



**CONTRACT DOCUMENTS FOR  
23ITB08142023A-JWT**

**Large Water Meter Installation Services**

**For  
Public Works**

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## CONTRACT AGREEMENT

Contractor: Jewel of the South, Inc.

Contract No.: 23ITB08142023A-JWT, Large Water Meter Installation Services

Address: 1540 Hwy 138 SE, Suite 4B  
City, State Conyers, GA 30013

Telephone: 770-679-5481

Email: [valisa@jewelofthesouth.us](mailto:valisa@jewelofthesouth.us)  
Contact: Valisa Shannon  
CEO

This Agreement made and entered into effective the 1st day of January, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **Jewel of the South, Inc.**, hereinafter referred to as “**Contractor**”, authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Public Works department hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to perform installation and replacement of large water meters throughout North Fulton County, 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 Forms;

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

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

The Agreement was approved by the Fulton County Board of Commissioners on December 20, 2023, Item #23-0955.

## ARTICLE 2. **SEVERABILITY**

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

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

County and Contractor agree the Project is to perform Fulton County Government is soliciting bids to perform installation and replacement of large water meters through North Fulton County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

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

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

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

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

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

## ARTICLE 6. **MODIFICATIONS**

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

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

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

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

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 1<sup>st</sup> day of January 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's

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

**b. Renewal Terms**

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

| Option Period | Option Duration | Start Date | End Date   |
|---------------|-----------------|------------|------------|
| 1             | 12 months       | 01-01-2025 | 12-31-2025 |
| 2             | 12 months       | 01-01-2026 | 12-31-2026 |

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

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

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

**d. Same Terms**

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

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

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

implemented in a manner consistent with such statute.

#### ARTICLE 9. **COMPENSATION**

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

The total contract amount for the Project shall not exceed \$500,000.00 (Five 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 insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

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

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

## ARTICLE 15. WAIVER OF BREACH

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

## ARTICLE 16. INDEPENDENT CONTRACTOR

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

## ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

## ARTICLE 18. INDEMNIFICATION

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

extent allowed by law, the bankruptcy of Consultant/Contractor.

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

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

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

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

#### **18.4 Separate Counsel.**

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

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

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

#### **ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 20. **INSURANCE**

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

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

#### ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

#### ARTICLE 26. **ACCOUNTING SYSTEM**

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

## ARTICLE 27. VERBAL AGREEMENT

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

## ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Public Works  
Director  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303  
Telephone: (404) 612-7400  
Email: [david.clark@fultoncountyga.gov](mailto:david.clark@fultoncountyga.gov)  
Attention: David Clark

### **With a copy to:**

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

Notices to Contractor shall be addressed as follows:

Jewel of the South, Inc.  
1540 Hwy 138 SE, Suite 4B  
Conyers, Georgia 30013  
Telephone: 770-679-5481  
Email: [valisa@jewelofthesouth.us](mailto:valisa@jewelofthesouth.us)  
Attention: Valisa Shannon



## ARTICLE 29. **JURISDICTION**

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

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

## ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

## ARTICLE 31. **FORCE MAJEURE**

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

## ARTICLE 32. **OPEN RECORDS ACT**

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

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

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

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

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

**Via Mail:**

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

OR

**Via Email:**

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

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

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

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

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

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

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability

to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 34. **TAXES**

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

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

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

#### ARTICLE 36. **NON-APPROPRIATION**

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

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

termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONTRACTOR:

**Jewel of the South, Inc.**

DocuSigned by:

*Valisa Shannon*

Valisa Shannon  
CEO

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

ATTEST:

Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Patrick O'Connor*

Office of the County Attorney

DocuSigned by:

*Rosa Shannon*

Notary Public

APPROVED AS TO CONTENT:

County: HENRY

DocuSigned by:

*David Clark*

David Clark, Director  
Public Works

Commission Expires: 10/15/2025  
DocuSigned by:

(Affix Notary Seal)



|                |            |                 |            |              |           |
|----------------|------------|-----------------|------------|--------------|-----------|
| 23-0955        | 12/20/2023 | ITEM#: _____    | RCS: _____ | ITEM#: _____ | RM: _____ |
| RECESS MEETING |            | REGULAR MEETING |            |              |           |

# **ADDENDA**



Date: September 11, 2023

Project Number: 23ITB08142023A-JWT

Project Title: Large Water Meter Installation Service

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

**ADDENDUM NO. 1**

**The date for the Pre-Bid Conference is Tuesday, September 12, 2023, at 10:00 A.M., not Thursday, September 12, 2023.**

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 this ITB.

This is to acknowledge receipt of Addendum No. 1, 12<sup>th</sup> day of September, 2023.

Jewel of the South, Inc  
Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

CEO  
Title



# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

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

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

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

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

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

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

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

The Bidder shall, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable to hereon shall be paid into the funds of the County as liquidated damages for such failure.

The Contractor shall be required to have and maintain during the course of the contract, a valid Utility Contractor's License, issued by the State of Georgia.

The on-site supervisor of the work shall be required to have a minimum of 5 years' experience installing large meters.

The Bidder shall list below work done of a similar nature to that Bid for, as references that will afford the County opportunity to judge as to experience, standing, and financial ability. Bidder shall be required to demonstrate through references, new installation of a minimum of 150 Large Water Meters over the past 5 years.

List for each project the name and contact information of the owner and the owner's representative.

# **EXHIBIT C**

## **SCOPE OF WORK**

# SCOPE OF WORK

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The Contractor shall

The County seeks to employ qualified contractor(s) for installation and replacement of large water meters throughout North Fulton County (north of the Chattahoochee River). The work to be performed under this contract shall consist of to the following terms, conditions and responsibilities to include furnishing all labor, materials (except as noted) tools, equipment and incidentals and completing all Work required in order to perform new large water meter installation and large water meter replacements on the water distribution system in Fulton County.

