



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

21ITB000014A-CJC

Sanitary Sewer Easement Maintenance

For

Department of Public Works

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CONTRACT AGREEMENT

Consultant: NaturChem, Inc.

Contract No.: 21ITB000014A-CJC, Sanitary Sewer Easement Maintenance

Address: 270 Bruner Road
City, State Lexington, SC 29072

Telephone: 803-518-1093

Email: mhook@naturchem.net

Contact: Matthew Hook
Vice President of Operation

This Agreement made and entered into effective the 1st day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **NATURCHEM, INC.**, hereinafter referred to as "**Consultant**", 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 Consultant to perform sanitary sewer easement maintenance services, the County's wastewater collection system is divided into two systems, the North Fulton sanitary sewer system and the South Fulton sanitary sewer system, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant 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 Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant 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: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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 Consultant'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 RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 1, 2021, BOC Item #21-0975.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform sanitary sewer easement maintenance services, the County's wastewater collection system is divided into two systems, the North Fulton sanitary sewer system and the South Fulton sanitary sewer system. 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 Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant 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 Consultant 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. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant 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 Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant 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 Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The initial term of the contract shall be for a one (1) year term, with two (2) year renewal options.

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. 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, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. 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 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$871,732.29 (Eight Hundred Seventy One Thousand, Seven Hundred Thirty Two Dollars and Twenty Nine Cents) , which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant 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 Consultant 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 sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. 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 Consultant. The Consultant 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. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant 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 Consultant 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 Consultant, terminate Consultant'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 Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant 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 Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant'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 Consultant to complete the project.

ARTICLE 15. **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 Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant 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 Consultant 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 Consultant 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 16. 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 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant 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 Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant 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 Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees.

Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

22.1 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.

22.2 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.

22.3 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.

22.4 Separate Counsel.

22.4.1 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 22.3 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.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, 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).

22.5 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 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software

licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant 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 Consultant for the purpose of securing business and that Consultant 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 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, 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 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant 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. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **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 28. **SUBCONTRACTING**

Consultant 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 29. **ASSIGNABILITY**

Consultant 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 Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **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. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. 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 Consultant'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 Consultant. Consultant 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **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 Consultant 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 34. **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:

Deputy Director
141 Pryor Street, 6th Floor
Atlanta, Georgia 30303
Telephone: (404) 612-7530
Email: nick.ammons@fultoncountyga.gov
Attention: Nick Ammons

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 Consultant shall be addressed as follows:

Matthew Hook
270 Bruner Road
Lexington, SC 29072
Telephone: (803) 518-1093

Email: mhook@naturchem.net
Attention: Vice President of Operation

ARTICLE 35. **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 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

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

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant 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: The County shall make payments to Consultant within 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

Consultant'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, not to exceed the total of two months' fees of the applicable SOW, 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 Consultant 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. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants 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 Consultant; Release. The acceptance by the Consultant 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 Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant 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 41. TAXES

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant 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 Consultant 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 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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:

CONSULTANT:

FULTON COUNTY, GEORGIA

NATURCHEM,INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Matthew Hook
Vice President Operation

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Clark, Director
Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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ADDENDA



Date: July 20, 2021

Project Number: 21ITB000014A-CJC

Project Title: Sanitary Sewer Easement Maintenance

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

ADDENDUM NO. 1

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in 3.2 of the ITB

This is to acknowledge receipt of Addendum No.1, 23rd day of AUGUST, 2020.

NaturChem, Inc
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

CRO
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal 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 proposal.

Proposals 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 Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and 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.
9. All proposals and 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


**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: NaturChem, Inc

General Contractor's License Number: 18563

Expiration Date of License: 12/31/2021

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: 8/23/21 _____

(ATTACH COPY OF LICENSE)

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK / TECHNICAL SPECIFICATIONS

The Contractor shall provide the following services:

PART 1 – GENERAL

1.01 SCOPE

1. The work to be performed under this contract shall consist of Sanitary Sewer Easement Maintenance for the Department of Public Works easement areas and associated facilities. Fulton County is approximately 75 miles long and covers an area of approximately 530 square miles; this area includes the City of Atlanta which is located at the center of the County. The County's wastewater collection system is divided into two systems, the North Fulton sanitary sewer system and the South Fulton sanitary sewer system. These two systems are physically separated by the City of Atlanta. The City of Atlanta has an area of approximately 126 square miles and maintains its own sewer system. Fulton County Department of Public Works provides sewer services for the rest of the County, an area of approximately 404 square miles. The County's wastewater collection system includes thirteen defined sewer basins in North Fulton and five defined sewer basins in South Fulton. The sanitary sewer system serves approximately 106,100 residential and commercial customers. The Department of Public Works maintains a b o u t 2,200 miles of sewer, 69,000 manholes and 46 pump stations. The majority of the sanitary sewer lines, manholes and pump stations are located within a sanitary sewer easement on private property. Typically, the easements are 20 feet wide measured 10 feet from either side of the centerline of the pipeline. However in some cases these parameters vary. The easement area shall be selected and assigned by the Department of Public Works personnel.
2. The work shall include the furnishing of all implements, machinery, equipment, tools, materials, transportation, labor and all incidentals required for the safe implementation and completion of the work. The Contractor shall obtain a right-of-entry should one be needed to access an easement or portion of an easement.
3. Easements that will be encountered under this contract can vary from wet, low lying areas next to creeks, streams or rivers to those in fully developed neighborhoods and business districts, to easements on steeply sloped embankments, or to areas at county owned facilities.

