleaning and Manhole Camera Inspections Services

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

- The percentages(Availability Percentages) represent the total number of M/FBE firms available to perform this scope of services in the Metropolitan Statistical Area(MSA-20 countries in the Metro Area). Fulton County does not have a goal-based program, but the percentages are provided in the bid documents to encourage the use of M/FBE firms that are available to perform as subcontractors' supplies, and/or prime contractors.

ADDENDUM NO. 3

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in Section 7 of the ITB

This is to acknowledge receipt of Addendum No. 3 22 day of March, 2023.

Woolpert, Inc.
Legal Name of Bidder


Signature of Authorized Representative

Senior Vice 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

The Contractor shall

1.0 GENERAL

- 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 damage to the system and/or the possibility of overflows resulting from the lodged equipment creating a blockage. If excavation is required to remove the lodged equipment, the Contractor will be required to follow the County's standards for such excavation and system repairs. The Contractor shall be responsible for all related costs.
- D. The Contractor shall immediately notify the County of any defects which appear to require immediate corrective action.
- E. All debris created by the cleaning process shall be removed from the manhole and properly disposed of by the Contractor.
- F. The Contractor shall obtain a meter from the County, inform the County of the location where potable water will be accessed prior to obtaining such, and meter the quantities withdrawn, report quantities of water used during the project to the County in the weekly report. In South Fulton County, contractor shall obtain a meter from the City of Atlanta and arrange to report the quantity to the City. In designated areas of City of Roswell contractor shall obtain a meter from the City of Roswell and arrange to report the quantity to the City. While working in city of Sandy Springs contractor shall obtain a meter form City of Atlanta and arrange to report the quantity to the City.

4.0 SEWER LINE CLEANING

- A. Sewer line cleaning shall be performed to remove foreign material and restore pipe capacity.
- B. All sewer cleaning operations shall be conducted from the downstream manhole.
- C. Prior to cleaning any sewer line, the Contractor shall install a debris trapping system in the outlet of the downstream manhole to capture sludge, dirt, grease, sand, rocks, etc. The captured material shall be removed from the manhole prior to the removal of the system and moving on to the next segment.
- D. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished, especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall not be required to clean those specific pipe segments unless the County removes the apparent obstruction.
- E. Selection of the equipment shall be the sole discretion of the Contractor and based on the conditions of lines at the time the work commences. The

equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes.

- F. If cleaning of an entire segment cannot be successfully performed from one manhole, the equipment shall be set up at the other manhole and cleaning again attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire manhole-to-manhole pipe segment, it will be assumed that a major blockage exists and the cleaning operation will be abandoned. The cleaning operator will note these occurrences in his daily cleaning log and notify the County immediately. The Contractor will be compensated for the actual length of sewer cleaned should this occur.
- G. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid materials resulting from the cleaning operation shall be removed at the downstream manhole of the segment being cleaned. Passing materials from pipe segment to pipe segment, which could cause line stoppages, accumulations of debris in wet wells, interference with in-line permanent flow monitoring equipment or damage to pumping equipment, will not be permitted. Under no circumstances shall sewage or solids removed during the cleaning operation be dumped onto the streets or in ditches, catch basins, or storm drains.
- H. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials removed from the sewers and manholes during the cleaning operation shall be drained of water and transported to the local dumpsite. The Contractor shall be responsible for the final disposal of debris removed from the sewer system.
- I. The location of manholes and line segments which require additional equipment and manpower to access and perform cleaning operations are considered to be in an easement. Additional equipment includes, but is not limited to an easement machine, additional vacuum hose, additional manpower, etc.
- J. All "heavy" cleaning shall be approved by the County prior to execution of the work.