The work described in the specifications is located in Fulton County, Georgia. Fulton County owns and maintains a Water Distribution System North of the Chattahoochee River. The exact location will be assigned when individual projects are determined on an as-needed basis.

An estimate of work on this project includes but is not limited to:

1. Installation of large-size meters – estimated 40 annually
2. Replacement of large meters – estimated 5 annually
3. Other work as assigned

This listing contains estimates of the amount of specific work anticipated on this contract. It is not a guarantee of work or an inclusive list of all work the contractor might be assigned.

All non-residential new installations shall include a water meter, service line or piping and meter box or vault. All installation and/or replacement shall be accomplished in accordance with good industry practice, and generally:

1. The contractor is responsible for providing all material with the exception of the water meter, valves and vault. Water meters, valves and vaults shall be furnished by Fulton County. The contractor shall provide all fittings, pipe, appurtenances, gravel, cement, brick, block, concrete, threaded rod, copper tubing, labor, equipment, etc.
2. Contractor is responsible for the coordination of meter and meter vault delivery and installation.
3. If service line is required, contractor is responsible for installing the tap and service line.
4. All street cuts shall be repaired per DOT standards, technical specification 02668. Contractor is responsible for supplying all materials, labor, equipment, asphalt, concrete, traffic control, permits, etc.
5. Contractor shall supply all street plates.

6. Contractor shall furnish all temporary erosion control materials, but not limited to gravel.
7. Contractor shall be responsible for location of all utility lines.
8. Contractor shall receive a work order on all new installation and replacement of meters or other work as covered by this procurement from the County Project Manager. The work order shall contain an estimate of cost based on the County's estimate of quantities and the Contractor's unit prices provided in the bid and contract. At any time during performance of the work, the contractor believes the cost to complete the work order will exceed 10 percent of the estimate of cost provided by the County, Contractor shall promptly advise County Project Manager of the revised estimate of cost and cease work until the increased effort is approved in writing (email sufficient) by the County Project Manager.
9. All work orders shall have a date and time indicated on the work order. This is the date and time to commence work. All new installations shall be coordinated with the Development Contractor.:
10. The contractor is responsible for coordination with any general contractors or other contractors with work ongoing in the same general location. Any delay due to general contractors must be reported immediately to the Project Manager, but it shall remain the responsibility of the large meter installation contractor to the work is scheduled with the general contractor.
11. The contractor will be responsible for disinfection, as required, on all side services and main extensions.
12. Upon completion, the contractor shall rough grade the disturbed area and apply erosion control methods to protect the area from conditions which may cause soil erosion.

#### **Work Coordination**

- A. After receiving a work order, the contractor shall coordinate with the water service customer requiring the installation or replacement of meters. It is the Contractor's responsibility to schedule the installation with the customer during a time mutually acceptable, to resolve technical issues with the customer, to insure installation or replacement in accordance with Fulton County specifications. No additional time will be authorized for installation due to conflicts in coordination with customer unless specifically agreed to in writing by the County Project Manager.
- B. The contractor shall coordinate his work with third parties (such as public utilities and telephone companies) in areas where such parties may have rights to underground property or facilities, and request maps or other descriptive information as to the nature and location of such underground facilities or property.



- C. The contractor shall also coordinate his work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired by the contractor through the owner.
- D. Each city located within the North Fulton County water service area holds specific requirements involving milling and paving of asphalt roadways. The water service permit/application holder shall incur all costs associated with milling and paving. The meter installation contractor has the responsibility of coordinating with the permit/application holder and city representatives prior to performing any milling and paving activities and advising the County Project Manager prior to scheduling and performing any milling and paving activities.

#### **Conditions at the Site**

- A. The contractor shall make all necessary investigations to determine the existence and location of underground utilities and obtain all necessary permits except for Georgia Department of Transportation permits which Fulton County will provide.
- B. The contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.

#### **The Contractor must adhere to the following:**

##### **Scheduling of the work**

- A. This section describes the work order scheduling and progress reporting requirements of the contract. The primary objectives of the requirements of this section are:
  - 1. To insure adequate planning and execution of the Work by the Contractor.
  - 2. To assist the County and Project Manager in evaluating the progress of the work.
  - 3. To provide for optimum coordination by the contractor of its subcontractors, trades, and suppliers, and of its Work with the work or services provided by the County or any separate contractors; and
  - 4. To permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work?

##### **General Scheduling requirements**

- A. The work of this contract shall be assigned via a work order issued to the contractor.
- B. The contractor shall acknowledge receipt of the work order within 3 business days from issue and provide to the Project Manager a schedule for accomplishment of work.
- C. Once approved by the Project Manager, the work order schedule will become the schedule of record for coordinating the work, scheduling the work, monitoring the

work, reviewing the payment requests, evaluating time extension requests, and all other objectives listed above.

- D. The contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The work order schedule shall represent the contractor's best judgment of how it will perform the work in compliance with the contract requirements.
- E. The contractor shall be solely responsible for the delivery of all materials and equipment to be furnished by the contractor and by the County so that the progress of work orders shall be maintained according to the currently approved work order schedule for the Work.

**1. NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING**

Measurement and payment for the installation of large (3" and larger) meters will be on the basis of each meter installed in accordance with the unit price bid on the bid form.

The scope of work shall include mobilization, all labor and equipment and materials (except as specifically provided herein) necessary to install service line, tap, valves, bypass piping, fittings, meter vault and meter. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer (when applicable), valves and vault. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, installation of the meter assembly and installation of the vault. Fulton County will provide the vault through a vendor, The contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault. Contractor shall provide all necessary labor and equipment for offloading and setting the vault. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost to the County.