PART 2-PERSONNEL ANDEQUIPMENT

2.1 PERSONNEL

1. The Contractor's personnel, including subcontractors, will have photo identification (ID) in their possession at all times. When possible, the photo ID should be worn so it is readily visible. The ID should include the person's name, company affiliation, and company phone number.
2. The Contractor shall provide qualified supervision of each crew at all times while working under this contract. The individual who is authorized and referred to herein as the "supervisor" shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; reading and understanding the contract; and receiving and carrying out directions from the County. The County will make no additional compensation for this individual. Failure of the supervisor to act on County directions may be sufficient cause to give notice of default to the Contractor unless such directions would create personal injury or a safety hazard.
3. The supervisor also will serve as the Contractor's representative on issues and matters that arise in the easement areas, including coordinating work with the property owners and responding to any public complaints. There shall be at least one person in a position of responsibility representing the Contractor on site at all times, who is capable of communicating with the public, the County representative, and the Contractor's workforce .
4. The quantity of work listed on the Bid Schedule may require multiple crews working at one or more locations at the same time.
5. The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall enforce strict discipline and good order among its employees at all times during the performance of the work. The County may, by written notice, require the Contractor to remove any employee from the work who is deemed by the County designated representative to be incompetent or not performing up to the standards set forth in this invitation.
6. The contractor's employees shall behave in a respectful manner at all times while on the job site and shall refrain from objectionable behavior and language. The employees are to confine themselves to the easement and will not move, disrupt, or destroy items outside of the easement.

a. EQUIPMENT

1. The Contractor shall possess, or have available by formal agreement at the time of bidding, the equipment required on the Bid Schedule and any other necessary equipment and tools required to perform the work as outlined in these specifications .
2. All equipment used in this project shall be subject to routine County inspection. Any equipment found to be unsuitable for use in the opinion of the County must be properly repaired or replaced.
3. The Contractor shall utilize the proper equipment and personnel based upon the work required and the surrounding land uses. The Contractor will protect the health of the Contractor's personnel, County personnel, and the public's at all times. The Contractor will protect all property at all times.
4. The Contractor shall comply with all O.S.H.A. regulations applicable to the work (refer to www.OSHA.com for complete listing.) The Contractor's employees shall wear and utilize all O.S.H.A. required safety equipment while performing this work including, but not limited to, safety helmets, safety glasses, face shields, steel toe or composite toe safety shoes, reflective and fluorescent traffic safety vests, gas detection, and confined space entry equipment, chain saw chaps, etc.
5. The Contractor is responsible for complying with all applicable federal, state, county, and municipal policies, procedures, and laws relative to the work outlined in this contract.
6. The County shall have the right to suspend operations if, in its opinion, the work is not being conducted in a safe manner. Failure to comply with mandated safety regulations shall result in a meeting with the County's Risk Management to discuss and rectify lack of compliance. Repeated or flagrant safety violations may constitute grounds for contract termination.

PART 3 - EXECUTION OF THE WORK

1.1 TRAFFIC

The Contractor shall not obstruct traffic along and across major through streets or intersections thereof during the hours of 7:00 AM. to 9:00 AM. and 4:00 P.M. to 6:00 P.M., Monday through Friday.

The flow of traffic will be maintained at all times during Easement Maintenance activities by permitting at least one lane of traffic to move through the easement area. The Contractor shall seek approval from the County or local authorities having jurisdiction over the work for any road and lane closure. The Contractor shall furnish all flagmen, warning signs, barricades, and lights necessary to control the traffic and protect the public

at no additional cost to the County. All traffic control devices shall meet and be installed per the Manual on Uniform Traffic Control Devices (MUTCD.)

1.2 SAFETY PRECAUTIONS

The Contractor shall be solely responsible for safety and control within the work site and shall take the necessary precautions to protect employees and the public.

