



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**22ITB075A-KM**

**Sewer Line Chemical Root Control Services**

**For**

**Department of Public Works**

*Index of Articles*

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

*Exhibits*

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

## CONTRACT AGREEMENT

Contractor: Dukes Control, Inc.  
Contract No.: 22ITB075A-KM, Sewer Line Chemical Root Control Services  
Address: 400 Airport Road, Suite E  
City, State: Elgin, Illinois 60123  
Telephone: 888-655- 4085  
Email: [mfishburn@dukes.com](mailto:mfishburn@dukes.com)  
Contact: Matt Fishburn  
President

This Agreement made and entered into effective the 21<sup>st</sup> day of March, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **DUKES ROOT CONTROL, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Public Works hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide a chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit regrowth, without permanently damaging the vegetation producing the roots, 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(Non-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 March 15, 2023, Item#23-0204.

#### ARTICLE 2. **SEVERABILITY**

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

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform sewer line chemical root control services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

signed by the County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 6. **MODIFICATIONS**

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

#### ARTICLE 7. **SCHEDULE OF WORK**

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

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

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

##### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the 21<sup>st</sup> day of March 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

##### **b. Renewal Terms**

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

by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January 2024 and shall end no later than the 31<sup>st</sup> day of December 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January 2025 and shall end no later than the 31<sup>st</sup> day of December 2025. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

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

**d. Same Terms**

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

**e. Statutory Compliance Regarding Purchase Contracts.**

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

**ARTICLE 9. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$349,996.36 (Three Hundred Fourty Nine Thousand Nine Hundred Ninety Six Dollars and Thirty Six 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:

Director  
141 Pryor Street, S.W. Suite 6001  
Atlanta, Georgia 30303  
Telephone: (404) 612-2804  
Email: [david.clark@fultoncountyga.gov](mailto:david.clark@fultoncountyga.gov)  
Attention: David Clark

**With a copy to:**

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

Notices to Contractor shall be addressed as follows:

Dukes Root Control, Inc.  
President  
400 Airport Road, Suite E  
Elgin, IL 60123  
888-655-4085  
Email: [mfishburn@dukes.com](mailto:mfishburn@dukes.com)  
Attention: Matt Fishburn

## ARTICLE 29. JURISDICTION

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

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

## ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

## ARTICLE 31. FORCE MAJEURE

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

## ARTICLE 32. OPEN RECORDS ACT

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

24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 33. **INVOICING AND PAYMENT**

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

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

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

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

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)

- c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

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

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

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

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

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.



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

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L Pitts, Chairman  
Board of Commissioners

CONTRACTOR:

**DUKES ROOT CONTROL, INC.**

DocuSigned by:

*Mathew Fishburne*

Matt Fishburn  
President

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

ATTEST:

DocuSigned by:

*Mathew Fishburne*

Secretary/  
Assistant Secretary

( Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Patrick O'Connor*

Office of the County Attorney

DocuSigned by:



APPROVED AS TO CONTENT:

DocuSigned by:

*David Clark*

David Clark, Director  
Public Works

# **ADDENDA**



Date: November 30, 2022

Project Number: 22ITB075A-KM

Project Title: Sewer Line Chemical Root Control Services

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

- The ITB due date changed from Friday, December 30, 2022 at 11:00 A.M., local time to Friday, January 6, 2023 at 11:00 A.M., local time

**ADDENDUM NO. 1**

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

This is to acknowledge receipt of Addendum No. 1, 30th day of November, 2022

Duke's Root Control, Inc.  
Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

Kevin Hughes, Sr. Vice President of Sales  
Title

**EXHIBIT A**

**GENERAL CONDITIONS**

## GENERAL CONDITIONS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

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



# **EXHIBIT C**

## **SCOPE OF WORK**

# SCOPE OF WORK

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The Contractor shall provide the following:

## 1.0 GENERAL

A chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit regrowth, without permanently damaging the vegetation producing the roots. The terminology related to the chemical product shall be herbicide rather than pesticide pursuant to federal and state law. The chemical root control product being used by the contractor must meet all qualifying criteria. All licenses and certifications shall be designated accordingly.

## 2.0 CONTRACTOR RESPONSIBILITIES

A) License with the Georgia Department of Agriculture prior to the bid submittal date, must have a minimum level of herbicide application experience as stated in Section 10, "Contractor Qualifications" and must have a Georgia Certified herbicide applicator on the job site at all times.