**2. NEW INSTALLATION OF ¾" TO 2" METER AND TAP IN CONJUNCTION WITH EITHER NEW LARGE METER**

Measurement and payment for the installation of ¾" to 2" meters, service lines, valves, fittings and meter boxes, in conjunction with large meters will be on the basis of the unit price bid on the bid form for each meter and service line installed. Unit price includes up to fifteen feet of copper tubing for meter installation. Unit price for additional length of service line installation shall be priced at the unit price per foot of service line installation in the bid for the length greater than 15 feet.

The scope of work shall include mobilization, all labor, equipment and materials (except as specifically provided herein) necessary to install service line, tap, valves, fittings, meter box and meter. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter, meter box, curb stop or meter setter. Contractor shall provide all copper tube, necessary fittings, appurtenances, labor and equipment

required for installation/replacement of the water meter. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **3. REPLACEMENT OF LARGE METER ONLY**

Measurement and payment of meters will be on the basis of the unit price bid on the bid form for each meter replaced as directed by the County.

The scope of work shall include mobilization; all labor, equipment, and materials (except as specifically provided herein), necessary to replace all meters. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter; contractor shall provide all necessary pipe, fittings and appurtenances required for replacement of the water meter. Should any valves be determined as necessary to be replaced, Fulton County will furnish the valves, but the contractor shall install them at no additional cost to the County. The replaced meter and any valves shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **4. REPLACEMENT OF LARGE METER INCLUDING VAULT, VALVES AND BYPASS PIPING**

Measurement and payment for replacement of large meters will be on the basis of the unit price bid on the bid form for each complete meter assembly and vault replaced.

The scope of work shall include mobilization; all labor, equipment, and materials (except as specifically provided herein) necessary to replace service line, tap, valves, bypass piping, fittings, touch read, meter vault and meter. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer (when applicable), valves and vault. The contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly and removal and replacement of the vault. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; contractor shall provide all necessary labor and equipment. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **5. REPLACEMENT OF LARGE METER INCLUDING VALVES AND BYPASS PIPING**

Measurement and payment of replacement of large meters will be on the basis of the unit price **bid on the bid form** for each complete meter assembly replaced.

The scope of work shall include mobilization, all labor, and equipment, and materials (except as specifically provided herein), necessary to replace service line; tap, valves,

bypass piping, fittings, touch read, and meter. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer (when applicable), and valves. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **6. PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION, REPLACEMENT, OR OTHER TASKS**

Measurement and payment of the pipelines shall be on the basis **the unit price** bid on the bid form for each unit of pipe installed.

The scope of work shall include mobilization, all labor and equipment and materials (except as specifically provided herein) necessary to install pipe and necessary fittings where not provided for in other pay items. By-pass piping is not covered by this item. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials, the contractor shall provide all fittings, pipe, and necessary appurtenances required for pipe installation. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **7. METER VAULT REPLACEMENT**

Measurement and payment for each vault replaced will be on the basis of the unit price bid on the bid form for each vault replaced.

The scope of work shall include mobilization, all labor and equipment and materials (except as specifically provided herein) necessary to coordinate vault delivery, off-loading and setting of vault, disconnection and re-installation of lines, taps, valves, and meters necessary to completely remove an existing meter assembly and existing vault and replace it with a new vault including excavation, dewatering, backfill, and compaction. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; the contractor shall provide all fittings, pipe, and necessary appurtenances required for vault replacement. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **8. METER VAULT ADJUSTMENT**

Measurement and payment of vault adjustments will be on the basis of **the unit price** bid on the bid form for each unit (linear foot) of adjustment of each vault adjusted to grade. There are individual line items for adjustment "up to grade".

The scope of work shall include mobilization, all labor and equipment and materials (except as specifically provided herein) necessary to coordinate riser delivery, off-loading and setting of risers and adjust meter vault to grade as listed in the bid. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide additional vault riser sections through a vendor; the contractor shall coordinate with vendor and County to arrange delivery of riser sections, off-load and set riser; the contractor shall provide all pipe, fittings and necessary appurtenances required to raise the elevation of an existing vault. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

## **9. VALVE REPLACEMENT ON EXISTING METERS**

Measurement and payment of valves replaced will be on the basis of the unit price **bid on the bid form** for each valve and valve box replaced.

The scope of work shall include mobilization, all labor and equipment and materials (except as specifically provided herein) necessary to completely remove an existing valve and valve box and replace it with a new valve assembly including any necessary pipe, transition couplings, mechanical joint fittings, thrust restraint, excavation, dewatering, backfill and compaction. Removed valves shall be returned to Fulton County. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide valves and valve box; the contractor shall provide pipe couplings, fittings and necessary appurtenances required to replace an existing valve. The replaced valve shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

## **10. TAP CUT-IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.**

Measurement and payment of cut-in valves with box will be on the basis of the unit price **bid on the bid form for** each valve installed as directed by the County.

The scope of work shall include mobilization, all labor and equipment and materials (except as specifically provided herein) for installing cut-in valves. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will isolate and depressurize the location and provide valve and valve box. The contractor shall provide pipe, fittings and necessary appurtenances required to install valve and box. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

## **11. CASED PIPE - JACK AND BORE OR DIRECT BURY (INCLUDES INSTALLATION OF CARRIER PIPE)**

Measurement and payment of cased pipe will be on the basis of the unit price **bid on the bid form for each unit** (linear foot) of bore or buried casing length installed. The unit price bid shall include furnishing and installing the carrier pipe inside the casing.

