



CONTRACT DOCUMENTS FOR

24ITB1326442A-BKJ

Water Meter Reading Service

For

DEPARTMENT OF PUBLIC WORKS

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CONTRACT AGREEMENT

Contractor: **Texas Meter & Device Company**

Contract No.: **24ITB1326442A-BKJ, Water Meter Reading Service**

Address: **5866 N State Hwy 6**
City, State **WACO, TX 76712**

Telephone: **254-799-0261**

Email: I.lively@texasmeter.com

Contact: **Layton Lively**
COO

This Agreement made and entered into effective the 1st day of January, 2025 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Texas Meter & Device Company**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Public Works department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Fulton County is seeking the services of a contractor to provide meter reading services. Fulton County provides water distribution services to the four cities North of the Chattahoochee River consisting of Alpharetta, Johns Creek, Milton and Roswell., hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 18, 2024 and 24-0902.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform Fulton County is seeking the services of a contractor to provide meter reading services. Fulton County provides water distribution services to the four cities North of the Chattahoochee River consisting of Alpharetta, Johns Creek, Milton and Roswell. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on 1st day of January 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

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

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$658,966.00, (Six Hundred Fifty Eight Thousand Nine Hundred Sixty Six Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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.

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

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to 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 Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at 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 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, 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, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential

conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, 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, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of 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 Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). 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 Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such

payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in

writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Public Works
Director
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
Telephone: 404-612-2804
Email: david.clark@fultoncountyga.gov
Attention: David Clark

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Texas Meter & Device Company
5866 N State Hwy 6, WACO, TX 76712
Telephone: 254-799-0261
Email: l.lively@texasmeter.com
Attention: Layton Lively

ARTICLE 29. **JURISDICTION**

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

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

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

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

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

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

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time

bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

Texas Meter & Device Company

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

LAYTON LIVELY

Layton Lively
Chief Operating Officer

ATTEST:

Please select Attest or Notary from checkbox

Attest

x

Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Signed by:

Dennal Stewart

Office of the County Attorney

Tara Johnson

Notary Public

APPROVED AS TO CONTENT:

County: McLennan

DocuSigned by:

David Clark

David Clark, Director
Department of Public Works

Commission Expires: 9-12-2026

(Affix Notary Seal)



Please select RCS or RM from the checkbox

X RCS

RM

ITEM#: 24-0902 RCS: 12/18/2024
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING



Insurance Certificate to be attached

ADDENDA



#24ITB1326442A-BKJ - Water Meter Reading
September 18, 2024

Page 2

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

- **Corrected Bid Forms**

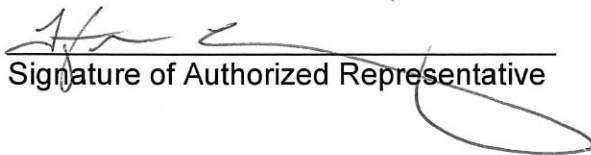
ADDENDUM NO. 1

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

This is to acknowledge receipt of Addendum No.1, 22 day of October, 2024.

Texas Meter & Device Company, LLC

Legal Name of Bidder/Proposer


Signature of Authorized Representative

Layton Lively, COO

Title



#24ITB1326442A-BKJ - Water Meter Reading
October 8, 2024

Page 2

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

- Questions and Answers
- Insurance Requirements

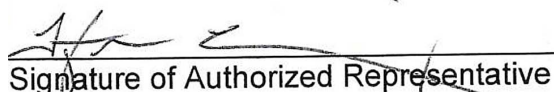
ADDENDUM NO. 2

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

This is to acknowledge receipt of Addendum No.2, 22 day of October, 2024.

Texas Meter & Device Company, LLC

Legal Name of Bidder/Proposer


Signature of Authorized Representative

Layton Lively, COO

Title



#24ITB1326442A-BKJ - Water Meter Reading
October 11, 2024

Page 2

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

- Questions and Answers
- Insurance Requirements

ADDENDUM NO. 3

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

This is to acknowledge receipt of Addendum No.3, 22 day of October, 2024.

Texas Meter & Device Company, LLC

Legal Name of Bidder/Proposer


Signature of Authorized Representative

Layton Lively, COO

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide Fulton County is seeking the services of a contractor to provide meter reading services. Fulton County provides water distribution services to the four cities North of the Chattahoochee River consisting of Alpharetta, Johns Creek, Milton and Roswell. The County has approximately 80,000 customers with reading requirements divided into 5 geographical zones (1,2,3,4 & 7) Zones 1 through 4 are generally residential service and are read every other month Zone 7 consists of larger meters for mostly commercial accounts and are read every month. Zone 7 meters are dispersed throughout the distribution system service area. Of the approximately 2,000 services in Zone 7 approximately half consist of two meters and are installed in concrete vaults. At the time of this scope of work development Zone 7 meters are anticipated to be read by the County, however, the contractor may be asked to perform some reading activities associated with Zone 7 meters on an as needed basis.