1.3 COMMUNICATION

1. The Contractor shall furnish the Supervisor and each Field Crew Leader with equipment in order to facilitate a means of two-way communication with the County during normal working hours.
2. Before 7:00 AM each work day the Contractor will contact the County to advise when and where crews will be working that day. This communication typically will be accomplished via e-mail to the County's Representative. Work may not commence unless this notification takes place.
3. Field related work requiring the assistance of County personnel must be scheduled a minimum of 48-hours in advance.
4. The Contractor will provide public notification of all field activities. The Contractor will provide these notifications per the specifications or County's directive. Unless, otherwise stated in the specifications, notifications will, at a minimum, be 48-hours in advance and, at a minimum, be in the form of a door flyer.
5. The Contractor will be responsible for communicating with property owners prior to entering onto their property, removing fences, etc. If a conflict with a property owner arises concerning the work, the Contractor shall notify the County Representative immediately of the situation.
6. All vehicles used in the field must have a temporary or permanent company logo on both the driver and passenger side of the vehicle that is easily read from a distance.

1.4 CLEANING

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by maintenance operations and shall present a neat, orderly, and workmanlike appearance at all times. All debris from the work site shall be cleaned up each day before the work crew leaves. Section 01710 provides more detailed requirements for site cleaning.

1.5 SUPERVISION

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the County or its authorized representative. All work pursuant to this contract shall be performed in a skillful and competent manner.

1.6 INSPECTION

The County will inspect the work done under this contract and is authorized and empowered to reject and refuse all work, the methods of application or any part thereof, in fulfillment of the contract, that does not comply in kind, quality, quantity, time, or place with the Contract Documents. Fulton County does not commit to having full time inspection of the work while in process. Any lack of inspection will in no way relieve the Contractor of responsibility and liability to provide quality workmanship in accordance with the specifications.

1.7 WORKING HOURS

The contractor's operations shall be restricted from 7:00 AM to 7:00 PM, Monday through Friday, unless otherwise approved by the County or local authorities having jurisdiction over the work area.

1.8 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection of all public and private property on and adjacent to the work, and shall use every reasonable precaution necessary to prevent damage during the Easement maintenance activities. The Contractor shall be responsible for all damage or injuries to property of any character resulting from any act, omission, negligence, or misconduct in the implementation of the work. It will be the Contractor's responsibility to rectify any direct or indirect damage or injury caused to private or public property on or by account of any act, omission, negligence, or misconduct in the implementation of the work.

The Contractor shall make good such damage or injury in a manner acceptable to the owner of the private property and to the County at no additional cost to the County.

1.9 EASEMENT ACCESS

The Contractor will enter and exit the work sites by making use of roadways, drives, or across grounds and routes established or designated by the County. If additional access is necessary across private property, the County will negotiate and obtain the necessary access. At no time will the Contractor obtain access to an easement without the knowledge and consent of the County. Additional access for the convenient use of the Contractor shall be his responsibility.

1.10 PUBLIC NOTIFICATION

The Contractor will be responsible for communicating with property owners prior to entering onto their property. If a conflict with property owners arises concerning the work, the Contractor shall notify the County Representative immediately.

PART 4-OTHER CONTRACTS

1. It is understood and agreed that the Contractor shall execute the Work in such manner and in such order as will not interfere with any work in process, and will permit the County to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on, or about the Work herein described, with the least interference possible and with complete cooperation whenever it is desirable to implement said work, either simultaneously with the Work under this contract or otherwise.
2. It is agreed that the Contractor shall not be entitled to any damages or extra compensation from the County on account of any work performed by the County or other contractors that in any way affects the Work under this contract, provided that such work of the County and other contractors shall, in the opinion of the Department of Public Works, be performed in a proper and expeditious or a necessary manner. The Department of Public Works shall decide all questions between the Contractor and any other contractors, and the order of carrying on the Work shall always be subject to its direction and approval.
3. If, in the judgment of the Department of Public Works, the County and one or more contractors, or by two or more contractors working on different contracts at the same time actually impedes progress on the Work herein described, then, upon recommendation of the Department of Public Works, the County may extend the time for

the completion of the Work and in an amount in accordance with the compensation for the delays so caused.

4. In the opinion of the Department of Public Works if the Contractor, by Contractor's own acts or the person or persons in Contractor's employ, shall delay unnecessarily the work of the County or other contractors, by not properly cooperating with them, or by not according them sufficient opportunity or facility to perform work as may be specified, the Contractor shall, in that case, all costs and expense incurred by such parties due to any such delays, and hereby authorizes the County to deduct the amount of such cost and expenses from any moneys due or to become due the Contractor under this contract. Nothing contained in this paragraph shall, however, relieve the Contractor from any liability resulting from any damage because of such delay or delays to the County.