Jack and bore with steel casings of various sizes (diameters) shall be at the unit price bid per foot for jack and bore with steel casing or direct bury with steel casing and shall include: all labor, equipment, and materials including casing, supports, grout, and accessories for installing casing and carrier pipe. Measurement for payment shall be made along the centerline of the casing from edge to edge of actual bore or buried length. Length of casing protruding outside the actual bored area shall not be included. No additional payment for mobilization, labor or equipment will be made. Payment shall also include excavation and dewatering of access pits and providing sheeting and other safety requirements by OSHA. Payment for the installation of the carrier pipe shall be included in the unit price bid. No additional payment shall be made for rock excavation if some is encountered during boring and jacking operation or direct bury. Contractor shall be responsible for the operation of the bore. Any damage caused will be the responsibility of the Contractor. Payment includes mobilization, all labor and equipment necessary to install the casing and carrier pipe. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary pipes, casing and necessary appurtenances required for the installation of the casing and pipe. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

## **12. FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.**

Measurement and payment of fire hydrants will be on the basis of the unit price **bid on the bid form** for each unit installed, adjusted or relocated.

For providing mobilization, all labor and equipment necessary to install, adjust or relocate a complete fire hydrant assembly will be on the basis of lump sum each as listed in the bid. Hydrants shall be adjusted to finish grade. Payment for the installation of ductile iron pipe and thrust blocking will be on the basis of unit price per foot as listed in bid. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the fire hydrant assembly, isolation valve and valve box only. The contractor shall provide all materials and appurtenances required for the installation, relocation or adjustment of the hydrant. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

## **13. WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT**

Measurement and payment of tapping sleeves, valves and valve boxes will be on the basis of the unit price **bid on the bid form for each unit** installed as directed by the County.

For providing mobilization, all labor equipment and materials necessary to install a complete tapping sleeve, valve and valve box shall be on the basis of lump sum each as listed in the bid. Payment includes mobilization, all labor and equipment necessary to install service line, tap, valves, and fittings. The cost for installation or replacement of a meter box and meter shall be paid for under a separate pay item. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary materials including full MJ tapping sleeve and all appurtenances required for the installation of the tap. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **14. CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.**

Measurement and payment of concrete thrust blocking will be based on the unit price **bid on the bid form for each** cubic yards of concrete placed in accordance with Fulton County's Standard (thrust block) Detail.

The scope of work shall include furnishing and placing concrete thrust blocks include mobilization, all labor d equipment and materials required for forming as well as providing and placing of the concrete. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary materials required for the thrust blocking. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **15. CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS AND STREET AND ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.**

Measurement and payment for sidewalks, driveways, curbs and gutters and other cement or asphalt replacement will be on the basis of the unit price **bid on the bid form for each material type** and shall include mobilization, all labor equipment and materials for removal and disposal of old concrete or asphalt, construction of forms, if required and the replacement and finishing of the new concrete or asphalt. Measurement of sidewalk replacement and street cut repair will be on the basis of square footage. Curb and gutter replacement will be on the basis of linear feet.

For furnishing concrete shall include forming as well as providing and removing forms. Unit prices shall include the cost of the concrete per the appropriate specification, as well as delivery charges. The unit price shall include the furnishing of mobilization all labor, materials, tools, disposal and equipment necessary to complete the work as specified or as shown. No additional payment will be made for removing and replacing damaged adjacent area of driveway caused by the Contractor.

The unit price for removing and replacing concrete pavement shall include cutting, removing and disposing existing pavement and replacing and compaction of base, sub-base, concrete and all related items, as shown on the drawings, specified or as directed by the County.

The unit price for removing and replacing asphalt pavement shall include cutting, removing and disposing of existing pavement and replacing and compaction of base, sub-base, asphalt, concrete and all related items, as shown on the drawings, specified or as directed by the County. This applies to areas where standard utility cut replacement is not required. Replacement of parking lot shall also be covered under this item.

The unit price for Type E (Section 400 of the GDOT Standard Specifications) Asphalt Topping shall include the overlaying of approximately 1 inch of Type E asphalt on existing pavement.

The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

#### **16. LABOR AND EQUIPMENT IN CONJUNCTION WITH METER INSTALLATION OR REPLACEMENT (FOR PREMIUM SERVICES AND SERVICES NOT INCLUDED IN OTHER PAY ITEMS)**

Measurement and payment will be on the basis of the unit price **bid on the bid form for each** listed condition.

After Normal Hours - For providing services for a complete crew on site between 8 AM and 5 PM on normal workdays to accommodate businesses and avoid water service shut off during business hours. Price bid shall be the premium cost per hour in addition to the unit price bid for the installation/construction effort. Payment includes mobilization, all labor and equipment.

Weekends and Holidays - For providing services for a complete crew on site on Weekends and Holidays to accommodate businesses and avoid water service shut off during business hours. Price bid shall be the premium cost per hour in addition to the unit price bid for the installation/construction effort. Payment includes mobilization, all labor and equipment.

Other Work – For providing a complete crew on site to perform other work as directed associated with meter installation and replacement. Crew and equipment shall be equivalent to crew required for large meter installation.

#### **17. EROSION AND SEDIMENT CONTROL (FOR OTHER WORK NOT ASSOCIATED WITH SPECIFIC BID ITEMS ABOVE)**

Measurement and payment will be on the basis of the unit price **bid on the bid form for each** type of erosion and sediment control device installed.

For silt fencing for erosion control purposes, including all materials, labor, equipment and tools, as shown on the Drawings, specified or directed by the County shall be included in the unit price bid for Silt Fence for various types. Payment includes mobilization, all labor



and equipment necessary to install erosion and sediment control. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost. No additional payment will be made for the cost of maintenance and repair work. No additional payment will be made for the cost of removal and disposal of used materials. Removal of silt fence shall be done only when construction area has been completely stabilized with permanent vegetation and all roadways and driveways have been paved and/or as directed by the Project Manager.

Measurement for installing hay bales shall be made as a separate item based on actual quantity installed. Installed hay bales that do not serve its primary purpose to control erosion will not be paid, unless shown on the work order, specified, or directed by the County.

Payment for staked hay bales shall include installation, maintenance, and replacement, if necessary, of damaged bales, disposal and the furnishing of all labor, materials, equipment and tools necessary to complete the work.

