



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22ITB093A-KM

Fire Hydrant Maintenance and Repairs

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>
EXHIBIT H:	<u>DRAWING</u>

CONTRACT AGREEMENT

Contractor: American Flow Services, LLC

Contract No.: 22ITB093A-KM, Fire Hydrant Maintenance and Repairs

Address: 4953 Austin Park Ave, Suite B
City, State Buford, GA 30518

Telephone: (678) 730-0191

Email: em@americanflowservices.com

Contact: Michael E. Moseley
President

This Agreement made and entered into effective the 12th day of April 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **AMERICAN FLOW SERVICES, LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform the Fire Hydrant Maintenance and Repairs, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on April 12, 2023, Item# 23-0248

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 fire hydrant maintenance and repairs. 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, the duties of the 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 the 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 12th day of April 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

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

by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2024 and shall end no later than the 31st day of December 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the part 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 \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

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

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

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

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

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

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

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with

all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection

by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

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

With a copy to:

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

Notices to Contractor shall be addressed as follows:

American Flow Services, LLC
President
4953 Austin Park Ave, Suite B
Buford, GA 30340
Telephone: (678) 730-0191
Email: em@americanflowservices.com
Attention: Michael E. Moseley

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. OPEN RECORDS ACT

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

ARTICLE 33. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

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

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

ARTICLE 34. TAXES

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

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

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

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

AMERICAN FLOW SERVICES, LLC

DocuSigned by:

Robert L. Pitts

DocuSigned by:

Michael Moseley

Robert L Pitts, Chairman
Board of Commissioners

Michael E. Moseley
President

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

DocuSigned by:

Michael Moseley-2

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

DocuSigned by:



Office of the County Attorney

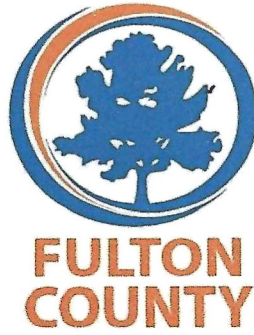
APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Public Works

ADDENDA



Date: December 8, 2022

Project Number: 22ITB093A-KM

Project Title: Fire Hydrant Maintenance and Repairs

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

- The conform with Georgia Law, a Utility Contractor's License is required.

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, 8th day of December, 2022.

American Flow Services, LLC
Legal Name of Bidder/Proposer



Signature of Authorized Representative

Member / President
Title



Date: December 28, 2022

Project Number: 22ITB093A-KM

Project Title: Fire Hydrant and Maintenance Repairs

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

- The ITB due date changed from Wednesday, January 11, 2023 at 11:00 A.M., local eastern standard time to Tuesday, January 17, 2023 at 11:00 A.M., local eastern standard time.
- The last date for questions changed from Wednesday, January 4, 2023 at 2:00 P.M., local eastern standard time to Wednesday, January 11, 2023 at 2:00 P.M., local eastern standard time
- The Pre-Bid Conference has been rescheduled for Tuesday, January 3, 2023 at 10:00 A.M., local eastern standard time via zoom
<https://zoom.us/j/93451940699?pwd=R3plblldQeFhxNS9JdHpoSFByZTJoUT09>

ADDENDUM NO. 2

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package as outlined in Section 1 of the ITB

This is to acknowledge receipt of Addendum No. 2, 28th day of December, 2022

American Flow Services, LLC
Legal Name of Bidder

Signature of Authorized Representative

Member / President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If a 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 considered 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

Payment for traffic control as indicated in the bid will be made only for additional traffic control devices beyond the requirements of the MUTCD and /or GDOT as ordered by the Construction Manager.

The unit price bid for STANDARD DOT BARRIER shall include all the costs for providing installing and removing a standard DOT barrier, as directed by the Construction Manager.

No excavation in or near roadways will be left open overnight. Therefore, all concrete barriers will be required to be removed from the roadway and moved to a location where vehicular and pedestrian traffic is not obstructed. The cost of moving the barriers as such shall be included in the unit price bid.

Measurement for payment shall be made based on the actual linear footage of the barrier installed, per day, approved by the Construction Manager and servicing the purpose for which it was intended. Payment will not be made for excess barriers stored by the Contractor in any location.