B) Provide Pollution Liability Insurance; in addition to all other insurance and bonds specified herein (See General Conditions).

C) Provide a money-back guarantee on all work specified herein as set forth in Section 4. 3.0 "Guarantee"

D) The Contractor shall be responsible for all property damage and for all cleanup and restoration associated with any chemical spill.

E) The Contractor shall be responsible for all property damage and for all cleanup and restoration associated with and/or sewer stoppages caused by live roots located in a treated mainline (manhole to manhole) within two years of treatment.

F) Place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.

G) Use a reduced pressure zone backflow prevention device or air gap whenever accessing fresh water for mixing chemicals. The Contractor shall obtain a meter from the County, inform the County of the location where potable water will be accessed prior to obtaining such, meter the quantities withdrawn, and report quantities of water used during the project to the County in the weekly report. In South Fulton County contractor shall obtain a meter from the City of Atlanta and arrange to report the quantity to the City. In designated areas of the City of Roswell, the contractor shall obtain a meter from the City of Roswell and arrange to report the quantity to the City. While working in the city of Sandy Springs contractor shall obtain a meter from the City of Atlanta and arrange to report the quantity to the City.

H) The Contractor shall return not later than every 6 months throughout the life of the guarantee, in order to evaluate the success of the project and to conduct any free guarantee work that may arise.

I) Provide post-inspection of the work to demonstrate the success of the project.

J) The Contractor shall comply with all Federal, State, and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all herbicide containers.

K) Perform or directly supervise all services required under this Contract and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such services.

L) The Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by the County.

### 3.0 GUARANTEE

For each sewer section (manhole to manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the County, the Contractor shall, at his own expense, retreat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within four months after the application; or, (2) the section becomes blocked and surcharges/overflows due to tree-root obstructions within a minimum period of two years, beginning on the date of treatment and ending two years after the date of treatment. Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee. The Contractor shall be responsible for damages caused to a home due to sewer backup caused by live roots of a treated mainline (manhole to manhole) occurring within two years of treatment of the blocked treated sewer line. The Contractor will indemnify, defend, and hold harmless the County for any claimed damages caused by live roots located in a treated mainline within two years of treatment.

The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed, or deformed pipe; or flooding caused by a surcharged or blocked sewer section downstream from a guaranteed sewer section. The decision of the County as to the cause of a stoppage is binding.

### 4.0 POST INSPECTION

Within 120 days of treatment, the Contractor shall inspect up to ten percent of the system treated to verify the success of the project. The segments of the system will be selected randomly by the County. The Contractor may use a pole mounted, high resolution camera or conventional tractor mounted camera to inspect the selected pipe segments. A written report and corresponding

professionally documented video will be provided to the County for all segments inspected.

If a pole camera is used for the video inspection a pole camera inspection shall be taken in both the upstream and downstream manholes for each pipe segment. A light source shall be inserted into the manhole opposite the manhole where the pole camera is inserted to ensure full view of the included pipe segment. If the entire segment cannot be properly evaluated using a pole mounted camera, a tractor mounted camera shall be used for the evaluation of that segment.

If roots are present, the segment shall be cleaned with a hydraulic root cutter and the roots shall be captured for evaluation. If requested by the County and at no cost to the County, the contractor shall provide a laboratory analysis to confirm whether or not the roots found in the pipe segment are dead.

## 5.0 COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be registered with the EPA and the respective State Department of Agriculture prior to the bid opening and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling and deterring re-growth on roots that have entered the sewer system. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

### 5.1 ACTIVE INGREDIENT

A) Shall not contain the active ingredient copper sulfate.

### 5.2 SURFACTANT SYSTEM

A) Shall produce a dense, small bubble, clinging foam, which sustains its shape.

B) Shall enhance the penetration of herbicide into root masses.

C) Shall not be surfactants designed to foam chemically; upon contact with water (see section 6 below).

## 6.0 MANNER OF APPLICATION

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

- a) The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Root treatment will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. Foam quality shall be sufficient to penetrate "wye" connections and effectively treat large diameter pipe. Therefore, applications of chemicals

designed to generate foam “chemically” on contact with water shall not be accepted.