Payment for dirt bag shall be made as a separate item based on quantity installed for the purpose of controlling silt during dewatering operation. The unit price shall include the furnishing of non-woven bag, gravel bed, straps, and all other labor, materials, equipment and tools necessary for a complete work.

The dirt bag is considered full, should be removed from the site when it is impractical for the bag to filter the sediment out at a reasonable flow rate, and should be replaced with a new dirt bag. Once full separate payment will be made for the replacement dirt bag

No additional payment will be made for cleaning, maintenance and disposal of dirt bag.

## **18. TREE PROTECTION**

Measurement and payment for tree protection fence shall be based on the unit price **bid on the** form for each unit installed. Except as specifically stated, tree protection is not included in the standard requirements for meter replacement and installation work items and will be paid for separately when required. Payment of tree protection shall include all labor and material to install tree protection fence. No additional payment will be made for tree protection fence that has been damaged and has to be reestablished due to Contractor's negligence. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

## **19. TREE REMOVAL**

Except as specifically stated, tree removal is not included in the standard requirements for meter replacement and installation work items and will be paid for separately when required. Measurement and payment for trees removed will be on the unit price **bid on the bid form for each tree** on a per-inch basis of the measured diameter of each tree.

The measurement of the tree diameter shall be made at a point 4.5' above the ground surface. If distortions, branches or swelling is located at the 4.5' level, the tree shall be measured at the 4' and 5' level and the 2 diameters averaged. On a sloped surface the measurement shall be made on the uphill side. The tape measure shall be held at a right angle to the trunk, taking care that the tape is not twisted. If a traditional tape measure is used the circumference shall be measured in inches and this figure divided by pi (3.142) to obtain the diameter in inches. Alternately a loggers diameter tape calibrated in inches may be used.

Payment for trees removed shall include at a minimum, cutting the specified tree down even with or as low to the ground as possible, grinding the stump 4" below ground surface, filling this depression, chopping/chipping and hauling off the premises all debris. Trees will be classified as easy access if they can be dropped and difficult access if they must be de-limbed and brought down in sections. The contractor shall be responsible for the protection of underground utilities as per the Georgia Underground Utilities Protection Act. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

## 20. ROCK EXCAVATION

Except s specifically stated, rock excavation is not included in the standard requirements for meter replacement and installation work items and be paid for as an extra. Bolder up to 1 cy in size shall not be considered rock but shall be removed and disposed of as part of the pay item for which it might be associated. Payment will be made for the measured quantity of rock excavated based on the unit price **bid on the bid form** for rock excavation. Payment includes mobilization, all labor and equipment necessary to remove and dispose of rock. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

The maximum allowable volume of rock excavated for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus eighteen (18) inches, but not less than 36-inches, and depth of rock on the pipe centerline, from the top of the rock to the bottom of the rock or the specified bottom of trench, whichever has the higher elevation.

The County must be given reasonable notice to measure all rock. Payment shall be made based on a quantity certified correct by the County based on a joint measurement conducted by and between the Contractor and the Project Manager.

If rock is encountered that requires removal by blasting, the County will require the Contractor to employ a blasting engineer to supervise the Work. The Project Manager must approve the blasting engineer. It will be the blasting engineer's duty to advise the blaster of hole spacing and loading and to make seismic and concussion measurements were deemed necessary.

No extra payment will be made for blasting. All costs of equipment, labor and materials required for blasting shall be included in the unit price bid for rock excavation.

Payment for blast monitoring shall be made under the Task Allowances provided for blast monitoring. A fee must be agreed upon by the County prior to the Contractor employing an independent, qualified specialty subcontractor to monitor the blasting. If the Contractor employs the specialty subcontractor prior to the County's approval of the fee, all such costs are subject to non-reimbursement.

**21. SOFT DIG EXCAVATION - Where required and approved by the County and not considered part of standard construction methods**

Hourly Rate for equipment and operator shall be the time actually on site. Actual hours worked to be tracked and billed in 15 minute (1/4 hour) increments.

The trip fee shall include the cost for traveling from the contractor's permanent location of the equipment to the project site, travel to the material disposal site, the cost of all material disposal including any fees, and return to the contractor's permanent location for the equipment.

**22. TRENCH STABILIZATION – Where required and approved by the County and not considered part of standard construction methods**

Trench Stabilization measurement and payment where approved shall be based on the unit price **bid on the bid form for each type of stabilization material listed**. Trench Stabilization (crushed stone, #57) will not be made where such material is part of required pipe foundation bedding or where such material is used by the Contractor to increase production or utilize a lesser strength pipe when permitted by an improved pipe foundation or within the limits of the water meter vault footprint. Such additional use of granular material in bedding pipe or for other purposes is considered an incidental cost of construction and no separate payment will be made. Payment includes mobilization, all labor and equipment necessary to stabilize trench. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

If trench stabilization is required for work not specifically included in the bid and the sub-grade is, by nature, too soft and mucky for proper installation of pipe, the Project Manager may order the Contractor to undercut the ditch and backfill with granular material (crushed stone, #57). The crushed stone shall be brought to grade and compacted. When the unsuitable nature of in-place material arises out of wet trench conditions, granular material will be authorized only where alternative techniques (including dewatering methods) are impractical as determined by the Project Manager.

When use of granular material is authorized, its volume in cubic yards will be computed by multiplying (1) the horizontal length of the granular material construction along the water line centerline by (2) the authorized depth of granular material measured at the side of the pipe by (3) the narrowest maximum trench width authorized in the specifications and drawings.