The unit price bid for MUTCD STANDARD SAFETY BARREL shall include all costs for providing, installing, and removing a standard MUTCD safety barrel, as directed by the Construction Manager, in addition to those required by the MUTCD and GDOT, shall be paid for separately.

The unit price bid for the police cruiser shall include all costs for providing a police cruiser for additional traffic control.

Payment will be made for hours spent on site, which may be a portion of a standard workday.

Payment will be made only for hours documented by the contractor and approved by the Construction Manager.

The unit price bid for a certified flagman shall include all costs for providing a flagman for additional traffic control, as directed by the Construction Manager, in addition to the requirements of MUTCD and GDOT.

The flagman shall be certified and dedicated to maintaining and directing traffic flow. An individual who works part-time as a flagman and part time as a laborer or acts in dual capacity will not be approved for payment under this item. Proof of certification may be required by the Construction Manager prior to acceptance for payment.

The unit price bid for the electronic message board shall include all costs for providing an electronic message board, as directed and approved by the Construction Manager.

The contractor shall remove all debris from the valve box and operate all valves fully in both directions to insure a valve key will fully seat on the operating nut. The contractor shall straighten and raise the valve box to grade if required and install a valve box lid if necessary. No additional payment will be made for aligning or raising a valve box to grade.

The contractor shall utilize a hydrant meter provided by Public Works when flushing a hydrant. The meter will be issued to the respondent at no charge; however, a \$3,000.00 charge shall be deducted from contractor payments should the hydrant meter not be returned. The respondent shall return the hydrant meter monthly for a meter reading to account for water used.

The contractor shall completely make any repairs or perform maintenance on a fire hydrant prior to presenting any payment request for that hydrant. No partial payments will be allowed under this contract.

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide the furnishing of all labor, materials, tools, equipment, and work required for the completion of the following:

- All Material, unless specifically noted to be furnished by the owner or by others, or specifically identified for payment under another pay item. Fulton County will provide the required hydrants valves, anchor coupling, valve boxes, and box lids.
 - All required excavation, dewatering, thrust blocking, rodding, sheeting/shoring/bracing, backfill, compaction and restoration to grade, pavement, curbing, sidewalk and landscape replacement and repair, and testing.
 - All required traffic control.
 - Acceptable bedding as detailed, specified, or as required by conditions encountered.
 - Disposal of all surplus or waste materials, unsuitable materials, and debris.
 - Protection of existing utilities, including by no limited to location, diligent care in handling and working around, relocation, and repair of utilities.
 - Valve box adjustments
 - Erosion control
1. The contractor shall provide all safety equipment, training, and certified personnel in conjunction with work performed under this contract.
 2. The contractor shall furnish each employee with adequate and functional individual safety equipment and clothing.
 3. The contractor shall apply for any required land or road closure permits from the appropriate governing authority. Fulton County responsible for obtaining all GDOT permit requirements.
 4. The contractor shall provide and maintain all traffic control equipment in compliance with State or Local DOT requirements.

Traffic Control

Provide traffic control in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Georgia Department of Transportation (GDOT).

The contractor shall utilize suitable compaction equipment as dictated by field location to ensure 98+ standard Proctor on all backfill and sub-grade materials.

The contractor shall notify the Water System of any leakage or unusual problems at the location prior to starting work.

The contractor shall under new/replace hydrant provide adequate resistance to avoid transmitting shock movement to the lower barrel and inlet connection. This shall be accomplished by pouring a concrete collar approximately 6-inches thick with a diameter of 24-inches at or near the ground line around the hydrant barrel.

All concrete pads will be square with the exception of the pre-cast donuts utilized outside of pavement.

The contractor shall return all old fire hydrants and parts to Fulton County Water System.

The contractor shall utilize a hose when flushing a hydrant to ensure there is no damage to the area surrounding the hydrant.

The contractor shall be fully responsible for any property damage caused by flushing.

The contractor shall not cause any water to flow, from flushing water lines, directly into a storm drain, creek, stream, or other waterways.

The contractor shall be responsible for any fine that may be the direct or indirect result of flushing a hydrant into State waters.

The contractor shall utilize Rust-Oleum V7400 DTM Alkyd enamel Alumi-NON rust-proof paint or equivalent as directed, for the body of the hydrant and a reflective paint for the bonnet that is acceptable to the Fulton County Water System. All paint specs must be approved prior to issuance of a Notice to Proceed.