5.0 MANHOLE CLEANING

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

6.0 REMOVAL OF STABILIZED DEBRIS FROM MANHOLES

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

7.0 PRECAUTIONS

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

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:
 - a. The Contractor may inspect the entire group of segments cleaned within the preceding thirty (30) days (pursuant to section 10.0-B) to demonstrate that all line segments capacity has been restored.
 - b. The Contractor may re-clean all segments cleaned within the preceding thirty (30) days.
- 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

- A. The Contractor shall conform to requirements for traffic control established by the current Manual of Uniform Traffic Control Devices, Federal, State, and local laws. When working in heavy traffic areas, a traffic control plan shall be submitted to the County for review and comment. However, the Contractor has the sole responsibility for traffic control and the safety/welfare of his employees, the County's representatives and the general public at the work site.
- B. No work shall be initiated until proper traffic control devices have been installed at the work site.
- C. The Contractor shall provide 48 hour notice to any property owner where ingress/egress may be blocked or impeded during the execution of the work.
- D. The Contractor shall not close any roadway without obtaining prior approval from the County. The Contractor shall submit a closure plan to the County for approval prior to the roadway closure.
- E. All traffic control devices shall be removed and normal traffic patterns restored at the end of each work day.

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 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

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

16.0 ASSISTANCE PROVIDED BY THE COUNTY

- A. Sewer system drawings will be provided, to the awarded bidder showing, the locations of the segments to be cleaned.
- B. The County shall provide for the entering of private lands, public lands and rights-of-way.
- C. The County shall provide access to fresh water at a location or locations to be mutually agreed upon by the County and Contractor. (See section 3.0-F)
- D. 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.

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:

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

C. A Microsoft Excel file for MACP data collection will be used as a monthly deliverable. The deliverable should be a direct export from the Inspections table found in MACP v6 or newer.

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.

EXHIBIT D

COMPENSATION

COMPENSATION

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.

23ITB137397A-KM
Sewer System Cleaning and Manhole Camera Inspection Service

BID FORM

Submitted To: Fulton County Government

Submitted By: Woolpert, Inc.

For: **23ITB137397A-KM, Sewer System Cleaning and Manhole Camera Inspection Services**

Submitted on April, 11, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$595,065.00

(Dollar Amount In Numbers)

Five hundred ninetv-five thousand sixtv-five dollars

(Dollar Amount in Words)

23ITB137397A-KM

Sewer System Cleaning and Manhole Camera Inspection Service

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

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

BASE BID AMOUNT

Service: Light Cleaning of Sewer Main – material and debris equal to no more than 25% diameter of pipe

Item no.	Service Description	Unit	Estimated Quantities	Unit Price	Extended Price
	Light Cleaning				
1	Clean (normal) per the specifications 8" to 12" sewers	L.F.	60,000	\$ 0.85	\$ 51,000.00
2	Clean (normal) per the specifications 13" to 18" sewers	L.F.	10,000	\$ 1.25	\$ 12,500.00
3	Clean (normal) per the specifications 19" to 27" sewers	L.F.	20,000	\$ 1.25	\$ 25,000.00
4	Clean (normal) per the specifications 30" to 36" sewers	L.F.	12,000	\$ 1.50	\$ 18,000.00
5	Clean (normal) per the specifications 42" to 48" sewers	L.F.	10,000	\$ 1.50	\$ 15,000.00
6	Clean (normal) per the specifications 54" to 60" sewers	L.F.	2,500	\$ 1.75	\$ 4,375.00
	Heavy Cleaning of Sewer Main material and debris equal to more than 25% of pipe diameter				
	Heavy Cleaning				
7	Clean (heavy) per the specifications 8" to 12" sewers	L.F.	2,500	\$ 2.00	\$ 5,000.00
8	Clean (heavy) per the specifications 13" to 18" sewers	L.F.	1,500	\$ 2.20	\$ 3,300.00
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	\$ 3.00	\$ 6,000.00
11	Clean (heavy) per the specifications 42" to 48" sewers	L.F.	2,000	\$ 4.75	\$ 9,500.00