The Contractor shall provide daily water meter readings and completion of field service orders on an annual contract for Fulton County Department of Public Works (DPW). Approximately 40,000 meter reads are required each month (approximately 2,000 per work day). It shall be the responsibility of the contractor to supply sufficient staff to read all meters in the system in a timely manner. Service orders are assigned on an as-needed basis to address other needs in addition to the meter reads.

The meters in zones 1 through 4 are essentially smaller meters installed in meter boxes. Approximately half of the meters are Neptune Technology Inc. Automated Meter Reading (AMR) using Neptune R900 Transceivers for collection and transfer to Neptune 360 Software as a Service data collection and transfer to Fulton County's Finance Billing Department. The remainder are manual read meters. Routes typically consist of a combination of manual read and AMR meters and therefore require some degree of walking the routes to visually obtain the reads of non-AMR meters..

1.1 PERFORMANCE SPECIFICATIONS

1.1.1 Meter Reading Volume:

1.1.1.1 Contractor will be required to complete approximately 2,000 meter reads per day, as assigned by DPW. Additional work assigned in the form of service orders or re-reads shall not be considered valid reason for failure to complete the meter reading volumes set out herein.

1.1.1.2 Meter-reading routes will be standard routes defined by DPW and shall be strictly adhered to. All meters and routes are readily accessible using cars or trucks or walking. Density varies from urban / suburban subdivisions to rural farmland / estates lots. Internet available maps and aerial photographs are suggested to assess the variability. Fulton County's policy requires meters to be placed at the right of way or equivalent easement. Less than 1 percent of meters would be hard to

access. There are no unusual or unique read locations (requiring ATVs, boats. etc.).

1.1.1.3 Number of accounts per route may be adjusted upon thirty (30) days written notice by DPW. The Contractor may request adjustment of routes by written notice to the DPW representative. However, final determination of any adjustment will be made by DPW. Based on conservative growth estimates, an average of 1,000 new meters may be added to the system each year. Currently there are 90 to 100 residential routes per month and approximately 10 commercial routes read per month. It is estimated that 98 percent of available customers have a meter with active service. Most services in the cities of Alpharetta, Roswell and Johns Creek are primarily suburban residential with lot frontages averaging 100 to 200 feet. The City of Milton is more rural in nature and frontages may run over 500 feet or more with pastures and farmland common.

1.1.1.4 . Routes are considered to be efficiently laid out premise to premise to avoid dead spots and minimize down time, however the addition of accounts may have impact on routes. Parcel information is available on Fulton County's web site in GIS and aerial imagery at <https://gisdata.fultoncountyga.gov/datasets/tax-parcels-2018/>

1.1.1.5 Currently all meter reads are being gathered by Neptune Technology Group R900 handheld transceiver units independent of any external mounting or connections. tThe R900 transceivers will be provided by DPW. The handheld units provide for both direct read and remote radio read meter read data collection and storage. Route data is loaded into the hand held units by DPW staff and provided to contractor meter reading staff at 7:00 AM each work day Selection of specific codes (i.e. "Broken Lense", etc.) may be performed on handhelds but free form note keeping is not available. More flexibility is anticipated with the change to tablet data collection and the Neptune 360 software.

1.1.1.6 Payment for meter reads shall be per successful accurate read delivered to DPW. Skipped and non-billable reads will not count for payment. Current "can't reads" are estimated to average 25 to 30 per month. Payment Item 1: is a successful read of any meter requiring a manual direct read without vault access. Payment Item 2: is for successful recording of meter reading by the radio read device. Payment Item 3 is for successful reading of a vaulted meter requiring manual read and confined space entry with a two person crew. The payment amount shall be for reading all meters within the vault (typically two). Contractor is required to furnish all material and

equipment for confined space entry meeting OSHA standards. Meters in vaults are located throughout the water service area. Locations are typically immediately adjacent to road rights of way in a separate easement and easily accessible. All meters in vaults are equipped with radio read transmitters and confined space entry procedures should only be required in the event of failure. Less than 20 per month of these are anticipated. Payment Item 4 is for successful read of fire line meters or detector checks. These would occur annually and will be in vaults with confined space entry by a two person crew.

1.1.2 Work Schedule:

1.1.2.1 DPW's normal business hours for meter reading are 7:00 a.m. to 3:30 p.m. (Monday through Friday). Work needs to be completed daily and may continue until completed and submitted the following morning if required. Handhelds and completed routes should be returned the same day, during business hours Monday through Friday (unless mutually agreed by DPW and Contractor to change time). Exceptions to the above hours (including holidays, Saturdays, and Sundays) must have prior approval by DPW.

1.1.2.2 The following holidays will be observed by Fulton County, unless otherwise notified. If the Contractor desires to perform field activities on the following holidays, they must acquire DPW approval, and minimize impacts to County staff and residents.

New Year's Day
 Martin Luther King Jr., Day
 Presidents' Day Memorial Day Independence Day
 Freedom Day (Juneteenth) Labor Day Veterans' Day
 Thanksgiving Day
 Day After Thanksgiving Christmas Eve
 Christmas Day
 New Year's Eve

1.2 Quality Assurance:

1.2.1 Meter reads must be accurate, with an error level of no greater than 1 error per 1000 reads. On a monthly basis, a penalty of \$3.00 may be assessed for each reading error in excess of 1 per 1000 reads. Errors are defined as misreads found by field audit, re-reads requested by billing, or customer requested rechecks which, after investigation, confirm a reading error that creates a significant (more than 10 percent) change in the customers bill. Contractor shall be expected to meet this performance standard immediately upon initiating work.