This contract provides for the repair and maintenance of fire hydrants in the North Fulton County Water System. This jurisdiction consists of that

area of Fulton County north of the Chattahoochee River except for a portion of the system is located within the city limits of Roswell, Georgia. This work will be assigned to the Contractor on an "as needed" basis by the North Fulton Water System Operation and Maintenance Superintendent or designee. The Owner's field representative will inspect the work to ensure contract compliance. All work assignments shall be completed within five (10) business days of receipt of the work order. In cases of multiple assignments by work order, the completion date shall be mutually agreed upon and recorded in the work order.

Flanged Pipe and Fittings

Provide all flanged ductile iron pipe and barrels manufactured in accordance with the latest requirements of the AWWA Standard C151/A21.51. Ductile iron pipe with flanged joints shall be a minimum Class 53. All flanges shall be ductile iron. Fittings and flanges for pipe shall be of domestic manufacture within the United States.

Provide all flanged ductile iron AWWA Standard C110/A21.10 fittings manufactured in accordance with the requirements of AWWA Standard, 250 pound Standard, noted or directed in the "Handbook of Ductile Iron", Sixth Edition or later, as published by the Ductile Iron Pipe Research Association, Provide design of flanged ductile iron or cast iron fittings as indicated or noted on the Drawings as directed. In general, use flanged fittings or ANSI pattern with long radius elbows except where space limitations prohibit the use of same. Conform special flanged fittings to dimensions and details indicated on the Drawings, noted or directed. The pipe fabricator shall submit certificates of compliance to the Engineer with shop drawings.

Flanged Joints

Form flanged joints thoroughly bolted with stud or cap bolts of the required size. Use full-face type red rubber gaskets one-sixteenth inch thick as manufactured by the U.S. Rubber Company in all flanged joints.

Except as otherwise specified or noted, make machine bolts, stud bolts, and cap bolts from alloy steel, complying with the requirements of ASTM Des. A193-64, Grade B7, and provide nuts made from alloy steel complying with requirements of ASTM Des. A194-64, Grade 2 or 2H.

For nuts, bolts, and threads, conform to the latest requirements of the following ANSI Standards and ASTM Designations:

<u>Component and Specification</u>	<u>ANSI</u>	<u>ASTM</u>
Semi-finished, hexagonal bolt heads and nuts, Heavy Series dimensions	B.18.21-22	A307-83

Flanges

Make flanged ductile iron pipe approximately twelve inches or less in length with flanges cast solidly to the pipe barrel. Make flanges on ductile iron pipe longer than twelve inches in length of the screw type. Make pipe threads such length that, with flanges screwed home, the end of the pipe projects beyond the face line of the flange. Make the flange and pipe faced to give a flush finish to the pipe and the flange and surface normal to the axis of the pipe. Make cast iron flanges in such a design that the flange neck completely covers the threaded portion of the pipe to protect same against corrosion. Coat flanges on ductile iron pipe with the white lead immediately after they have been faced and drilled. Make faces of flanges on fittings coated with coal tar pitch paint, or otherwise protect against corrosion, after machining.

Face and drill flanged ductile iron pipe and fittings in accordance with the latest requirements of AWWA Standard C110/A21.10, Class 250 unless special drilling is called for or required. Where cap bolts or studs are required, drill and tap flanges accordingly.

Make flange bolt holes on each end of the flanged pipe and fittings accurately straddle the same horizontal and vertical center lines, unless special drilling is called for or required. Where cap bolts or studs are required, drill and tap flanges accordingly. Make flange bolt holes on each end of the flanged pipe and fittings accurately straddle the same horizontal and vertical lines, unless special drilling is specified, noted, or directed.

Face and drill pipe with screw-type flanges assembled, at the point of manufacture unless otherwise approved by the Engineer.

Furnish all cast iron blind flanges and companion flanges in accordance with the latest requirements of AWWA Standard C110/A21.10. Furnish cast iron regular or eccentric reducing flanges to the thickness of and drilled to the template of the regular companion flange of corresponding outside diameter.