23ITB137397A-KM

Sewer System Cleaning and Manhole Camera Inspection Service

12	Clean (heavy) per the specifications 54" to 60" sewers	L.F.	2,000	\$ 5.50	\$ 11,000.00
13	Clean Manholes per the specifications	Vertical ft	300	\$ 29.50	\$ 8,850.00
14	Clean Manholes – Remove stabilized debris	Per MH	100	\$ 155.00	\$ 15,500.00
	Total (lines 1-14)				\$ 191,025.00
	CCTV – Camera Inspection				
15	Sewer Line TV Inspection Up to 12"	L.F.	80,000	\$ 1.20	\$ 96,000.00
16	Sewer Line TV Inspection 13" to 18"	L.F.	15,000	\$ 1.35	\$ 20,250.00
17	Sewer Line TV Inspection 19" to 27"	L.F.	60,000	\$ 1.70	\$ 102,000.00
18	Sewer Line TV Inspection 30" to 36"	L.F.	30,000	\$ 1.75	\$ 52,500.00
19	Sewer Line TV Inspection 42" to 48"	L.F.	15,000	\$ 2.00	\$ 30,000.00
20	Sewer Line TV Inspection 54" to 60"	L.F.	3,000	\$ 2.20	\$ 6,600.00
21	TISCIT Inspection - 24" to 36"	L.F.	1,000	\$ 4.26	\$ 4,260.00
22	TISCIT Inspection - 42" – 48"	L.F.	1,000	\$ 4.37	\$ 4,370.00
23	TISCIT Inspection - 54" - 60"	L.F.	1,000	\$ 4.60	\$ 4,600.00
	Total (Lines 15 - 23)				\$ 320,580.00
	Manhole Inspections				
24	Manhole Condition Assessment (MACP Level 1)	Per MH	1,000	\$ 65.00	\$ 65,000.00
25	Manhole Condition Assessment (MACP Level 2) - Pole Cam Inspections	Per MH	100	\$ 115.00	\$ 11,500.00
	Total (Lines 24 - 25)				\$ 76,500.00
	Smoke Testing				
26	Smoke Test Leak Detection 8" to 12"	L.F.	10,000	0.48	\$ 4,800.00
27	Smoke Test Leak Detection 13" to 18"	L.F.	2,500	0.48	\$ 1,200.00
28	Smoke Test Leak Detection 20" to 24"	L.F.	1,000	0.48	\$ 480.00
29	Smoke Test Leak Detection 30" to 36"	L. F.	1,000	0.48	\$ 480.00
	Total (Lines 26-29)				\$ 6,960.00
30	Dye Flood Testing	Per Test	NA per Addendum 1		NA
	TOTALS:				
	Total (Lines 1-14)				\$ 191,025.00
	Total (Lines 15-23)				\$ 320,580.00
	Total (Lines 24-25)				\$ 76,500.00
	Total (Lines 26-29)				\$ 6,960.00
	Total (Line 30)				NA
	Grand Total – (Lines 1 THRU 30)				\$ 595,065.00

23ITB137397A-KM
Sewer System Cleaning and Manhole Camera Inspection Service

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

Five hundred ninety-five thousand sixty-five Dollars

(\$595,065.00) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>Mar-16-23</u>
ADDENDUM #	<u>2</u>	DATED	<u>Mar-17-23</u>
ADDENDUM #	<u>3</u>	DATED	<u>Mar-22-23</u>
ADDENDUM #	<u> </u>	DATED	<u> </u>

BIDDER: Woolpert, Inc.

Signed by: 
[Type or Print Name]

Title: Senior Vice President

Business Address: 375 Northridge Road, Suite 300
Atlanta, GA 30350

Business Phone: 770.391.4095

23ITB137397A-KM
Sewer System Cleaning and Manhole Camera Inspection Service

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
K. Flint Holbrook, Senior Vice President	13860 Ballantyne Corporate Pl., Ste. 425, Charlotte, NC 28277
Eric MacDonald, Vice President/Project Manager	375 Northridge Rd, Ste 300, Atlanta, GA 30350
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

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 services¹ under a contract with [insert name of prime contractor] Woolpert, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², 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.