Example: 40,000 Meter Reads per Month

60	Read errors during the month
<u>-40</u>	Allowable error rate (1 per 1,000)
20	Errors (penalty to be assessed)
<u>\$3.00</u>	Penalty per read error
\$60.00	Penalty to be subtracted from invoice

1.2.2 Meter reading errors for the vaulted meters will be allowed for 1 out of each 1000 accounts.

Errors are defined as misreads found by field audit, re-reads requested by billing, or customer requested rechecks which, after investigation, confirm a reading error. A penalty of \$10.00 will be assessed for each reading error in excess of 1 per 1000.

1.2.3 As a form of quality control, a meter reader shall not be allowed to read a route more than six times in succession. DPW may request the Proposer’s meter reader schedule and route assignments to verify compliance.

1.2.4 The Bidder’s submittal shall specifically address their plan for ensuring the continuity of service during the transition phase between the existing service provider and the initiation of services under this contract. Aspects to be covered shall include but not necessarily be limited to, the provision of uninterrupted meter reading, data transfer and integrity, processing of service orders, and maintaining the quality of service provided to the customers.

1.3 Performance of Services:

1.3.1 Start up of Contract and new service areas

1.3.1.1 The Contractor shall be fully operational and familiar with all routes and County operating procedures on the first day that the contract is in effect, except for special requests that are mutually agreed to between the Contractor and the County. The current contract for meter reading services expires on December 31, 2024. The successful contractor will be required to work with DPW staff to coordinate the workflow during the transition phase to ensure that there is not an interruption in services. The anticipated start date is January 01, 2025

1.3.1.2 As development continues, DPW will add meter reading service areas and either adjust or add routes. Contractor shall be given no more than thirty (30) calendar days to familiarize itself with new service areas added during the contract period.

1.3.2 Schedule: DPW will provide a meter reading schedule consisting of approximately 20 read days per month. Contractor shall comply with

this schedule in order to maintain the County's billing cycle. Fulton County operates on a daily billing cycle consisting of one portion per day. Each of the portions must be completed on the scheduled day, and all portions must be completed during the month. Failure by the Contractor to complete all scheduled meter readings and required re-reads within the allotted time will result in a charge back to the contractor in the amount of \$750.00 for each additional calendar day required to complete the meter reading portion.

- 1.3.3 Completed Routes: Time is of the essence in relation to the work to be performed. All meter reads are to be completed on the day scheduled. All work must be returned to DPW by the end of the work day on the day the meter is read. All hand-held reading devices must be returned to DPW at 11575 Maxwell Road, Alpharetta GA30009. Weather conditions must not prevent the accomplishment of services under this contract unless otherwise agreed to by DPW. The Contractor may request to adjust the daily completion time. The request should be made in writing with an explanation to the DPW contract manager. The final determination will be made by DPW staff.
- 1.3.4 Incomplete Routes: Individual accounts within routes, full routes, or partial routes that are returned to DPW as "no read" will be reviewed on a daily basis. If upon further investigation it is determined that a reading should have been obtained under contract provisions, and could have been obtained by the Contractor through a reasonable level of effort, a penalty of \$3.00 per account not read may be assessed. DPW may consider requests for a waiver of such penalty if contractor demonstrates that the missed reads were due to circumstances which could not be reasonably overcome, and were beyond the control of the contractor, such as a deliberate interference by the property owner or failure of the County-supplied device. Mechanical failure of contractor's vehicles or equipment shall not suffice.
- 1.3.5 If Contractor finds meter routes can be changed to increase productivity, the Contractor should notify the DPW representative in writing and request changes accordingly.
- 1.3.6 Meter Re-Reads: The Contractor may be required to perform meter re-reads resulting from, but not limited to, the following examples: bad readings, high consumption, failed audits, etc. If the re-read of a failed audit account shows that the original read was accurate, the County will pay the Contractor for the second reading at the same rate as for the initial reading. A penalty will only be assessed if the first reading was in error. The Contractor will be responsible for the first re-reads or questionable readings from the failed audit report. Consideration will be given if the meter is physically hard to read (condensation, scratched, etc.). However, the reader is responsible for notifying the County of those meters which cannot be read accurately due to the physical condition of the meter. If the contractor's re-read is found to be in error regardless of the reason a penalty of \$5.00 will be assessed

to the contractor. If a successful re-read is performed prior to the account being billed, no penalty will be assessed. All meter reads in a route (including any required re-reads) are to be completed within a 3 day window. Currently approximately 2100 re-reads per month are required.