DRAWINGS

The following Fulton County Standard Detail drawings "814—Hydrant Location Detail for Curb and Gutter Streets", and "815—Fire Hydrant Street Uncurbed", are technical drawings incorporated with these specifications to represent the typical standard required for respective work to be completed under this contract:

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

SECTION 2

BID FORM

Submitted To: Fulton County Government

Submitted By: American Flow Services, LLC

For: **22ITB093A-KM, Fire Hydrants Maintenance and Repairs**

Submitted on Wednesday, January 11, 2023.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 1,207,977⁰⁰

(Dollar Amount in Numbers)

One million - Two hundred + seven thousand - nine hundred + Seventy seven dollars + zero cents

(Dollar Amount in Words)

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

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

BASE BID AMOUNT

Items	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Fire Hydrant Repair (Including Opening and Closing of Fire Hydrant Valve and Flushing of Hydrant)				
1.A	Replace Operating Nut	25	Each	284 ⁰⁰	7100 ⁰⁰
1.B	Replace Top Operating Rod	25	Each	604 ⁰⁰	15,100 ⁰⁰
1.C	Install New Rod Coupling	25	Each	484 ⁰⁰	12,100 ⁰⁰
1.D	Replace Seal/Gasket between Bonnet and Nozzle Section	25	Each	404 ⁰⁰	9696 ⁰⁰
1.E	Replace Hose Nozzle	25	Each	204 ⁰⁰	5100 ⁰⁰
1.F	Replace Pumper Nozzle	25	Each	5 ⁰⁰	125 ⁰⁰
1.G	Replace the gasket between the Upper & Lower Standpipe Sections	25	Each	404 ⁰⁰	9696 ⁰⁰
1.H	Replace O-ring seals associated with Hydrant Repair	25	Each	40 ⁰⁰	1000 ⁰⁰
1.I	Main valve "foot valve" replacement	10	Each	640 ⁰⁰	6400 ⁰⁰
1.J	Replace upper barrel	10	Each	800 ⁰⁰	8000 ⁰⁰
1.K	Paint Hydrant	500	Each	4.44	2220 ⁰⁰
2	Complete Fire Hydrant Service (including Replace Missing Caps, Gaskets: Oil Grease Cap Threads, and Paint Color as Specified on the Work Order: Trim Any Surrounding Vegetation within a 3 Foot Radius, Exercise FH valve (Full Open & Full Close) Flush FH)				
2.A	Complete Fire Hydrant Service	500	Each	44 ⁰⁰	22,000 ⁰⁰
3	Replace the Existing Fire Hydrant with a New Fire Hydrant Assembly on the Existing MJ Valve (including Close FH Valve, Removing Existing FH, Removing the Existing Anchor Coupling, Install New Anchor Coupling, Install New FH, Open FH Valve, Flush FH)				
3.A	Replace the Existing Fire Hydrant	200	Each	2800 ⁰⁰	560,000 ⁰⁰

4	Install New Fire Hydrant Assembly on Existing Water Main (including: Shut Off Water to Line Segment, Cut in Tee & Install Solid Sleeves or Tapping Sleeves as Directed, Pour Blocking, Install FH, Valve, Install Anchor Coupling, Install New FH, Turn on Water to Line Segment, Flush FH)				
4.A	Install New Fire Hydrant Assembly on 8" Main with Solid Sleeves	1	Each	6000 ⁰⁰	6000 ⁰⁰
4.B	Install New Fire Hydrant Assembly on 8" Main with Tapping Sleeves	2	Each	6500 ⁰⁰	13,000 ⁰⁰
4.C	Install New Fire Hydrant Assembly on 10" Main with Solid Sleeves	1	Each	6000 ⁰⁰	6000. ⁰⁰
4.D	Install New Fire Hydrant Assembly on 10" Main with Tapping Sleeves	1	Each	7900 ⁰⁰	7900. ⁰⁰
4.E	Install New Fire Hydrant Assembly on 12" Main with Solid Sleeves	1	Each	9000 ⁰⁰	9000 ⁰⁰
4.F	Install New Fire Hydrant Assembly on 12" Main with Tapping Sleeves	2	Each	9500 ⁰⁰	19,000 ⁰⁰
4.G	Install New Fire Hydrant Assembly on 16" Main with Solid Sleeves	2	Each	10,000 ⁰⁰	20,000 ⁰⁰
4.H	Install New Fire Hydrant Assembly on 16" Main with Tapping Sleeves	1	Each	12,000 ⁰⁰	12,000 ⁰⁰
4.I	Install New Fire Hydrant Assembly on 24" Main with Solid Sleeves	1	Each	15,500 ⁰⁰	15,500 ⁰⁰
4.J	Install New Fire Hydrant Assembly on 24" Main with Tapping Sleeves	1	Each	19,000 ⁰⁰	19,000 ⁰⁰
5	Install Mechanical Joint Valve on Existing Fire Hydrant (including: Shut Off Water to Line Segment, Remove Existing FH, Install Hydrant Valve, Install Anchor Coupling, Reinstall New Hydrant, Turn on Water to Line Segment, Flush Hydrant)				
5.A	Install Mechanical Joint Valve	10	Each	4000 ⁰⁰	40,000 ⁰⁰
6	Horizontal Extension of Fire Hydrant Using Ductile Iron Pipe and Rodding				
6.A	1 L.F	150	Linear Foot	150 ⁰⁰	22,500 ⁰⁰
7	Vertical Extension of Fire Hydrant Using Extensions				
7.A	6"	100	Each	994 ⁰⁰	99,400 ⁰⁰
7.B	12"	60	Each	1094 ⁰⁰	65,640 ⁰⁰
7.C	18"	25	Each	1140 ⁰⁰	28,500 ⁰⁰
7.D	24"	25	Each	140 ⁰⁰	3500 ⁰⁰
8	Repair/Replacement of Curb and Gutter				
8.A	Per Linear Foot	50	Linear Foot	20 ⁰⁰	1000 ⁰⁰
9	Repair/Replacement of Sidewalk				
9.A	Per Square Foot	500	Square Foot	15 ⁰⁰	7500 ⁰⁰
10	Repair of Road Cut				
10.A	Per Square Foot	400	Square	30 ⁰⁰	12,000 ⁰⁰