If during excavation, the sub-grade in-place material under roadway or other paved areas is found unsuitable, in the opinion of the Project Manager for proper backfilling of trench and installation of pavement, the Project Manager may order the Contractor to remove such material and replace it with trench stabilization material such as suitable earth material (borrow), crusher run, or M-10 sand. Where trench stabilization is provided, the trench stabilization material shall be compacted to the requirement of the specifications. However, if the excavated material is found suitable but becomes unsuitable later due to improper handling and stockpiling by the Contractor, the Contractor shall be responsible for providing suitable backfill material acceptable to the County. The County may also order the replacement of in-situ materials with trench stabilization materials. Payment of such will be similar as described below.

Payment for Trench Stabilization shall be the full compensation for removing and disposing the unsuitable material, furnishing trench stabilization material, over- excavation of trench, dewatering, compaction and other related work. Trench Stabilization materials will be measured similar to computing granular material described above.

Backfilling the top portion of trench on paved areas temporarily with crusher run or granular material to make the road passable or for other purposes is considered as an incidental cost of constructing of each line item and shall be the responsibility of the Contractor. No separate payment will be made for this work.

No additional payment will be made for disposing surplus material offsite.

### **23. . REMOVE AND REPLACE EXISTING FENCE (FOR ITEMS NOT INCLUDED IN BID SHEETS)**

Except as specifically stated, fence removal and replacement are not included in the standard requirements for meter replacement and installation work items and will be paid for separately when required. Payment of removing and replacing existing fence shall be measured based on the unit price **bid on the bid form** the quantity removed and replaced for various type of fence. Unit price shall include all labor, material, equipment and tools necessary to complete the work as shown on the Drawings, specified or directed by the County. Payment includes mobilization, all labor and equipment necessary to remove and replace fencing. The site shall be left rough-graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

### **24. TRAFFIC CONTROL**

- A. All costs for providing traffic control in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Georgia Department of Transportation (GDOT) specifications shall be included in the unit price bid for the item to which it pertains. No additional payment will be made for complying with MUTCD or GDOT requirement.

- B. Payment for TRAFFIC CONTROL as indicated in the Bid will be made only for additional traffic control device beyond the requirements of the MUTCD and /or GDOT as ordered by the Construction Manager.
- C. The unit price bid for STANDARD DOT BARRIER shall include all the cost for providing installing and removing a standard DOT barrier, as directed by the Construction Manager.
- D. 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 are not obstructed. The cost of moving the barriers as such shall be included in the unit price bid.
- E. Measurement for payment shall be made based on the actual linear footage of 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 barrier stored by the Contractor in any location.
- F. 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.
- G. The unit piece bid for POLICE CRUISER shall include all cost for providing a police cruiser for additional traffic control.
- H. Payment will be made for hours spent on site, which may be a portion of a standard workday
- I. Payment will be made only for hours documented by the Contractor and approved by the Construction Manager
- J. The unit price bid for 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.
- K. The flagman shall be certified and dedicated to maintaining and directing traffic flow.
- L. 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.
- M. Proof of certification may be required by the Construction Manager prior to acceptance for payment.
- N. Payment will be made for hours spent on site performing dedicated flagman duties, which may be a portion of a standard workday.

- O. Payment will be made only for hours documented by the Contractor and approved by the Construction Manager.
- P. The unit price bid for LIGHT PLANT shall include all costs for providing a light plant, including generator and lighting system, for night work, as directed by the Construction Manager.
- Q. The unit price bid for ELECTRONIC MESSAGE BOARD shall include all costs for providing an electronic message board, as directed and approved by the Construction Manager.

## **INSPECTION OF WORK**

### Inspection

- A. The Project Manager shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Project Manager's review as specified herein.
- B. The Project Manager is responsible for general surveillance of the work on behalf of the County. The Project Manager is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Project Manager is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Project Manager is not responsible for the Contractor's failure to carry out the work in accordance with the scope of work.

### Contractor's Duties

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct, to the satisfaction of the County, any work or material not provided by the County found to be defective or of deficient quality. The Contractor at no additional expense to the County shall make such corrections.
- C. Limit blowing dust caused by construction by applying water or employing other appropriate means or methods to maintain dust control subject to the approval of the County. As a minimum, this may require the use of a water wagon to suppress dusty conditions.

### Right of Entry

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the County shall have access to the work wherever it is in preparation or progress.

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## **CLEANING**

### Scope

- A. This Section covers the general cleaning which the contractor shall be required to perform both during construction and before final acceptance of the project unless otherwise shown on the drawings or specified elsewhere in these specifications.

### Quality Assurance

- A. Daily and more often, if necessary, conducts inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

### Hazardous Material and Waste

- A. The contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in an approved landfill. B. The contractor shall prevent accumulation of waste which creates hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous waste or materials into sanitary or storm sewers shall not be allowed.

### Disposable Surplus Material

- A. Unless otherwise shown on the drawings, specified or directed, the contractor shall legally dispose of the site all surplus materials and equipment from demolition and shall provide suitable off-site disposal site, or utilize a site designated by the County.

### Cleaning Materials and Equipment

- A. Provide all required personnel with equipment and materials needed to maintain the specified standard of cleanliness.

### Compatibility

- A. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the County.

### Progress Cleaning

- A. General
  1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.
  2. At least each day, if not more often, if necessary, completely remove all scrap, debris and waste material from the job site.

3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

**B. Site**

1. Daily and more often, if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. At all times maintain the site in a neat and orderly condition that meets the approval of the County.

**Final Cleaning**

A. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in section 3.01 above.

B. Site: Unless otherwise specifically directed by the county, hose down all paved areas on the site and all sidewalks; rake clean other surfaces of the grounds. Completely remove all resultant debris.

C. Post-Construction Cleanup: All evidence of temporary construction facilities. Haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the County.

D. Restoration of Landscape Damage: Any landscape feature damaged by the contractor's condition at the contractor's expense. The County will decide what method of restoration shall be used.

E. Timing: Schedule final cleaning as approved by the County to enable the County to accept the Project.

**SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

The contractor shall supervise and direct the work using the contractor's best skill and attention. The contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Project Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the contract documents in each case shall mean the contractor who executes each separate County Agreement.



The contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work and shall cooperate in coordinating connection of its work with theirs as required by the contract documents.

If any part of the contractor's work depends for proper execution or results upon the work of the County or any separate contractor, the contractor shall, prior to proceeding with that portion of the work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results within fourteen (14) days of discovery of such discrepancy or defect. Failure of the contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the work, except as to any defects which may subsequently become apparent in such work by others. Any costs caused by defective or untimely work shall be borne by the party responsible, therefore.

Should the contractor wrongfully cause damage to the work or property of the County, or to other work or property on the site, including the work of separate contractors, the contractor shall promptly remedy such damage at the contractor's expense.

Should the contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Project Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Project Manager shall have liabilities therefore, but the contractor may assert his claim for damages solely against such other contractor. The contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this contract shall be performed concurrently in the same areas as other construction work, the contractor shall coordinate with the Project Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the contractor or contractors responsible therefore as the County shall determine to be just.

The contractor shall employ only competent and skilled personnel. The contractor shall, upon demand from the Project Manager, immediately remove any superintendent, foreman or workman whom the Project Manager may consider incompetent or undesirable.

The contractor shall be responsible to the County for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement.

## **SAFETIES, EMERGENICES and SUSPENSION OF WORK**

The contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the contractor shall erect and maintain, as required by law or regulation, existing conditions and the progress of the work, all reasonable safeguards for the safety, health, and protection of persons in the vicinity of the project and in accordance with the Fulton County contractor Safety and Health Management Process (Process). The Process (incorporated herein by reference) establishes only the minimum safety requirements for the work. Compliance with the process shall not relieve the contractor of its obligation to comply with any other requirement of law or regulation or provide a defense against any claim of violation of such other law or regulation. The contractor is solely responsible for providing a safe and healthy workplace and shall defend, indemnify and hold harmless the County, its officers, employees, agents, and other contractors from any and all losses, claims, penalties, judgments, and expenses, including attorney's fees and legal costs arising in whole or in part from any failure of the contractor or any of its subcontractors at any tier to comply with the safety and health requirements of this contract. Failure to provide a safe and healthy working place or to follow the safety requirements of this agreement after written notification by the County of such failure is reason for termination of the contract according to the termination provisions herein.

In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the work or its performance, the contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action, the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this agreement. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by this Condition against any sums then or thereafter due the contractor. The contractor shall defend, indemnify and hold harmless the County, its officer, employees, agents, and contractors against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein.

Should, in the judgment of the County or its agent(s), the contractor or any subcontractor fail to provide a safe and healthy workplace or fail to follow the safety requirements defined in the contract documents and approvals, the County or its agent(s) shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the contractor.

The contractor is solely responsible for the implementation of its safety program and the safe provision of its services. The contractor shall defend, indemnify, and hold harmless the County and its agent(s) from and against any and all liability (whether public or private, penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of; the contractor, its subcontractors at any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The contractor shall not be relieved

of its responsibilities under the safety requirements of the contract the County or its agent(s) act or fail to act pursuant to its rights hereunder. The County and its agents shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the contractor by this agreement by virtue of having provided any safety program guidelines. The contractor shall not raise as a defense to its obligation to indemnify under this condition any failure of those indemnified hereunder to assure contractor operates safely, it being understood and agreed that no such failure shall relieve the contractor from its obligation to assure safe operation or from its obligation to so indemnify. The contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly from those indemnified hereunder.

In any and all claims against those indemnified hereunder by any employee of the contractor, any subcontractor at any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this condition shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor at any tier under any workers' compensation act, disability benefit or other employee benefit acts.

#### **COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION AND COUNTY**

- B. No clearing or grading shall be completed by contractor within the State Department of Transportation (DOT) area under construction. The contractor must coordinate his construction scheduling with DOT.
- C. If the contractor begins work before DOT completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the contractor's work in the DOT area.
- D. The contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.
- E. The contractor shall obtain DOT drawings of any DOT project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The contractor is responsible for obtaining any pertinent DOT revisions.

#### **PROGRESS REPORTS AND PHOTOGRAPHS**

##### General

- A. The contractor shall submit to the Project Manager, on the last day of each week, the daily progress reports for each day worked that week, including the following information:
  - F. A statement of work performed that day including a copy of all work orders performed.
  - G. A manpower report indicating numbers working that day by trade, including subcontractors.

- H. A copy of a delivery receipt of all deliveries, to the project on that day, of the equipment or materials that require approval according to these specifications.
- I. Weather conditions.
- J. Copy of all photographs or videos
- K. Other data pertinent to the progress of the work.
- L. Prior to the beginning of any work, the contractor shall take sufficient photographs or video of the work area to record existing conditions. Following completion of the work, another recording shall be made showing the same area and features as in the pre-construction photographs. All conditions, which might later be subject to disagreement, shall be shown in sufficient detail to provide a basis for decisions. The Contractor shall mark all photographs and videos with the work order number and submit to the Project Manager with the weekly report.

## **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### Work

- A. The work covered by this section includes furnishing all labor, furnishing equipment, and materials required for temporary control of construction operations.

### Pumping

- A. The contractor shall furnish and operate pumping and appurtenant piping for dewatering, flow rerouting, or any similar purposes.
- B. Pumping equipment that could disturb the public will only be operated only during a standard workday or as approved by the County.

### Temporary Facilities

- A. The contractor shall provide temporary toilets as required and shall maintain them in a sanitary condition for the duration of the work and remove them at completion.
- B. On or before the completion of the work, the contractors shall remove all temporary facilities, together with all rubbish and trash, as directed by the County.

### Storage

- A. The contractor shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the contract.

### Removal

- A. The contractor shall remove temporary facilities from the site of the work when so notified by the County.