- 1.3.7 Meter Conditions: Any physical condition of meter boxes which pose an impediment to readers or citizens must be entered in the hand-held processors by readers when observed. This shall include codes to create work orders to correct broken or obscured meter glass, box, etc. and any note of special interest must be entered such as illegal hookups (straight pipes). Special Notification to the authorized DPW representative is required when the meter reader observes a public safety problem.
- 1.3.8 Meter/Meter Box Maintenance: The Contractor will be responsible for the routine cleaning of meters and ensuring that accessibility to meters is not hampered by grass, sand, dirt, mud or debris of any kind. Contractor recognizes that it is unacceptable for meter box covers and/or meter caps to be left open or not properly seated or closed, and will take necessary measures to ensure that these conditions are not caused by the Contractor or its employees. Contractor will receive a report daily showing addresses of meter boxes that need the lid replaced. The Contractor will place a new lid, provided by DPW, on the box and return all broken or damaged lids to DPW for recycling. DPW will be responsible for all mechanical repairs to the meter boxes. The Contractor's employees should not attempt repairs of any kind.
- 1.3.9 The Contractor shall be responsible for placing pre-printed door notices, provided by DPW, informing the customer of problems and conditions such as possible leaks and high consumption when such conditions are identified. Two types of generic hangers are to be used. One specific to suspected leaks and the other the other related to site conditions. Both require the date and address to be manually completed and relevant conditions to be checked. Currently an estimated 1000 door hangers per month are required.
- 1.3.10 Transfer Orders: DPW will perform this service.
- 1.3.11 Move Out Orders: DPW will perform this service.
- 1.3.12 Move In Application Orders: DPW will perform this service.
- 1.3.13 Lock-off Orders: DPW will perform this service.
- 1.3.14 Reconnect Orders: DPW will perform this service.
- 1.3.15 Quality Standards: Meter reading errors for the service orders (Move In, Move-Out, Transfer, Reconnect and Lock-off) will be allowed for 1

out of each 1,000 orders. Errors are defined by each work order issued wherein a customer requests a re-read and after investigation, a reading error is confirmed. A penalty of **\$ 10.00** will be assessed for each reading error in excess of 1 per 1,000 Move In, Move-Out, Transfer, Reconnect and Lock-off Orders issued. Error rates are calculated based on the calendar month in which the service request was issued.

- 1.3.16 Timeliness Standards: DPW will issue the Move-In Application, Move-Out, Transfer orders no later than 8:00am each day and Lock-off and Reconnect orders no later than 9:00am each day (Fridays and Holidays are excluded for Lock-off orders). Move-In Application, Move-Out, Transfer, Lock-off, and Reconnect orders are to be completed that same day.

1.4 Reporting Requirements:

The Contractor is responsible for submitting to the County, on a daily basis, pictures taken of meters, full reports with meter codes, and any incidents that may be connected with the meter reading performance and the distribution system. The format of reports, and the reporting process used, must be approved by the County. Appropriate and accurate use of meter reader entered codes is critical to the County's utility billing operation, and is a required part of the meter reading function. Inaccurate codes entered by the meter reader which result in estimated customer utility bills may be charged back to the contractor, at the rate of \$5.00 per inaccurately entered code.

1.5 Contractor Performance Incentives:

- 1.5.1 The County intends to provide incentive to the Contractor for assistance in resolving meter conditions which result in under-billing of utility charges to consumers. Specifically, the County will pay \$25.00 to the Contractor for each inoperative meter identified by the Contractor and verified by DPW, which has not been previously identified as inoperative by either party, and which is not inoperative due to abuse or damage. Furthermore, the County will pay \$25.00 to the Contractor for each meter connection reported by the Contractor to the County, which has not been previously identified, and has not been billed or obtained a meter reading within the previous six (6) months.

Fulton County will consider other instances in which incentive pay may be offered to the contractor, provided a savings to the County has been proven.

- 1.5.2 Contractor will schedule quarterly meetings with DPW Staff to provide input and recommendations related to the performance of the contract, any deviations from schedule or performance, and potential improvements in the following areas: meter reading technology, meter reader productivity, lost/found meters, meter reading error reduction initiatives, potential opportunities to enhance County revenues or reduce County expenditures, and any other potential

proposed improvements that the meter reading vendor would like to discuss.

CONTRACTOR RESPONSIBILITIES

2.0 Contractor's Employees:

2.0.1 The Contractor will provide a staff of employees, including supervisory personnel, or contractors, as proposed in its staffing plan for the efficient operation of the services described herein. The contractor represents that all its employees, agents, subcontractors and suppliers who perform services under this contract shall be qualified and competent to perform such services. Any persons employed by the Contractor in connection with such operation will be considered by DPW to be on the Contractors payroll and will be deemed employees of the Contractor for all purposes including taxes and insurance. The Contractors employees and subcontractors will comply with all rules promulgated by County for the safe and orderly conduct of the activities carried out within the County. The Contractors employees and subcontractors will have reasonable access to such parts of County Facilities as necessary to enable the Contractor to carry out its responsibilities hereunder, consistent with the security requirements provided for in the bid.

2.0.1.1 If the Contractor plans to use subcontractor(s), the name(s) should be provided in the bid document with a percentage of how much work will be done by the subcontractor(s) (see attached list below). The contractor will be responsible for entering into a contract with the County, and will be responsible for completion of the services as specified. Failure of any subcontractor to perform will not relieve the Contractor from accountability to the contract.