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] American Flow Services, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

227330

EEV/Basic Pilot Program* User Identification Number

American Flow Services, LLC

BY: Authorized Officer of Agent
(Insert Contractor Name)

Member / President

Title of Authorized Officer or Agent of Contractor

Michael Eric Moseley

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16th day of January, 2023

Notary Public: Camela Danette Orzechowski

County: Newton

Commission Expires: 6-6-2024



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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

239704
EEV/Basic Pilot Program* User Identification Number

T&J Industries Development and Contracting, Inc
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President
Title of Authorized Officer or Agent of Subcontractor

Kenya Simmons
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12th day of January, 2023

Notary Public: Jasmine Nicole Robinson-Sanders

County: DeKalb

Commission Expires: February 22, 2023

Jasmine Nicole Robinson-Sanders
NOTARY PUBLIC
DeKalb County
State of Georgia
My Comm. Expires February 22, 2023

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] American Flow Services, LLC behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

630418384

EEV/Basic Pilot Program* User Identification Number

Consolidated Pipe & Supply, Inc

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Branch Manager

Title of Authorized Officer or Agent of Subcontractor

Terry Norman

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 13th day of January, 2023.

Notary Public: Keridann Rhodes

County: Newton

Commission Expires: 11/23/2023



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

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


FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: American Flow Services, LLC

Utility Contractor's Name: Michael Eric Moseley

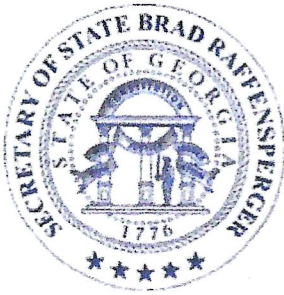
Expiration Date of License: 4/30/23

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

Signed: 

Date: 1/16/23

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Michael Eric Moseley

Address: 405 Derbyshire Ct.

Conyers GA 30094

Primary Source License Information

Lic #: UM000808	Profession: Utility	Type: Utility Manager
Secondary:	Method: Examination	Status: Active
Issued: 12/13/1995	Expires: 4/30/2023	Last Renewal Date: 2/23/2021

Associated Licenses

Relationship: Supervisor

Licensee: American Flow Services, LLC.

License Type: Utility Contractor

License #: UC301937

License Status: Active

Established: 8/15/2008

Association Date: 8/5/2008

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 12, 2023 11:18:46

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: American Flow Services, LLC


Performing work as: Prime Contractor Sub-Contractor

Professional License Type: Utility Contractor

Professional License Number: UC 301937

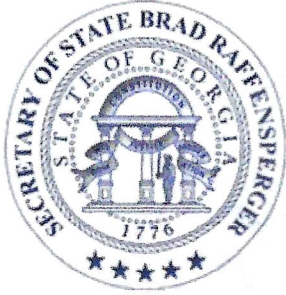
Expiration Date of License: 4/30/23

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

Signed: 

Date: 1-16-23

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Michael Eric Moseley

Address: 405 Derbyshire Ct.