- b) Manholes used to access a main line sewer section for treatment (Access Manholes) must be treated as part of the main line treatment and included as part of the main line section price per foot.
- c) The Contractor must treat additional manholes (manholes not treated as part of a main line sewer section treatment) upon request of the County. The Contractor must fully cover the inside manhole wall with a 3-inch coating of herbicide foam within 12 inches of the road/ground surface. The Contractor must incorporate a treatment method that complies with all safety and label instructions of the herbicide product accepted for use.
- d) Contractors submitting products for use that prohibit the active pumping of root control herbicide product within 50 feet of access manholes must submit an application plan to treat the remaining 50 feet of pipe and manholes that is consistent with label instructions and without exposing applicators, County’s personnel and bystanders to herbicide vapors. Particular attention must be paid to large diameter pipe and manholes, in which simple purging of the hose will not produce sufficient foam to guarantee full coverage of pipe and manhole walls.

#### 7.0 PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The County may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the County.

#### 8.0 PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely affect wastewater treatment plant processes, in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the County. The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the County.

#### 9.0 TRAFFIC CONTROL

a) The Contractor shall conform to requirements for traffic control established by the current Manual of Uniform Traffic Control Devices, federal, state, and local laws. When working in heavy traffic areas, a traffic control plan shall be submitted to the County for review and comment. However, the Contractor has the sole responsibility for traffic control and the safety/welfare of his employees, the County’s representatives and the general public at the work site.

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

c) The Contractor shall provide 48 hour notice to any property owner where ingress/egress may be blocked or impeded during the execution of the work.

d) The Contractor shall not close any roadway without obtaining prior approval from the County. The Contractor shall submit a closure plan to the County for approval prior to the roadway closure.

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

#### 10.0 EMERGENCY

The Contractor shall provide the County with the name(s) and emergency contact information of the responsible person(s) representing the Contractor for 24 hour, seven days per week emergency response. The information shall remain current at all times throughout the duration of the contract. Any change in contact information shall be given to the County in writing.

Calls of an emergency nature received by the County will be transferred to the Contractor for immediate disposition in accord with the provisions herein. Twenty four hours per day, seven days per week, the Contractor shall respond within two hours of notification by the County.

Contractor emergency response personnel shall be dispatched with proper equipment to safely respond to the call within two hours of notice. The emergency crew shall be equipped to expeditiously mitigate emergencies and control traffic in accordance with Federal, State, and local laws and ordinances.

In the event an emergency occurs and was not conveyed by the County, the Contractor shall notify the County immediately.

#### 11.0 SAFETY

The Contractor shall comply with all Federal, State, and local safety regulations and County safety requirements. The Contractor is required to operate and maintain safety equipment and is responsible for all safety training for his personnel. The Contractor shall never leave an open manhole unattended. All equipment shall be removed from the sewer system at the end of each work day.

The Contractor shall perform all work in the safest possible manner. The County may make unannounced inspections to ensure compliance with safety requirements. If the Contractor is deemed to be working in an unsafe manner by the County, the Contract may be terminated.

## 12.0 ASSISTANCE PROVIDED BY THE COUNTY

- a) A representative of the County will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- b) The County shall provide for the entering of private lands, public lands and rights of-way.
- c) The County shall provide access to fresh water at a location or locations to be designated by the Contractor. (See Section 4; 2.0-F)
- d) The County shall locate and uncover hidden or buried manholes. However, contractor shall attempt to locate the manholes.

## 13.0 RECORD KEEPING

The Contractor shall be responsible for keeping project records. All records shall be accurate, complete and legible. The project records shall include the date of treatment, section of line treated, volume of chemical concentrate used, equipment used and any other pertinent information / data the County finds applicable. Specific field conditions, access problems or unusual conditions within the pipeline shall be noted in the records. High flows or conditions that may cause imminent system failure should be reported to the County immediately. Records shall be submitted electronically to the County weekly.

# **EXHIBIT D**

# **COMPENSATION**



## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$349,996.36 (Three Hundred Forty Nine Thousand Nine Hundred Ninety Six Dollars and Thirty Six 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: Duke's Root Control, Inc.For: **22ITB075A-KM, Sewer Line Chemical Root Control Services**Submitted on January 6, 2023, 2022.

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)\$ 998,761.00**(Dollar Amount In Numbers)**Nine Hundred Ninety-Eight Thousand Seven Hundred and Sixty One Dollars**(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.