2.0.2 If the County objects to the continued use of any of the Contractor's employees or subcontractors at any level, the Contractor will be notified in writing, stating the reason for its objection. The Contractor will immediately remove such employee from activities related to this contract.

2.1 Training:

DPW will provide one 8-hour session of initial training for up to 10 persons to outline the use of the County-supplied collector units and the service order web-application. This will include an overview of DPW service territory for Contractor-selected personnel prior to the start of the contract. This session will be cooperatively scheduled between DPW and the Contractor. Contractor shall be responsible for ensuring the attendance of the session by their staff, and for any future educational needs of new staff.

2.2 Supervision:

The Contractor is an independent contractor and will be solely responsible for full time supervision of all personnel. Responsibilities include, but are not

limited to, arranging for work assignments; follow-up monitoring of meter readers in the field; scheduling; and monitoring reader activity from reports and follow-up. Problems encountered in the field which could result in schedule delays must be coordinated through the authorized DPW Representative.

2.3 Employee Identification:

2.3.1 Personnel assigned will be required to wear a Contractor provided uniform and picture identification badge. The badge shall have a photograph of the Contractor's employee. No personnel shall be permitted to work under this contract until they have a satisfactory identification badge. The design of the uniform is subject to approval of the DPW. All of contractor's meter reading personnel shall wear the same uniform. Shorts matching uniform pants in style and material may be worn but length shall be no more than 2 inches above the knee.

2.3.1.1 Identification badges must be worn and visible in the field at all times.

2.3.1.2 When an employee is terminated the identification badge must be returned to the Contractor immediately. Contractor is to demonstrate that these processes and policies are in effect to the satisfaction of DPW.

2.3.1.3 Failure to wear appropriate uniform and ID may result in a \$25.00/day/employee penalty. New employees with special order uniform requirements must be in proper uniform within two weeks of starting work under this contract.

2.3.2 Cleaning of the uniforms will be the responsibility of the Contractor. Contractor's employees must maintain a neat and clean appearance while providing meter-reading services. Appropriate personnel safety equipment is required and should be provided by the Contractor for all field personnel. As a minimum field personnel shall wear clothing of High-Viz material or yellow safety vest when reading meters.

2.4 Drivers License:

Contractor must ensure that all employees required to drive during the performance of this contract, will maintain a valid State of Georgia driver's license. Employees without a valid Georgia driver's license are prohibited from driving a vehicle during performance of this contract.

2.5 Customer Relations:

The Contractor is responsible for ensuring that its employees conduct themselves in a courteous and professional manner when dealing with all customers of Fulton County. The Contractor shall ensure that Fulton County customers and their property are treated with respect at all times.

2.6 Transportation:

- 2.6.1 The Contractor will be responsible for all transportation needs necessary to complete the work. Contractor owned/provided vehicles are required. Vehicle make and model is at the contractor's discretion so long as they provide a clean and professional appearance and are appropriate for the work being performed. Compliance with all insurance requirements per this bid document will be verified through submittal of the Certificate of Insurance provided by the bidder. All vehicles must be maintained to provide a clean appearance, and operate without offensive exhaust emissions, noise pollution, or vehicle leakage. Safety equipment appropriate for the work being undertaken, such as placards (Caution- Frequent Stops), four-way flashers, or light bars must be provided by the Contractor for each vehicle used for reading purposes.
- 2.6.2 All vehicle and equipment related charges shall be incorporated into the per meter read cost as proposed.
- 2.6.3 The Contractor must furnish vehicle identification for each vehicle used to perform services under this contract clearly indicating its use in meter reading services. It should include the company name and logo. Signage to be provided by Contractor at their own expense and must be approved by DPW.

2.7 Materials and Supplies:

- 2.7.1 The Contractor must furnish all hand-tools, materials, and supplies necessary to provide services including, but not limited to: meter keys, pliers, vault keys, reading tubes and hand pumps. DPW will provide any required vault access hatch keys.
- 2.7.2 The County will provide locking devices for accounts identified to be locked off or services to be discontinued and meter box lids for replacing damaged or missing lids.
- 2.7.3 The Contractor shall be responsible for providing and maintaining all field crews with cellular devices which incorporate a standard web-application (text, email, etc.) which can be used for receiving and processing service requests. Service orders (transfer, move-out, move-in, lock-offs and reconnects) may be assigned to the contractor, and completed through, a standard web application on cell phones (smart phones). Cell phones for all field staff are to be provided by the winning contractor and must include standard text communication web applications (email, text messaging, etc).

2.8 Hand-held Meter Reading Devices:

2.8.1 DPW will furnish enough hand-held meter reading devices (transceivers) to accommodate 400 meter direct and radio reads per person per day up to a maximum of 6 devices. If the Contractor's plan requires more hand-held devices, the Contractor will be responsible for acquiring such additional hand-held devices, and will be required to coordinate the purchase with the DPW representative. The Contractor shall be responsible for the timely collection and delivery of the hand-held electronic meter reading devices. The hand-held electronic meter reading devices may be picked up at the DPW Water Resources Operations Center located at 11575 Maxwell Road, Alpharetta GA 30009 starting at 6:00 a.m., and must be returned by 3:00 p.m. each day. Failure to return all hand-held devices by the scheduled time may result, at the County's discretion, in a \$25.00 charge back to the contractor for each incident.