Conyers GA 30094

Primary Source License Information

Lic #:	UM000808	Profession:	Utility	Type:	Utility Manager
Secondary:		Method:	Examination	Status:	Active
Issued:	12/13/1995	Expires:	4/30/2023	Last Renewal Date:	2/23/2021

Associated Licenses

Relationship: Supervisor

Licensee: American Flow Services, LLC.

**License
Type:** Utility Contractor

License #: UC301937

**License
Status:** Active

Established: 8/15/2008

**Association
Date:** 8/5/2008

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: January 12, 2023 11:18:46

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

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.

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.

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.

" See attached "

1-16-2023

American Flow Services, LLC

Answers for Form D – DISCLOSURE FORM AND QUESTIONNAIRE

1.

M. Eric Moseley - Member / President

Mr. Moseley currently holds a Georgia Utility Manager license -active since 1995. His experience spans 32 years within the industry and serves as Contract Manager of Operations.

Business address:

American Flow Services, LLC

405 Derbyshire Ct

Conyers, GA 30094

2.

American Flow Services – offeror has been fully engaged the last 5 years in all facets of underground suppression, including testing, repair, maintenance and installations of fire hydrants, valves, post indicator valves and fire mains within the private industry, as well as county contracts. American Flow Services, LLC is actively servicing with the following counties under contract - Gwinnett Count Water, Cobb County Water, Forsyth County Water and have serviced Fulton County Water and Dekalb County Water within the last 5 years. We also have annually serviced customers- Lockheed Aeronautical as well as Dobbins AFB in past 5 years.

3. NO

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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 16th day of January, 2023

American Flow Services, LLC 1-16-23
(Legal Name of Proponent) (Date)

[Signature] 1-16-23
(Signature of Authorized Representative) (Date)

Member / President
(Title)

Sworn to and subscribed before me,

This 16th day of January, 2023

Camela Danette Orzechowski
(Notary Public) (Seal)

Commission Expires 6-6-2024
(Date)



EXHIBIT F

CONTRACT COMPLIANCE FORMS

Male or Female (Check the appropriate box).

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Michael Eric Moseley),
Name

Member / President
Title

American Flow Services, LLC
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: Michael Eric Moseley TITLE: Member / President

SIGNATURE: [Signature]