1859239

EEV/Basic Pilot Program* User Identification Number

K. Flint Holbrook

BY: Authorized Officer of Agent
(Insert Contractor Name)

Senior Vice President

Title of Authorized Officer or Agent of Contractor

K. Flint Holbrook

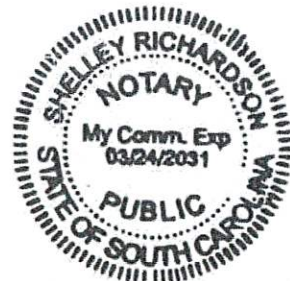
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 7th day of April, 2023.

Notary Public: Shelley Richardson Shuff

County: York

Commission Expires: 03/24/2031



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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Woolpert, Inc. _____ behalf of Fulton County **Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2003355

EEV/Basic Pilot Program* User Identification Number

Solutions By JAW,LLC

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Director of Operations

Title of Authorized Officer or Agent of Subcontractor

Adeela Whittaker

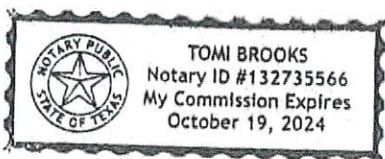
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 31 day of March, 2023.

Notary Public: [Signature]

County: HARRIS

Commission Expires: October 19, 2024



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

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

STATE OF GEORGIA

COUNTY OF FULTON


FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Woolpert, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

351254
EEV/Basic Pilot Program* User Identification Number

AMTEC SURVEYING INC.
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

C.E.O.
Title of Authorized Officer or Agent of Subcontractor

DARREN GREENWOOD 
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30th day of March, 2023.

Notary Public: Sincere Colbert

County: Cobb

Commission Expires: 3/30/23



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

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

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Woolpert, Inc.

Performing work as: Prime Contractor Sub-Contractor

Professional License Type: Professional Engineer

Professional License Number: PEF002117

Expiration Date of License: 6/30/2024

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

Signed: 

Date: 4/07/2023

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Professional Engineers and
Land Surveyors

LICENSE NO. PEF002117

Woolpert, Inc.

4454 Idea Center Boulevard
Dayton OH 45430-1500

Engineer Firm

EXP DATE - 06/30/2024 Status: Active

Issue Date: 05/24/1995

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Woolpert is a corporation consisting of employee shareholders who annually elect a board of directors. Executive officers include Scott Cattran, President/Chief Executive Officer; Kirk McClurkin, IAM, GISP, Chief Operating Officer/Secretary; and Josh Heid, CPA, Chief Financial Officer/Treasurer. They are responsible for directing the following functions: operations, finances, technical development, sales and marketing, human resources, and business planning. Woolpert is organized by sectors/markets and disciplines directed by the chief of operations, each with a market director/discipline leader.

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.

Woolpert, Inc. has been in operation for over a hundred years, and delivers dynamic consulting and design services worldwide to clients who require architectural/engineering assistance, technology integration, or a combination of both. Specific services that Woolpert provides include: architectural/engineering design, design-build, aviation design, energy solutions, sustainable design, planning, surveying, photogrammetry and mapping, remote sensing, information management, enterprise asset and maintenance management systems, Geographic Information Systems (GIS), permitting, watershed management, water/wastewater design and analysis, and regulatory compliance.

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

No, not to our knowledge.

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 *See attached Litigation following signatory page.*

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 7th day of April, 2023

K. Flint Holbrook 4/7/23
(Legal Name of Proponent) (Date)

K. Flint Holbrook 4/7/23
(Signature of Authorized Representative) (Date)

Senior Vice President
(Title)

Sworn to and subscribed before me,

This 7th day of April, 2023

Shelley Richardson Shugart
(Notary Public) (Seal)

Commission Expires 03/24/2031 4/7/23
(Date)