PART 5 - CONTRACTOR'S RESPONSIBILITY

- A. The Contractor will submit a schedule to the County for every task assigned through a Task Order. For most projects, this will be a simple schedule done in Microsoft Project, or similar. This schedule will be non- cost loaded, non-critical path. The schedule shall show the task to be performed as outlined in the scope of services including, but not limited to, milestone dates for each task and each deliverable, list of major events, and schedule of reviews and meetings with the County.
- B. The Contractor shall identify a contact person or persons who shall be on call 24-hours per day, 7-days per week during the life of the project. The Contractor's contact person or persons are responsible for knowing the general location of all field crews every day and must have the means of getting in contact with them within 15 minutes.
- C. The Contractor shall not operate County valves, hydrants, manholes, pump stations, or any other facilities/appurtenances without County employees present and assisting in the operations. The one exception to this policy is the obtaining of potable water for the purpose of cleaning. This water must be obtained via a County supplied meter and the Contractor cleaning truck must be permitted by the County as having the correct backflow prevention devices.
- D. The Contractor shall provide metal detectors, probe rods, and other equipment to assist in the locating of buried utilities. The cost of the detectors and other equipment will be included in the Contractor's Unit Prices.
- E. The Contractor shall not enter any areas outside of work area except upon written direction from the County.
- F. All field crews must be under the direction of a Supervisor who is fully knowledgeable of this specification and the contractor's procedures, work

methods and operations. This person will be responsible for the overall operations of the contractor's work force. The Supervisor must visit the project daily and perform site checks on their personnel and subcontractors, meeting with the field crew leaders as well as checking on the status and progress of the project. No additional compensation for this individual will be made. The Supervisor must be capable of communicating effectively with the County.

- G. All field crews must have a Field Crew Leader. The field crew leader must be with the crew when the crew is working. Each field crew leader can have only one crew. The Field Crew Leader must be capable of communicating effectively with the County and property owners.
- H. The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall enforce strict discipline and good order among its employees at all times during the performance of the work.
- I. The Contractor shall be responsible for all damage or injury to property of any magnitude or character resulting from any acts, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to private or public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Contractor shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the County.
- J. The Contractor is to adhere to strict observance of easement boundaries and flag all easement widths to assure work does not encroach on private property. Easements are typically twenty feet wide centered over the sewer mains but the measurement may vary. The widths of the easements on a project must be verified from County personnel.
- K. The Contractor will enter and exit work sites by making use of roadways, easements, drives or across grounds or routes established or designated by the County. If additional access is necessary for the Contractor's convenience, the Contractor will be required to negotiate and obtain any necessary access across private property.
- L. The Contractor will be required to re-establish any existing drainage ditches or easements impacted during the work. The Contractor is required to provide for creek crossings as required for equipment and to return the property to the prior existing condition when the work is completed.
- M. The Contractor will be responsible for the removal and re-installation of existing fences. The Contractor shall notify the County representative forty-eight (48) hours in advance of removal. The Contractor will not begin fence removal until approved by the County. After the work is completed, the Contractor shall restore the fence to its original condition. In the event

a temporary fence becomes necessary for animal or livestock control, the Contractor will install the fencing. Should these procedures not be followed, the Contractor is responsible for all damages and/or expenses that occur because of non-compliance or negligence.

- N. Ornamental Shrubs, Trees and other Landscaping Vegetation: Whenever ornamental shrubs, trees or other types of landscaping vegetation other than grass require removal, the Contractor shall make a request for removal to the County representative forty-eight (48) hours in advance of planned removal. The County representative shall notify the affected property owner and provide instructions to the Contractor concerning removal. The Contractor will not begin removal until the County gives approval.
- O. The Contractor is responsible for complying with all applicable federal, state, county, and municipal policies, procedures, and laws relative to this contract work.

PART 6 - SURVEY DATA AND PHOTOGRAPHY

- A. Existing data is to be utilized to the fullest extent possible to avoid spending time and funds in collecting data already available. Data that is available through the County will be provided to the Contractor at no cost.
- B. The County encourages the use of the GIS databases and GPS surveying techniques to assist the Contractor in determining locations in the field and in obtaining information (such as County facility ID numbers, manholes, etc.) on the County's utility system. Unless specifically allowed for in a particular project, no additional payment will be made for the Contractor's use of GIS or GPS.

Digital Photography/Videos: The Contractor shall take digital photos and digital video to document the existing conditions of a citizen's property (including but not limited to, easement area, fence, ornamental shrubs, trees, manicured lawns, curbs, sidewalks, driveways) that may be impacted by the Contractor's activities. The Contractor will hold the photos and videos in the event of a claim by a citizen. At the end of completion of each work, the Contractor shall take another set of photos and video representing the same views taken prior to construction. Provisions for photographs and videos shall be in accordance with Section 01320 of the Contract Documents.

PART 7 - EASEMENT CLEARING

- A. Easements that will be encountered can vary from wet, low lying next to creeks, streams and rivers, to easements in fully developed neighborhoods and business districts, to easements on sloped embankments, or work at county owned facilities.
- B. The easements to be cleared will be selected and assigned by Fulton County Department of Public Works personnel.
- C. On property where the owner has maintained the easement, no tree/s will be removed without the written permission of the County.
- D. The County will rate Easements or portions of an easement per the following:
 - a) "Mow" includes all vegetation and trees up to 2-inches in diameter,

- b) "Light" includes all vegetation and trees up to 4-inches in diameter,
- c) "Moderate" includes all vegetation and trees up to 8-inches in diameter,
- d) "Medium" includes all vegetation and trees up to 14-inches in diameter,
- e) "Heavy" includes all vegetation and trees up to 20-inches in diameter and
- f) "Extra heavy" includes all vegetation and trees greater than 20-inches in diameter.