ADDRESS: 405 Derbyshire Ct
Conyers, GA 30094

PHONE NUMBER: 678-357-9376 EMAIL: emamflow@gmail.com

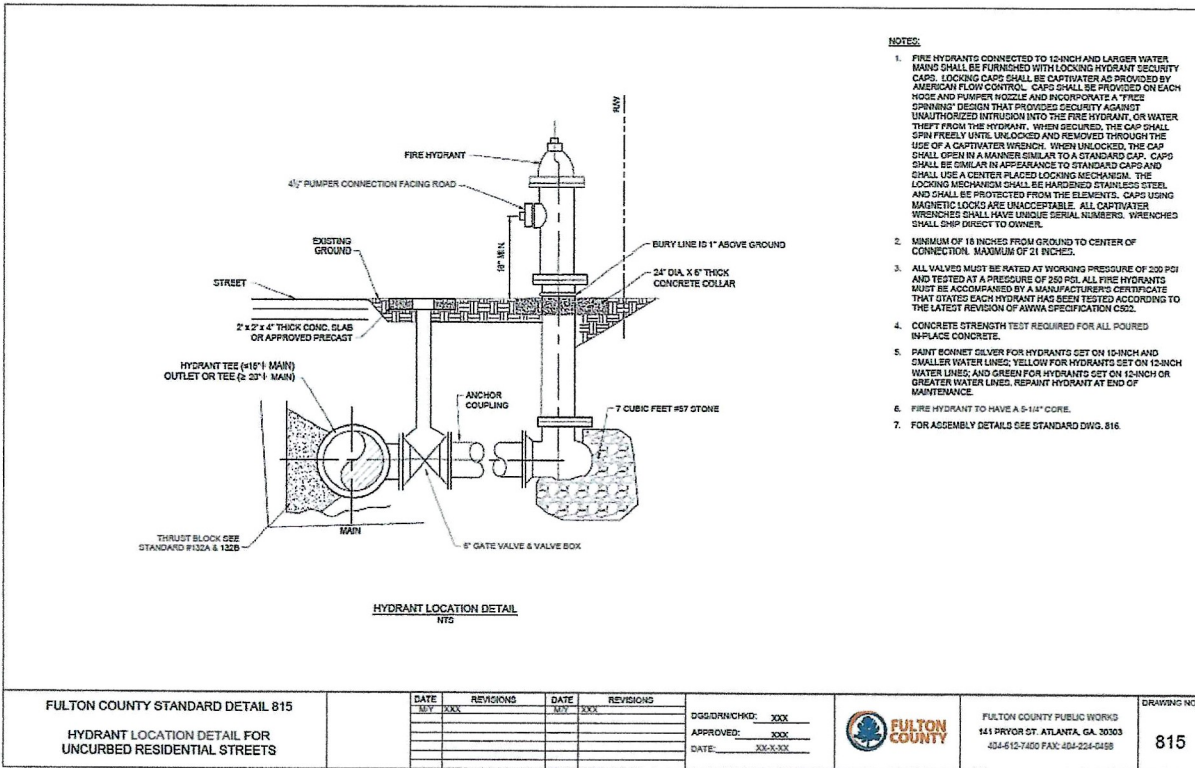
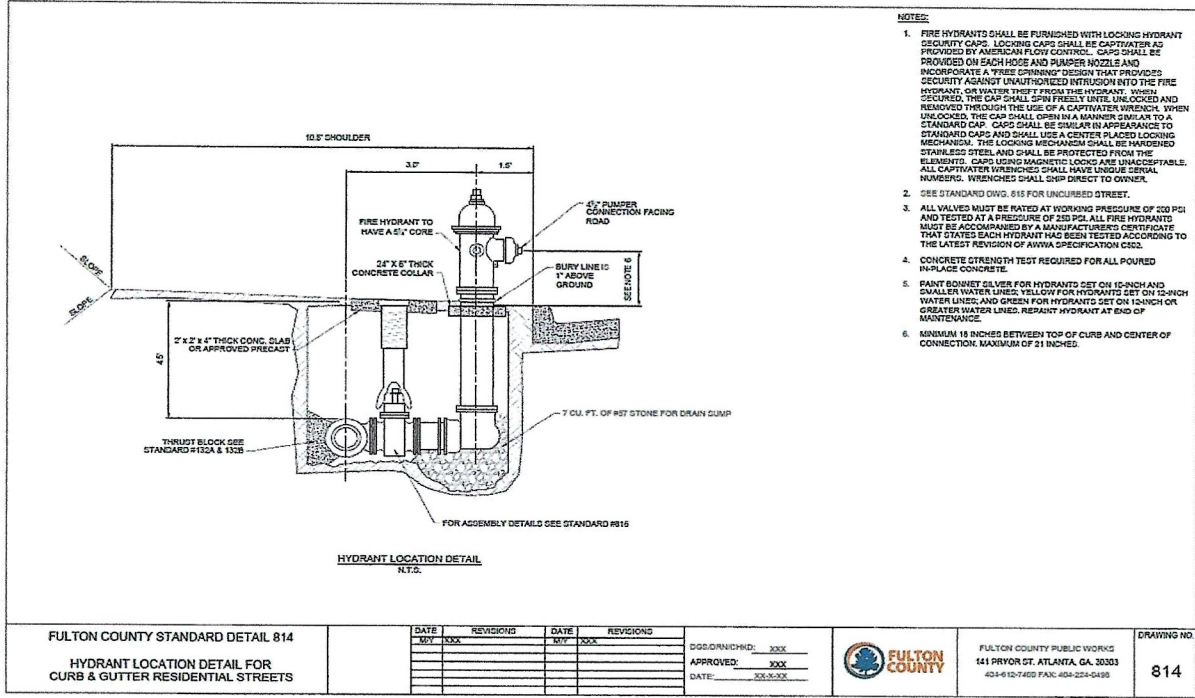
EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 8