### **BASE BID AMOUNT**

Item No.	Pipe Size (inches)	Unit of Measure	Estimated Quantities in Linear Feet	Unit Price / Linear Feet	Extended Price
1.	6	inches	500	\$ 1.87	\$ 935.00
2.	8	inches	410,000	\$ 1.87	\$ 766,700.00
3.	10	inches	50,000	\$ 2.02	\$ 101,000.00
4.	12	inches	20,000	\$ 2.02	\$ 40,400.00
5.	15	inches	20,000	\$ 2.99	\$ 59,800.00
6.	18	inches	500	\$ 4.19	\$ 2,095.00
7.	21	inches	500	\$ 5.19	\$ 2,595.00
8.	24	inches	500	\$ 7.01	\$ 3,505.00
9.	30	inches	500	\$ 7.01	\$ 3,505.00
10.	36	inches	500	\$ 7.01	\$ 3,505.00
11.	42	inches	500	\$ 7.01	\$ 3,505.00
12.	48	inches	500	\$ 7.01	\$ 3,505.00
13.	54	inches	500	\$ 7.01	\$ 3,505.00
14.	60	inches	500	\$ 7.01	\$ 3,505.00
	Total Estimated Footage	inches	500,000	\$	\$ 998,060.00
	Additional Manholes*	inches	100	\$ 7.01	\$ 701.00
	Total Price of All Work Included in Price Proposal				\$998,761.00

\*Treatment of manholes not directly connected to main-line sections of pipe specified for treatment.

### **NOTE:**

**22ITB075A-KM**  
**Sewer Line Chemical Root Control Services**

**Section 2**  
**Bid Form**

1. All quantities are estimates intended for cost comparison purposes. The County does not guarantee work in accord with the quantities stated within this price bid form.
2. Unit prices listed above shall include all labor, equipment, material, chemicals, safety measures, traffic control means and measures, debris disposal (including dumping fees), permits, bonds, etc.

Unit prices are to be computed per linear foot manhole-to-manhole and shall include post inspection services pursuant to Section 4 "Scope of Work and Technical Specifications".

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

Not Required \_\_\_\_\_ Dollars

(\$ Not Required ) according to the conditions of "Instructions to Bidders" and provisions

thereof.

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

ADDENDUM #	<u>001</u>	DATED <u>11/30/2022</u>
ADDENDUM #	<u>002</u>	DATED <u>12/21/2022</u>
ADDENDUM #	_____	DATED _____
ADDENDUM #	_____	DATED _____

**BIDDER:** Duke's Root Control, Inc.

Signed by:   
[Type or Print Name]

Title: Kevin Hughes, Sr. Vice President of Sales

Business Address: 400 Airport Rd, Suite E, Elgin, IL 60123

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (800) 447-6687

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:

<b>Name</b>	<b>Address</b>
<u>Matt Fishbune, CEO</u>	<u>400 Airport Rd, Suite E, Elgin, IL 60123</u>
<u>Kevin Hughes, Sr. Vice President</u>	<u>400 Airport Rd, Suite E, Elgin, IL 60123</u>
<u>Dean Monk, Sr. Vice President</u>	<u>400 Airport Rd, Suite E, Elgin, IL 60123</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

**END OF SECTION**

**EXHIBIT E**

**PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] Duke's Root Control, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

192689  
EEV/Basic Pilot Program\* User Identification Number

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

Sr. Vice President of Sales  
Title of Authorized Officer or Agent of Contractor

Kevin Hughes  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3rd day of January, 2023

Notary Public: Christina Urbina

County: Morehouse

Commission Expires: 6/28/2025



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

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



**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** Duke's Root Control, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

192689  
EEV/Basic Pilot Program\* User Identification Number

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

Sr. Vice President of Sales  
Title of Authorized Officer or Agent of Subcontractor

Kevin Hughes  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3rd day of January, 2023

Notary Public: Christina Urbina

County: Macon

Commission Expires: 6/28/2025



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

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


**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: Duke's Root Control, Inc.

Utility Contractor's Name: Duke's Root Control, Inc.

Expiration Date of License: 12/31/22, Renewal Pending

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

Signed:  Kevin Hughes, Sr. Vice President of Sales

Date: January 6, 2023

**(ATTACH COPY OF LICENSE)**

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

Contractor's Name: Duke's Root Control, Inc.