All ratings include hand clearing around manholes, stream banks, and other obstructions. All ratings include taking all cleared items, including tree stumps, to ground level, and disposal off site

E. Selective Tree Removal: Whenever trees are located within an easement and will hinder or obstruct clearing and maintenance work, the County may approve selective tree removal. The Contractor shall be responsible for obtaining written County approval before performing selective tree removal. Trees to be removed must be documented, including DBH, and signed by the County Representative prior to removal. Trees removed without this documentation will not be billable.

F. Trees for potential selective clearing will be categorized as follows:

- a) "Selective Tree-4.1" includes trees greater than 4 to 8-inches in diameter,
- b) "Selective Tree-8.1" includes trees greater than 8 to 14-inches in diameter,
- c) "Selective Tree-14.1" includes trees greater than 14 to 20-inches in diameter,
- d) "Selective Tree-20.1" includes trees greater than 20 to 26-inches in diameter
- e) "Selective Tree-26.1" includes trees greater than 26-inches in diameter

All selective tree removals include removal to ground level.

G. Tree stumps for potential grinding will be categorized as follows:

- a) "Stump Grinding-4.1" includes trees greater than 4 to 8-inches in diameter
- b) "Stump Grinding-8.1" includes trees greater than 8 to 14-inches in diameter
- c) "Stump Grinding-14.1" includes trees greater than 14 to 20-inches in diameter
- d) "Stump Grinding-20.1" includes trees greater than 20 to 26-inches in diameter
- e) "Stump Grinding-26.1" includes trees greater than 26-inches in diameter

H. The Contractor will meet with the County Representative to review the rating and potential selective tree clearing of each easement prior to beginning work. Typically, the scope of work of each Task Order consists of clearing an easement from manhole to manhole or more as determined by the County Representative. The distance between two manholes is generally not more than 400 feet. The area to be rated is the distance between two manholes or more times the width of the easement, which is typically 20 feet. However, in some cases, these parameters vary. If the area to be rated consists of tree(s), the rating shall correspond to the size of tree(s) indicated in Item D above, predominantly occurring and existing within the area. If in the opinion of the County Representative, an easement area obviously consists of more than one category (e.g. one portion is grassy and bushy, while the other is concentrated with different sizes trees), then multiple ratings shall be used and the provision of Paragraph 1.05.A under Section 01025 shall apply.

I. If the Contractor disagrees with the easement rating and/or the potential selective tree clearing then the disagreement must be presented to the Public Works Department Director, or their designated representative, for resolution. The decision of the Public Works Department Director, or their designated representative, is final.

J. The Contractor must locate the next nearest manhole prior to clearing the easement between the two manholes. After locating the next nearest manhole a line will be drawn between the manholes and both the centerline and the easement boundaries marked. This

marking of the easement will be done to prevent damage to the next nearest manhole and to ensure the Contractor stays within the easement boundaries.

K. The diameter of trees shall be measured at the diameter breast height (DBH) - approximately four feet above ground level. This diameter will be used to rate each easement for clearing, for selective tree removal and stump grinding.

L. Height of Cut: The Contractor shall clear grasses, trees, bushes and brush within easement to ground level. No stubs or stumps will be allowed to remain above ground level that could cause personal injury or damage to County vehicles fitted with passenger grade street tires. This height of cut applies to mechanical as well as hand-cleared areas.

M. All grasses, debris, trees, brush etc. will be removed from the easement or mulched and uniformly spread on the easement. The County Representative must approve mulching of the debris. The County Representative must approve the quality of the mulch prior to being spread. The County Representative has the sole discretion of having the Contractor spread or dispose of the materials. Burning or burying will not be allowed. Excessive thickness of mulch will not be allowed. The Contractor may be required to relocate or distribute excessive amount of mulch in other County easements.

N. Width of Cut: Typically, the width of cut will be from edge of easement to edge of easement unless otherwise directed by the County Representative. Typically, the easements are 20 feet wide. Typically, the limits of the clearing shall be measured 10 feet from either side of the center of the pipeline; however, the County may direct a wider or narrower width to be cleared.

O. Once an easement has been marked, the Contractor and County Representative will walk the easement discussing the rating and potential selective tree removal. In some cases and at the discretion of the County Representative, he may direct the Contractor to save particular tree(s). Once the County Representative has determined which trees should be selectively removed and saved, the Representative will contact the Construction Manager, or their designated representative, for final approval.

P. The Contractor will provide personnel and equipment on a per hour basis for those situations that do not fit the standard per square foot pricing. The categories of personnel include Supervisor, Field Crew Leader, Equipment Operator, and Clearing Laborer. The categories of equipment include tractor 4x4 with FAE flail forest mower (Tractor w/ Flail), tractor 4x4 with hydraulic door mower (Tractor w/ Mower), Disc Chipper, Chip/Dump Truck, Pick-up Truck, Dovetail Truck, and Chainsaw.