2.8.2 The DPW will provide routine maintenance and repair of hand-held devices. The Contractor will be held financially liable for any damage or loss to the equipment due to negligence or abuse by its employees. The Contractor shall pay for any lost or damaged DPW equipment

2.8.3 The Contractor is prohibited from tampering, altering or adjusting the hand-held reading device and associated equipment.

2.8.4 If a hand-held reading device fails while in use by the Contractor, the remainder of accounts assigned to the meter reader for that day should be read and recorded manually using a DPW-provided route printout. The Contractor is expected to return the failed device to DPW as soon as the failure is encountered so that an attempt can be made to retrieve the data. If the data is lost, the Contractor will be responsible for obtaining another reading at those locations to replace the lost data, within one business day. DPW will compensate the Contractor for collecting these readings a second time at the unit cost supplied in this submittal for meter reading. Failure of hand held reading device is estimated at less than one percent routes read.

2.9 Provision of Field Communication Equipment:

The successful contractor will be responsible for providing any and all necessary field communication equipment. Fulton County will not provide any of this type of equipment for the Contractor.

2.10 OSHA Standards and Safety:

2.10.1 The Contractor and Contractors employees shall comply with all OSHA safety standards to include, but not limited to, regulations for confined space entry, particularly as it related to large meter vaults.

2.10.2 It is the Contractor's responsibility for the prevention of accidents regarding persons engaged in contract-related work, or persons in the

vicinity of the work site. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction.

2.11 Licenses and Permits:

The Contractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Contract and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Contract or the performance thereof, including, but not limited to, those relating to safety issues, employment issues, and vehicle operation. Contractor shall promptly correct any violations of such statutes, ordinances, rules, regulations, orders committed by Contractor, its agents, servants and employees; and Contractor shall receive and respond to, and shall defend, indemnify and save harmless the County, as well as anyone to whom the County is obligated, and their agents, and employees from and against any loss, liability, or expense arising from, any such violations and any citations, assessments, fines, or penalties resulting thereof

2.12 Communications:

At all times, Contractor shall maintain effective and clear lines of communication with the DPW representative through a designated contact and/or backup and shall provide and maintain a current list of contact names, phone numbers and email addresses to ensure that immediate contact can be established if needed.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$658,966.00, (Six Hundred Fifty Eight Thousand Nine Hundred Sixty Six Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Texas Meter & Device Company, LLC

For: **Insert Bid# and Title**

Submitted on October 22, 2024.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 658,966.00

(Dollar Amount In Numbers)

Six hundred fifty eight thousand and nine hundred and sixty six dollars and zero cents.

(Dollar Amount in Words)

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

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

The quantities listed in the Bid Schedule are approximated and are for the sole purpose of assuring uniformity between bidders. Payment shall be for the actual quantities provided. The County may elect to provide some services described herein and listed in the Pricing Sheet with County staff. Direct meter reading and radio meter reading (items 1 and 2 in the Pricing Sheet) reflect work tasking (but not necessarily accurate quantities) that the contractor should expect as a minimum.

BASE BID AMOUNT

Having carefully examined the bid documents and having also examined the site conditions, the undersigned Bidder hereby offers to furnish all labor, tools, materials needed for the performance of the entire contract in accordance with said documents and the following Bid Pricing Schedule.

Item No.	Item Description	Estimated Quantities	Unit Price	Extended Price (qty. x price)
1.	Meter Reading Services per Direct Meter Read, <i>Complete Outsourced Cycles</i> , per specifications	250,000	\$1.28	\$320,000.00
2.	Meter Reading Services per Radio Meter Read, <i>Complete Outsourced Cycles</i> , per specifications	250,000	\$1.28	\$320,000.00
3.	Vaulted Meter Reading Services with Confined Space Entry Required per Vault Entry per specifications	100	\$31.61	\$3161.00
4.	Detector Check (Fire Line) Vaulted Meters, to be read once a year, per specifications	500	\$31.61	\$15,805.00
TOTAL	Lines (1 thru 4)			\$658,966.00

Bid Schedule continued

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid

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Section 2
Bid Form

Enclosed is a Bid Bond in the approved form, in the sum of:

n/a _____ Dollars

(\$ _____) according to the conditions of "Instructions to Bidders" and provisions

thereof.

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

ADDENDUM # 1 DATED 09/18/2024

ADDENDUM # 2 DATED 10/08/2024

ADDENDUM # 3 DATED 10/11/2024

ADDENDUM # _____ DATED _____

BIDDER: Texas Meter & Device Company, LLC

Signed by: Layton Lively

[Type or Print Name]

Title: Chief Operating Officer

Business Address: 5866 N. State Hwy 6

Waco, TX 76712

Business Phone: 254.799.0261

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

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

Name	Address

END OF SECTION

EXHIBIT E

PURCHASING FORMS

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Purchasing Forms & Instructions

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]** Texas Meter & Device Company, LLC 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.