EXHIBITS

The following Fulton County Standard Detail drawings “814—Hydrant Location Detail for Curb and Gutter Streets”, and “815—Fire Hydrant Street Uncurbed”, are technical drawings incorporated with these specifications to represent the typical standard required for respective work to be completed under this contract:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	\$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	\$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	\$75/ \$2,500
H.	Extended Coverage - Air Bags	Included
I.	Auto Loan/Lease Gap Coverage	Included
J.	Glass Deductible	Included
K.	Extended Coverage - Electronic Equipment	Included
L.	Extended Coverage - Personal Effects	\$500
M.	Towing And Labor (Gross Vehicle Weight of 20,000 lbs. or less)	\$100
N.	Physical Damage Coverage - Hired "Autos"	\$125,000
	1. Loss of use (Per Day/Maximum)	\$500/ \$3,500
O.	Rental Reimbursement Coverage	\$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to **Section II – Covered Autos Liability Coverage, Paragraph A.1.:**

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".**
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such

additional insured(s) is the lesser of:

- a. The Limits of Insurance specified in the written contract or agreement described above; or
- b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph 5. Other Insurance of **B. General Conditions** under Section **IV – Business Auto Conditions:**

- a. The following is added to Paragraph **5.a.:**

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

- b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under Section **II – Covered Autos Liability Coverage** is deleted in its entirety.

7. The definition of "insured contract" under Section **V – Definitions** is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph A.1.b.(2) is deleted and replaced by the following:

- (2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN “AUTO”

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph **A.4.a.** is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

We will also pay reasonable and necessary expenses to facilitate the return of the stolen “auto” to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage,** Paragraph **C.:**

- 4. In the event of a total “loss” to a covered “auto”, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:
 - a. The amount under the Physical Damage coverage section of the policy; and
 - b. Any:
 - (1) Overdue or any deferred lease/loan payments at the time of the “loss”,
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;
 - (5) Carry-over balances from previous loans or leases.

Coverage provided under this extension will be excess over any other collectible insurance including, but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

J. GLASS DEDUCTIBLE

The following is added to **Section III – Physical Damage Coverage,** Paragraph **D.:**

- 3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to “loss” when you elect to patch or repair glass rather than replace.

K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage**, Paragraph **A.4.**:

- c. Physical Damage coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage**, Paragraph **A.4.**:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

M. TOWING AND LABOR

Section III – Physical Damage Coverage, Paragraph **A.2.** is deleted and is replaced by the following:

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" with both Comprehensive and Collision Coverage and that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$125,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

3. Coverage provided under this extension will:
 - a. Be excess over any other collectible insurance you have;
 - b. Pay, in addition to the limit set forth in **N.2.** above, up to \$500 per day, not to exceed \$3,500 per "loss" for:

- (1) Any costs or fees associated with the "loss" to a hired "auto"; and
- (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage Coverage is indicated in the Declarations.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following;
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - b. When the total amount paid under this coverage extension reaches \$2,500.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - a. You, if you are designated in the Declarations as an individual.
 - b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - c. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;
 - e. The spouse of any person named in **P.1.a.** through **P.1.d.** while a resident of the same household.
2. The following "autos" are not covered:
 - a. Any "auto" owned by a person named in **P.1.a.** through **P.1.d.** or by any member of his or her household.
 - b. Any "auto" used by a person named in **P.1.a.** through **P.1.d.** while working in the business of selling, servicing, repairing or parking "autos".
3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".
4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage.

Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.2.**:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions**, Paragraph **A.2.b.**:

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions**, Paragraph **A.5.**:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- 1. Under a written contract or agreement with such person(s) or organization(s); and
- 2. Prior to the "accident" or the "loss".

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions**, Paragraph **B.2.**:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph **C.** is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** provision:

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

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** is replaced by the following:

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

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. "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:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.
- C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

POLICY NUMBER: CSU0073369

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**Designated Construction Project(s):**

Any covered project

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I - Coverage A**, and for all medical expenses caused by accidents under Section **I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I - Coverage A**, and for all medical expenses caused by accidents under Section **I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages be-
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

cause of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 04 84

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Coverage - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
08/04/2022

Policy No.
WCA 4504979 41

Endorsement No.

Insured
American Flow Services, LLC dba
AMFLOW, LLC

Premium

Insurance Company:
Firemen's Insurance Company of Washington D.C.

Countersigned by _____