General Contractor's License Number: 15530

Expiration Date of License: 12/31/2022, Renewal Pending

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

Signed:  Kevin Hughes, Sr. Vice President of Sales

Date: January 6, 2023

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Duke's Root Control, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Department of Agriculture Pesticide License

Professional License Number: 15530

Expiration Date of License: 12/31/2022, Renewal Pending

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

Signed:  Kevin Hughes, Sr. Vice President of Sales

Date: January 6, 2023

**(ATTACH COPY OF LICENSE)**



# Georgia Department of Agriculture

Gary W. Black, Commissioner

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

Dukes's Root Control, Inc  
1020 Hiawatha Blvd West  
Syracuse, NY 13204

The enclosed Georgia Contractors License is valid through 12/31/2022.

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

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

(Fold or cut on line to display)

## Georgia Department of Agriculture

Gary W. Black, Commissioner  
Pesticide Division  
19 M.L.K. Jr. Drive, SW, Room 410  
Atlanta, GA 30334  
Tele: (404) 656-4958 Fax: (404) 657-8378  
[agr.georgia.gov/pesticides.aspx](http://agr.georgia.gov/pesticides.aspx)

# PESTICIDE CONTRACTOR LICENSE

Expiration Date:  
12/31/2022

License Number:  
15530

Dukes's Root Control, Inc  
1020 Hiawatha Blvd West  
Syracuse NY 13204

Categories:  
27; 41;



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

**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.

Matt Fishbune, CEO	400 Airport Rd, Suite E, Elgin, IL 60123
Kevin Hughes, Sr. Vice President	400 Airport Rd, Suite E, Elgin, IL 60123
Dean Monk, Sr. Vice President	400 Airport Rd, Suite E, Elgin, IL 60123

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.

Since 1979, Duke's has been a leader in the sewer industry for providing chemical maintenance services to extend the life of infrastructure. Duke's has a reputation for providing effective, proven methods for controlling sewer line root problems. More than 2,000 municipalities have used Duke's to effectively treat over 400 million LF of sewers. Since that time, we have expanded our offerings to meet the ever-growing needs of local governments with innovative and quality driven sanitary sewer evaluation services.

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.

Duke's Root Control, Inc. has previously held and currently holds Contracts with Fulton County for Sewer Chemical Root Control Treatments.

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO



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

Circle One:

YES

 NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty 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 6th day of January, 2023

Duke's Root Control, Inc. 1/6/2023  
(Legal Name of Proponent) (Date)

*Kevin M. Hughes* 1/6/2023  
(Signature of Authorized Representative) (Date)

Kevin Hughes, Sr. Vice President of Sales  
(Title)

Sworn to and subscribed before me,

This 3rd day of January, 2023

*Christina Urbina*  
(Notary Public) (Seal)



Commission Expires 6/28/2025  
(Date)

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

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

“Know all persons by these presents, that I/We ( Kevin Hughes ),  
Name


Sr. Vice President of Sales  
Title

Duke's Root Control, Inc.  
Company Name

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

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

**NAME:** Kevin Hughes **TITLE:** Sr. Vice President of Sales

**SIGNATURE:** 

**ADDRESS:** 400 Airport Rd, Suite E, Elgin, IL 60123

**PHONE NUMBER:** (800) 447-6687 **EMAIL:** bids@dukes.com

**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** Duke's Root Control, Inc.

**ITB/RFP Name & Number:** 22ITB075A-KM, Sewer Line Chemical Root Control Services

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

Male or  Female (Check the appropriate boxes).

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

\$ \_\_\_\_\_ Or 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.)	
<b>% of JV</b>	Not Applicable	<b>% of JV</b>	Not Applicable
<b>Ethnicity</b>		<b>Ethnicity</b>	
<b>Gender</b>		<b>Gender</b>	
<b>Certified (Y or N)</b>		<b>Certified (Y or N)</b>	
<b>Agency</b>		<b>Agency</b>	
<b>Date Certified</b>		<b>Date Certified</b>	

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

**Total Dollar Value of Certified Subcontractors: (\$)** 0.00

**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:** Kevin Hughes, Sr. Vice President of Sales

**Business or Corporate Name:** Duke's Root Control, Inc.

**Address:** 400 Airport Rd, Suite E, Elgin, IL 60123

**Telephone:** ( 800 ) 447-6687

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** bids@dukes.com

**UTILIZATION REPORT – Post Award**

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



## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**



## **SECTION 5**

### **INSURANCE AND RISK MANAGEMENT PROVISIONS**

This section should contain the appropriate insurance information, forms and requirements for this project. Forward a copy of the Scope of Work to the Risk Manager specific to this project and insert the appropriate insurance requirements provided by the Risk Manager following this cover page.