1352365
EEV/Basic Pilot Program* User Identification Number

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

Chief Operating Officer

Title of Authorized Officer or Agent of Contractor

Layton Lively

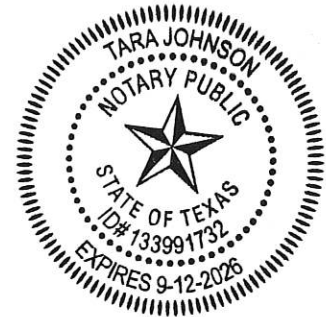
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21 day of October, 2024

Notary Public: Tara Johnson

County: McLennan

Commission Expires: 9.12.26



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].

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.

Steve Swenke- CEO/President
Layton Lively- Chief Operating Officer
Ross Miller- CFO

5866 North State Hwy 6, Waco, TX 76712

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.

AMI Installation Services (Including Meter Reading), High Voltage Testing, Metering Refurbishment, Transformer/Transocket

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.

N/A

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES

NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES

NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

☐ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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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 19th day of December, 2024Layton Lively 12.19.24
(Legal Name of Proponent) (Date)[Signature] 12-19-24
(Signature of Authorized Representative) (Date)Chief Operating Officer
(Title)

Sworn to and subscribed before me,

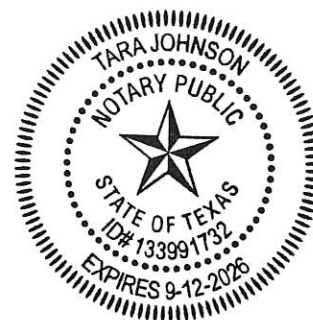
This 19 day of December, 2024Tara Johnson
(Notary Public) (Seal)Commission Expires 9-12-26
(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

#24ITB1326442A-BKJ
Water Meter Reading

Section 7
Contract Compliance Requirements

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Layton Lively
_____),

Name

Chief Operating Officer

Texas Meter & Device Company, LLC

Title

Company Name

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

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

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Section 7
Contract Compliance Requirements

- 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: Layton Lively TITLE: Chief Operating Officer

SIGNATURE: 

ADDRESS: 5866 North State Hwy 6, Waco, TX 76712

PHONE NUMBER: 254.799.0261 EMAIL: info@texasmeter.com

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Contract Compliance Requirements**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

Prime Bidder/Proposer Company Name Texas Meter & Device Company, LLC

ITB/RFP Name & Number: 241TB1326442A-BKJ

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

☐ Male or ☐ Female (Check the appropriate boxes).

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

_____ Or _____ \$
% 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>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date		Date	

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Section 7
Contract Compliance Requirements

Certified		Certified	
-----------	--	-----------	--


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

Total Dollar Value of Certified Subcontractors: (\$) 0

Total Percentage of Certified Subcontractors: (%) 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, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

Signature:  **Title:** Chief Operations Officer

Business or Corporate Name: Texas Meter & Device Company, LLC

Address: 5866 North State Hwy 6, Waco, TX 76712

Telephone: (254) 799-0261

Fax Number: ()

Email Address: info@texasmeter.com

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2024

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 Insurors of Texas 225 South Fifth Street Waco TX 76701	CONTACT NAME: Commercial Accounts PHONE (A/C, No, Ext): (254) 759-3701 FAX (A/C, No): (254) 750-8135 E-MAIL ADDRESS: cl@insurorsoftexas.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Charter Oak Fire</td> <td style="width: 20%;">NAIC # 25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co Of America</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Property & Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Hartford Insurance</td> <td>29459</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Charter Oak Fire	NAIC # 25615	INSURER B: Travelers Indemnity Co Of America	25666	INSURER C: Travelers Property & Casualty Company of America	25674	INSURER D: Hartford Insurance	29459	INSURER E:		INSURER F:	
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INSURER B: Travelers Indemnity Co Of America	25666												
INSURER C: Travelers Property & Casualty Company of America	25674												
INSURER D: Hartford Insurance	29459												
INSURER E:													
INSURER F:													
INSURED Texas Meter & Device Co., LLC 5866 N State Hwy 6 Waco TX 76712													

COVERAGES**CERTIFICATE NUMBER:** 23/24 Master**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			Y-630-9R320202-COF-23	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PERSONAL & ADV INJURY \$ 1,000,000				
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			810-9R272328-23-14-G	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-1T569383-23-NF	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65WEAO1329	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General & Auto Liability policies contain blanket automatic additional insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability and Commercial Auto policies include blanket automatic endorsements that provide waiver of subrogation status to the certificate holder only when there is a written contract between the named insured & the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

Texas Meter & Device Co, LLC (PROOF OF INSURANCE)