EXHIBIT D

PROJECT DELIVERABLES

Project Deliverables are included in the scope of work

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$871,732.29. The detailed costs are provided on the next page:

ITEM DESCRIPTION	Unit	ESTIMATED QTY	UNIT COST	TOTAL COST
ITEM No. 1				
a. Hand clearing	SF	150,000	.482	72,300
b. Mow	SF	217,750	.01	2,177.50
c. Light	SF	1,237,000	.032	39,584
d. Moderate	SF	1,657,000	.072	119,304
e. Medium	SF	1,800,000	.092	165,600
f. Heavy	SF	830,000	.132	109,560
g. Extra Heavy	SF	400,000	.152	60,800
h. Creek Crossing Cleaning	LF	1,000	12.22	12,220
ITEM No. 2				
a. Selective Tree – 4.1	EA	3	620	1,860
b. Selective Tree – 8.1	EA	3	752	2,256
c. Selective Tree – 14.1	EA	3	1020	3,060
d. Selective Tree – 20.1	EA	3	1422	4,266
e. Selective Tree – 26.1	EA	3	3202	9,606
ITEM No. 3				
a. Stump Grinding – 4.1	EA	3	82	246
b. Stump Grinding – 8.1	EA	3	102	306
c. Stump Grinding – 14.1	EA	3	112	336
d. Stump Grinding – 20.1	EA	3	172	516
e. Stump Grinding – 26.1	EA	3	202	606
ITEM No. 4				
a. Roadway for Temporary Access	SF	8,300	.62	5,146
b. Temporary Stream Crossing (Sr.)	EA	3	5000	15,000
c. Grassing (All Types)	SF	3,300	.045	148.50
d. Mulching	SF	1,600	.3	480
e. Sodding (All Types)	SF	335	.45	150.75
f. Top Soil in Place (tp)	CY	335	48.00	16,080
g. Reinforced Silt Fence (sd1-c)	LF	1,675	3.00	5,025
h. Surface Stone for Site Access	CY	34	65.00	2,210
i. Rip Rap	CY	34	96.00	3,264
j. Standard Slope Matting (Mb)	SF	67	1.25	83.75
k. Hay Bale Check Dams (sd1-Hb)	EA	33	75	24.75
l. Stone Check Dams (Rd)	EA	16	750	12,000
m. Inlet Sediment Traps (Sd2)	EA	60	185	11,100
n. Stream Bank Stabilization (Vegetation)	SF	33	6.71	221.43
o. Tree Protection Fence	LF	1,600	2.25	3,600
ITEM No. 5				
a. County – Supplied	EA	160	12.50	2000

b. Contractor - Supplied	EA	160	25.00	4000
ITEM No. 6				
a. Mechanical Application	SF	670,000	.015	10,050
b. Manual Application	SF	33,500	.032	1,072
ITEM No. 7				
a. Buried up to 2 feet Below	VF	3	100	300.00
b. Buried up 2-4 feet Below	VF	3	200	600.00
c. Buried more than 4 feet Below	VF	3	300	900.00
ITEM No. 8				
a. Wooden Fence (All Types)	SF	160	2.50	400
b. Chain Link Fence (All Types)	SF	160	3.00	480
c. Ornamental Fence (All Types)	SF	160	5.00	800
ITEM No. 9				
a. Chain Link Fence	SF	160	2.84	454.40
ITEM No. 10				
a. Wooden Gate (All Types)	SF	33	14.18	467.94
b. Chain Link Gate (All Types)	SF	33	11.94	394.02
c. Ornamental Gate (All Types)	SF	33	22.00	726.00
ITEM No. 11				
a. Utility Conflict Resolution		1	33,500	33,500
b. County-Supplied Materials		1	33,500	33,500
c. Easement Verification Survey		1	33,500	33,500
d. Contingency		1	67,000	67,000
TOTAL COST (ITEM NO 1 - 11)			182,131.82	871,732.29

EXHIBIT F

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] NaturChem, Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² 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.

341412
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name) NaturChem, Inc

CRO
Title of Authorized Officer or Agent of Contractor

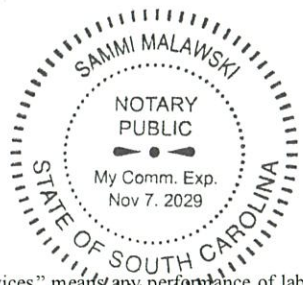
Lance Daniel
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 23rd day of August, 2021

Notary Public: @malawski

County: Lexington

Commission Expires: 11/7/2029



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] 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.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

NOT APPLICABLE

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

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].