Litigation Summary

As an international firm in existence since 1911 and with over 1,900 staff and offices located throughout the United States, Canada, the United Kingdom, South Africa, and Australia, Woolpert has been involved with occasional project-related litigation, which we view as an unfortunate cost of being in business. Such litigation generally does not involve client-initiated claims, rather most have been third-party claims. Woolpert attributes this to the quality of our services and the relationship we build with our clients, including the exercise of good faith efforts to resolve issues that may arise on a project before they turn into a dispute. On average over the last five years, Woolpert has experienced less than one project-related claim per year, which is below the industry average for comparable-sized firms. **Woolpert is pleased to report that there are no pending matters of project litigation nor has any project related litigation been filed against Woolpert for over a two-year period.** Woolpert would be happy to provide additional information upon a specified request.

Active

- Sandra G. Goodwin v. AIMS Companies, et al. (filed in 2022). Plaintiff alleges that, during the course of servicing a manhole in Plaintiff's backyard, AIMS Companies et al. failed to properly replace the manhole cover. While performing yardwork, Plaintiff did not notice the uncovered manhole, stepped on the lid and fell into the manhole, thereby sustaining injuries. While named as a defendant, Woolpert maintains that the failure to properly replace the manhole was not caused by any Woolpert employee and was instead caused by another subcontractor working on the project. However, Plaintiff elected to file a claim against all contractors associated with the project, including Woolpert, Woolpert's non-involvement notwithstanding. As a sub-consultant to the project, **the subject activity was not under Woolpert's responsibility, therefore non-involvement notwithstanding.**

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Woolpert, Inc.

ITB/RFP Name & Number: 23ITB137397A-KM, SEWER SYSTEM CLEANING AND MANHOLE CAMERA INSPECTION SERVICES

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information: **Not Applicable**

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) 20.24% of annual contract value.

Total Percentage of Certified Subcontractors: (%) 20.24%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title:** Senior Vice President

Business or Corporate Name: Woolpert, Inc.

Address: 375 Northridge Road, Suite 300
Atlanta, GA 30350

Telephone: (704) 526.3058

Fax Number: (937) 461.0743

Email Address: flint.holbrook@woolpert.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Sewer System Cleaning and Manhole Camera Inspection Services

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


Sewer System Cleaning and Manhole Camera Inspection Services

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: Woolpert, Inc. SIGNATURE: 

NAME: K. Flint Holbrook TITLE: Senior Vice President

DATE: 4/07/2023





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/03/2023

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Woolpert, Inc. 4454 Idea Center Boulevard, Suite 4100 Dayton OH 45430 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co of America		25666
	INSURER B: The Charter Oak Fire Insurance Company		25615
	INSURER C: The Phoenix Insurance Company		25623
	INSURER D: Underwriters At Lloyds London		15792
	INSURER E: Travelers Property Cas Co of America		25674
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570098162927 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 CERTIFICATION 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			P6300R561380TIA23	03/01/2023	03/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-2W206561-23-43-G	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		Y	CUP2W73426523NF	03/01/2023	03/01/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4W7689952343E	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&O - Professional Liability - Primary			PSDEF2301124 Clms Md - Prof/Pollution SIR applies per policy terms & conditions	03/01/2023	03/01/2024	Per Claim/Aggregate SIR	\$5,000,000 \$750,000

Certificate No : 570098162927

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Sewer System Cleaning and Manhole Camera Inspection Services.
 Fulton County Government, Its Officials, Officers and Employees are included as Additional Insured in accordance with the policy provisions of the automobile liability, general liability and umbrella liability policies. The general liability and automobile liability policies evidenced herein are Primary and Non-Contributory to other insurance available to the Additional Insureds, but only in accordance with the policy's provisions.
 A waiver of Subrogation is granted in favor of the additional insureds in accordance with the policy provisions of the automobile liability, general liability, umbrella liability and workers compensation policies.

CERTIFICATE HOLDER Fulton County Government Purchasing and Contract Compliance Dept 130 Peachtree Street, S.W. Suite 1168 Atlanta GA 30303-3459 USA	CANCELLATION 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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