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2025

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 Insurors of Texas 225 South Fifth Street Waco TX 76701	CONTACT NAME: Commercial Lines PHONE (A/C, No, Ext): (254) 759-3701 FAX (A/C, No): (254) 754-1375 E-MAIL ADDRESS: CL@insurorsoftexas.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: The Phoenix Insurance Company	
INSURER B: Travelers Property & Casualty Company of America	
INSURER C: Twin City Fire	
INSURER D: Westfield Specialty Insurance Company	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 24/25 Master**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			Y-630-9R320202-PHX-24	04/01/2024	04/01/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			810-9R272328-24-14-G	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-1T569383-24-NF	04/01/2024	04/01/2025	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65WEAO1329	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Excess Umbrella Liability			XSL330438R01	04/01/2024	04/01/2025	Each Occurrence	\$10,000,000
							General Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General & Auto Liability policies contain blanket automatic additional insured endorsements that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability and Commercial Auto policies include blanket automatic endorsements that provide waiver of subrogation status to the certificate holder only when there is a written contract between the named insured & the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Purchasing & Contract Compliance
 141 Pryor Street

Atlanta

GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Cerca Technologies, LLC	Additional Named Insured
Metrum Capital Partners	Additional Named Insured
MTM Holdings, LLC	Limited Liability Company, Additional Insured
Steve Swenke Holdings, LLC	Limited Liability Company, Additional Named Insured
Swenke Holdings, LLC	Limited Liability Company, Additional Named Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and**
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your**

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALEERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies D. Blanket Additional Insured – Broad Form Vendors E. Blanket Additional Insured – Controlling Interest F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations I. Blanket Additional Insured – Grantors Of Franchises J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Blanket Waiver Of Subrogation M. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

COMMERCIAL GENERAL LIABILITY

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

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issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Certificate Of Completion

Envelope Id: 8309A5CD-9EAC-4DB5-BEE2-46DF64512107		Status: Completed
Subject: 24ITB1326442A-BKJ, Water Meter Reading Service		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 76	Signatures: 5	Envelope Originator:
Certificate Pages: 6	Initials: 0	Brian Jones
AutoNav: Enabled	Stamps: 2	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		brian.jones@fultoncountyga.gov
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Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None)	<div>Completed</div> <div>Using IP Address: 74.174.59.4</div>	Sent: 1/6/2025 10:50:59 AM Viewed: 1/6/2025 3:20:54 PM Signed: 1/6/2025 3:21:01 PM
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<p>David Clark</p> <p>David.Clark@fultoncountyga.gov</p> <p>Director</p> <p>Public Works</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/13/2017 1:07:14 PM ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732</p>	<p>DocuSigned by: <i>David Clark</i> 65CE1C9FDD834B8...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10</p>	<p>Sent: 1/6/2025 3:21:05 PM</p> <p>Viewed: 1/6/2025 3:21:50 PM</p> <p>Signed: 1/6/2025 3:21:53 PM</p>
<p>Denval Stewart</p> <p>Denval.Stewart@fultoncountyga.gov</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Signed by: <i>Denval Stewart</i> 8B574564AFF0466...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p>	<p>Sent: 1/6/2025 3:21:56 PM</p> <p>Viewed: 1/6/2025 3:24:47 PM</p> <p>Signed: 1/6/2025 4:15:44 PM</p>
<p>Nikki Peterson</p> <p>nikki.peterson@fultoncountyga.gov</p> <p>Chief Deputy Clerk to the Board of Commissioners Fulton County Government</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p>	<p>Completed</p> <p>Using IP Address: 68.208.197.4</p>	<p>Sent: 1/6/2025 4:15:47 PM</p> <p>Viewed: 1/7/2025 1:10:27 PM</p> <p>Signed: 1/7/2025 1:13:10 PM</p>
<p>Robert L. Pitts</p> <p>harriet.thomas@fultoncountyga.gov</p> <p>Chairman</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/7/2025 4:31:32 PM ID: aa723701-4deb-4c94-aed7-18aeb2e6b3c9</p>	<p>Signed by: <i>Robert L. Pitts</i> 14E1B4AA5F6A44A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p>	<p>Sent: 1/7/2025 1:13:17 PM</p> <p>Viewed: 1/7/2025 4:31:32 PM</p> <p>Signed: 1/7/2025 4:31:42 PM</p>
<p>Tonya R. Grier</p> <p>tonya.grier@fultoncountyga.gov</p> <p>Clerk to the Commission Fulton County</p> <p>Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4</p>	<p>DocuSigned by: <i>Tonya R. Grier</i> EEC476C4837648D...</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p>	<p>Sent: 1/7/2025 4:31:46 PM</p> <p>Viewed: 1/7/2025 4:33:33 PM</p> <p>Signed: 1/7/2025 4:33:43 PM</p>
<p>Brian Jones</p> <p>brian.jones@fultoncountyga.gov</p> <p>President-Elect Fulton County Government</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 74.174.59.4</p>	<p>Sent: 1/7/2025 4:33:48 PM</p> <p>Viewed: 1/7/2025 5:09:06 PM</p> <p>Signed: 1/7/2025 5:09:45 PM</p>

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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dian.devaughn@fultoncountyga.gov
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	1/7/2025 5:09:45 PM
Completed	Security Checked	1/7/2025 5:09:49 PM

Payment Events	Status	Timestamps
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Required hardware and software

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

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