Georgia Department of Agriculture

Gary W. Black, Commissioner

19 Martin Luther King Jr. Drive, SW • Atlanta, Georgia 30334-4201
Agricultural Inputs • Pesticide Section • Phone: (404)656-4958 • Fax: (404) 657-8378

NaturChem, Inc
2367 Rockaway Ind Blvd
Conyers, GA 30012

The enclosed Georgia Contractors License is valid through 12/31/2021.

We have updated our website. Visit www.kellysolutions.com/GA/Contractors to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your user information online. You can renew your license by making a secure payment by credit card, and you can find applicator recertification courses. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Contractor License, please contact: Georgia Department of Agriculture - Pesticide Section, (404) 656-4958.

(Fold or cut on line to display)

Georgia Department of Agriculture

Gary W. Black, Commissioner
Pesticide Division

19 M.L.K. Jr. Drive, SW, Room 410
Atlanta, GA 30334

Tele: (404) 656-4958 Fax: (404) 657-8378
agr.georgia.gov/pesticides.aspx

PESTICIDE CONTRACTOR LICENSE

Expiration Date:

12/31/2021

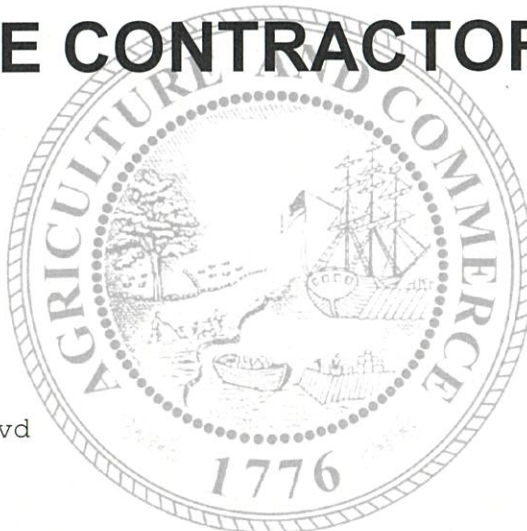
License Number:

18563

NaturChem, Inc
2367 Rockaway Ind Blvd
Conyers GA 30012

Categories:

24; 26; 27; 41;



This License Must Be Posted At All Times In A Prominent Location.

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Natur Chem, Inc

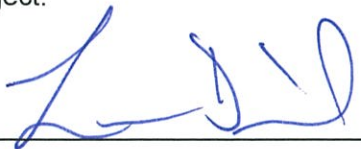
Performing work as: Prime Contractor Sub-Contractor

Professional License Type: Competent Person Confined Space Entry

Professional License Number: _____

Expiration Date of License: 12/1/21

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: 8/23/21

(ATTACH COPY OF LICENSE)



Certificate of Completion

This card confirms that

John Moran

has completed the
Competent Person Confined Space Entry

On December 1, 2020

Instructor: Greg Wellborn

Issued by: **Georgia Utility Contractors Association, Inc.**

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.

Rom III Kellis - 270 Bruner Rd Lexington SC 29072 - President/CEO
Lance Daniel - 270 Bruner Rd Lexington SC 29072 - CFO
Thomas Hughes - 270 Bruner Rd Lexington SC 29072 - CFO / Secretary

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.

Leading vegetation management service and supply provider specializing in herbicide applications, vegetation removal, tree trimming/removal - aquatic and invasive treatments. Serving Southeast US for over 34 years.

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 relationship to describe exists

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 or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified

Under penalty 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 23rd day of August, 2021

Lance Daniel 8/23/21
(Legal Name of Proponent) (Date)

[Signature] 8/23/21
(Signature of Authorized Representative) (Date)

CEO, Chief Revenue Officer
(Title)

Sworn to and subscribed before me,

This 23rd day of August, 2021

[Signature]
(Notary Public) (Seal)

Commission Expires 11/7/2029 8/23/21
(Date)



EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Lance Daniel),
Name

Chief Revenue Officer NaturChem, Inc
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Lance Daniel TITLE: Chief Revenue Officer

SIGNATURE: [Signature]

ADDRESS: 2367 Hockaway Industrial Blvd
Conyers, MI 30012

PHONE NUMBER: 203-957-8989 EMAIL: jmoran@naturchem.net

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	9	0	0	0	9													
FIRST/MID LEVEL OFFICIALS and MANAGERS	33	1	3	0	30		1		2									
PROFESSIONALS	0	0	0	0	0													
TECHNICIANS	0	0	0	0	0													
SALES WORKERS	0	0	0	0	0													
ADMINISTRATIVE SUPPORT WORKERS	0	15	0	1	0					1								
CRAFT WORKERS	0	0	0	0	0													
OPERATIVES	0	0	0	0	0													
LABORERS & HELPERS	0	1	0	0	1													
SERVICE WORKERS	4	0	0	0	4													
TOTAL	222	24	103	1	103													

FIRM'S NAME: Waterchem, Inc
 CONTACT NAME: John Moran
 EMAIL: jmoran@waterchem.net PHONE NUMBER: 803-957-8989
 SUBMITTED BY: [Signature] TITLE: CEO

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Natur Chem, Inc

ITB/RFP Name & Number: Sanitary Sewer Easement maintenance
21ITB000014A-CJC

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is , is not a minority or female owned and controlled business enterprise. (Check the appropriate box)

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

\$ _____ or 100% %

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:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____ W/D
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.


SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)	
--	--

Total Percentage of Subcontractor Value: (%)

0

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 without prior approval of the County, 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.

Signature: [Handwritten Signature] Title: CFO

Business or Corporate Name: NaturChem, Inc

Address: 2307 Rockaway Industrial Blvd
Conyers GA 30012

Telephone: (803) 957-8989

Fax Number: (803) 957-1043

Email Address: jmoran@naturchem.net

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by ALL known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: NaturChem, Inc
(Name of Prime Contractor's Firm)

From: N/A
(Name of Subcontractor's Firm)

ITB/RFP Number: Sanitary Sewer Easement maintenance

Project Name: 21FTB000014A-CJC

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

NaturChem, Inc
(Prime Bidder)

N/A
(Subcontractor)

Signature [Signature]

Signature _____

Title CRO

Title _____

Date 8/23/21

Date _____

SECTION 8

SPECIAL CONDITIONS

- A) Contractor Name: NaturChem, Inc
- B) Address: 2367 Rockaway Industrial Blvd
Conyers MI 48012
- C) Contact Information: Conyers MI 48012
- Primary Contact Name: John Moran
- Phone Number: 478-522-4666
- Email Address: jmoran@naturchem.net

- D) The bidder shall have a minimum of 5 years of experience in the type of work specified and a minimum of five minimum square feet of sewer line easement cleared in the last thirty-six (36) months.
- E) The bidder completed at least 3 other jobs similar in size and scope which the County can verify under the reference check.
- F) The bidder shall provide three references whose work totals or exceeds one million square feet. References shall include company, address, contact name and phone number, square footage cleared and date cleared. Failure to provide sufficient, verifiable references shall result in rejection of bid.

The bidder shall provide copy of Contractor Employee Certificates of Completion in Confined Space Entry training, per Federal Code 29 CFR 1910.146

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

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).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: Natur Chem, Inc SIGNATURE: 

NAME: Lance Daniel TITLE: CRO

DATE: 8/23/21

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

NATURCHEM, INC.

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

DocuSigned by:
Matthew Hook
5F9D07963D56447...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Matthew Hook Vice President of Operations

Please select Attest or Notary from checkbox

Attest Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Denval Stewart
2277A2CEEF73F4E4...

Office of the County Attorney

Candace Jackson

Notary Public

APPROVED AS TO CONTENT:

County: Lexington

DocuSigned by:
David Clark
65CE1C9FDD834B8...

David Clark Director
Public works

Commission Expires: 6/18/2030

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

RM

ITEM#: _____ RCS: _____	ITEM#: <u>2021-0975</u> RM: <u>12/1/2021</u>
RECESS MEETING	REGULAR MEETING

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2021

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 Arthur J. Gallagher Risk Management Services, Inc. 115 Central Island Street, Suite 100 Charleston SC 29492	CONTACT NAME: Joy St. Martin PHONE (A/C No. Ext): 843-972-4721 FAX (A/C, No): 843-577-5062 E-MAIL ADDRESS: joy_st.martin@ajg.com														
INSURED NaturChem, Inc. - SC 270 Bruner Rd. Lexington, SC 29072	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : Commerce and Industry Insurance Company</td> <td style="text-align: center;">19410</td> </tr> <tr> <td>INSURER C : Colony Insurance Company</td> <td style="text-align: center;">39993</td> </tr> <tr> <td>INSURER D : New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company of Pittsburg	19445	INSURER B : Commerce and Industry Insurance Company	19410	INSURER C : Colony Insurance Company	39993	INSURER D : New Hampshire Insurance Company	23841	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 963013036** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		5268252	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		4489734	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		BE021169976	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod/Co Aggregate \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	015893849	6/30/2021	6/30/2022	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability \$25,000 Deductible	Y		CSP4258263	6/30/2021	6/30/2022	Each Occurrence \$1,000,000 Policy Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured included per forms CG 20 15 04 13, CG2033 4-13 & CG2037 4-13 (GL), 87950 9-14 (Auto).
 Bid #171TB105057A-MH Sanitary Sewer Easement Maintenance for Department of Public Works - Fulton County Government its' Officials, Officers and Employees are included as Additional Insured on the General Liability(CG 20 15 04 13, CG2033 4-13 & CG2037 4-13) Automobile Liability (87950 9-14), Pollution Liability (PGI EL 018 02/10) and Umbrella policies. The insurance provided in the General Liability, Automobile Liability, Workers Compensation and Umbrella policies is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to certificate holder, as respects General Liability, Automobile Liability, Workers Compensation and Umbrella policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER Fulton County Department of Purchasing 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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