*SEWER LINE CHEMICAL ROOT CONTROL SERVICES***Insurance and Risk Management Provisions**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
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*SEWER LINE CHEMICAL ROOT CONTROL SERVICES*

4. <b>UMBRELLA LIABILITY</b> (In excess of above noted coverage)	Per Occurrence/Aggregate	\$1,000,000
5. <b>CONTRACTOR’S POLLUTION LIABILITY</b> <i>May be required applicable to work being performed.</i> <i>*Or by endorsement to General Liability Policy for sudden and accidental</i>	Per Occurrence	\$1,000,000

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers’ Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its’ equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

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

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

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

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

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

## *SEWER LINE CHEMICAL ROOT CONTROL SERVICES*

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

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

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### **PROTECTION OF PROPERTY**

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

*SEWER LINE CHEMICAL ROOT CONTROL SERVICES*

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Duke's Root Control, Inc. SIGNATURE: 

NAME: Kevin Hughes TITLE: Sr. Vice President of Sales

DATE: January 6, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/29/2022

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

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

<b>PRODUCER</b> Krauter & Company 1330 Lake Robbins Drive Suite 405 The Woodlands NY 77380	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> Duke's Root Control, Inc. 400 Airport Rd., Suite E Elgin, IL 60123	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER B : Starr Indemnity &amp; Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B : Starr Indemnity & Liability Company	38318	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

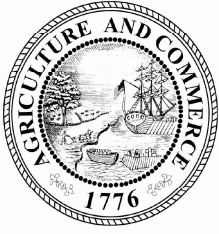
**COVERAGES** **CERTIFICATE NUMBER: 829174129** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			EF4ML06445-221	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liab. \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000635722221 1000679490221	6/30/2022 6/30/2022	6/30/2023 6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			EF4CU01484-221	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000003761	6/30/2022	6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Legal			EF4ML06445-221	6/30/2022	6/30/2023	Products Pollution 1,000,000 Contractors Pollution 1,000,000 Site Pollution 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 This certificate is issued as evidence of insurance coverage only.

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center; padding: 20px;">Evidence of Insurance</div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



# Georgia Department of Agriculture

Gary W. Black, Commissioner

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

Dukes's Root Control, Inc  
1020 Hiawatha Blvd West  
Syracuse, NY 13204

The enclosed Georgia Contractors License is valid through 12/31/2023.

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

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

(Fold or cut on line to display)

## Georgia Department of Agriculture

Gary W. Black, Commissioner

Pesticide Division

19 M.L.K. Jr. Drive, SW, Room 410

Atlanta, GA 30334

Tele: (404) 656-4958 Fax: (404) 657-8378

[agr.georgia.gov/pesticides.aspx](http://agr.georgia.gov/pesticides.aspx)

# PESTICIDE CONTRACTOR LICENSE

Expiration Date:

12/31/2023

License Number:

15530

Dukes's Root Control, Inc  
1020 Hiawatha Blvd West  
Syracuse NY 13204

Categories:

27; 41;

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

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
02/23/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Nautilus Insurance Company	<b>NAIC #</b> 17370
		<b>INSURER B:</b> Starr Indemnity & Liability Company	38318
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W28115180**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP2039143-10	12/08/2022	12/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		1000679525221	12/08/2022	12/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 2,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		FFX2039144-10	12/08/2022	12/08/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100 0005190	12/08/2022	12/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Sewer Line Chemical Root Control Services

Fulton County Government, Its Officials, Officers and Employees are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.	<b>NAMED INSURED</b> Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123	
<b>POLICY NUMBER</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>CARRIER</b>            See Page 1         </td> <td style="width: 50%; vertical-align: top;"> <b>NAIC CODE</b>            See Page 1         </td> </tr> </table>		<b>CARRIER</b> See Page 1
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Fulton County Government

Waiver of Subrogation applies in favor of Fulton County Government with respects to General Liability.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2039143-10	12/8/2022	12/8/2023	12/8/2022

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY****I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

- a. **Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **Bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:**

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI– REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:**

**1. Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

**V. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

**VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.**

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**