- B. The contractor shall enforce the instructions of the County regarding signs, advertisements, fire and smoking.

#### Maintenance during Construction

- M. Continuous and effective work shall be performed day by day, with adequate equipment and forces as required to keep the backfill, pavement, structures, pipelines and other features in satisfactory and acceptable condition at all times.
- B. In the event the contractor fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the County describing the unsatisfactory conditions, the County may be immediately proceeded with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the contractor under the contract.

#### Clean-Up and Disposal

- A. At the end of each day's operation, the contractor shall thoroughly clear the work site of all dirt or debris, and generally restore the site to an acceptable condition. Upon completion of the work, all excess material and rubbish shall be removed from the job site and disposal of properly. The surrounding construction area shall be left in as good a condition as that which existed prior to construction.
- B. The contractor shall transport and expeditiously dispose of all materials removed from the construction site. Disposal shall be at no additional cost to the County, and in a manner consistent with all applicable codes and regulations.

#### **TRAFFIC CONTROLS**

- A. The contractor shall provide all signs, barriers, markers, and flagmen as required to maintain traffic.
- B. The contractor shall maintain traffic at all times, as practicable.
- C. No road shall be closed to traffic without the approval of the County.
- D. Open trenches adjacent to traveled rights-of-way shall be properly barricaded, bridged, or otherwise maintained safe for traffic.

#### Access Roads

- A. Streets, road and drives used by the contractor for access to and from the site of the work shall be protected from damage caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired and left in good condition at the closure of the construction period. Any new access road construction shall be all-weather and have drainage structures placed as shown or as required.

### Restoration of Paving

- A. The contractor shall restore in a neat and acceptable manner all streets, roadways, or other areas where trenches have been opened.
- 1. Bituminous concrete, and prime and seal paving shall be restored so that the wearing surface and base course shall each be in accordance with approved County standards.
- 2. Gravel surfacing shall be restored to its original thickness with a size gravel to match the existing, but in no case shall restored surfacing be less than 4 inches.
- 3. The contractor shall restore concrete curbs, gutters, and walks to the size and shape they originally were. Damaged sections shall be replaced with completely new sections. Patching of damaged sections will not be permitted.

### Tree and Plant Protection

- A. The contractor shall preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site.  
around each group of trees, or around plants to be protected.
- B.. The contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
- C.. The contractor shall consult with the County and remove those roots and branches which interfere with construction.
- D.. The contractor shall replace, or suitably repair, trees and plants design-ated to remain, which have been damaged or destroyed due to construction operation.
- E.. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

### Soil Erosion

- A. The contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction. This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connections with the construction, installation, and maintenance of all erosion and pollution controls through the use of berms, sediment basins, mulches, hay erosion checks, ditches, debris filters, and other devices.
- B. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction period.

### Barricades, Lights and Signals

- A. The contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction.
- B. The contractor will be held responsible for all damages to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the contractor shall immediately remove the damaged portion and replace it at the contractor's cost and expense. The contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the project has been accepted by the County.
- C. The contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectively prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset to sunrise.

### **PROJECT MAINTENANCE AND WARRANTY**

- A. Maintain and keep in good repair the work covered by the work orders and Specifications until acceptance by County.
- B. The contractor shall warrant for a period of one year from the date of County's written acceptance of certain segments of the work as defined in the contract documents, that the completed work is free from all defects due to faulty products supplied by the contractor or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such defects, the County may do so and charge the contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another contractor or the County, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in

the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over- or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty. Should multiple failures occur in a given item; all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one year.

- E. The contractor shall, at contractor's expense, furnish all labor, materials tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the contractor's operations, shall be promptly repaired by the contractor at no cost to the County.
- G. The contractor shall be responsible for all road and entrance reconstruction.
- H. In the event the contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the County reserves the right to cause the required materials to be procured and the work to be done, as described in the drawings and specifications, and to hold the contractor and the sureties on contractor's bond liable for the cost and expense thereof.
- I. Notice to contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the contractor at contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the contract documents, nor any special guarantee time limit implies any limitation of the contractor's liability within the law of the place of construction.

This Section identifies each Measurement for Payment outlined in the bid (Bid Price Schedule) and describes the methods by which payments shall be based.

- N. No payment shall be made for the restoration of developed property unless specifically authorized by the Project Manager, in writing, on the service order. This includes but is not limited to sidewalks and curbs, driveways, fences, walls or grass and/or sod. Any payment for restoration of such developed property will be made at the bid rate on a per unit basis.



- O. The cost of moving and reestablishing man-made and landscape features, including labor, materials and equipment shall be included in the unit price bid for such items and shall be specifically authorized by the project manager, in writing, on the work order.
- P. No additional or separate payment shall be made for cutting of concrete and asphalt pavement, excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, or repair of damaged properties. All of these items are contained in the unit price of individual items or are included as a line item in the bid. All testing required for the execution of the work shall be done as part of the price for the item involved.
- Q. No additional or separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area, except as indicated below. Payment for these items shall be part of the unit price bid for each particular item of work.
- R. No additional or separate payment shall be made for providing detail surveys needed for construction. The contractor shall be responsible for furnishing benchmarks, reference points and stakes to establish a base line for locating the principal component of the work. The contractor shall also be responsible for providing any further survey necessary to complete the work. The contractor shall carefully preserve the established points, and in case of willful or careless destruction, the contractor shall be responsible for the costs of reestablishing the benchmarks, reference points and stakes.
- S. No additional or separate payment or additional payment shall be made for any special unique method, means, techniques or equipment necessary for the contractor's compliance with these specifications, regulatory requirements, permits, laws or regulations which govern the project. All costs shall be included in the unit price bid for each item.
- T. No additional or separate payment shall be made for trench excavation. All costs shall be included in the unit price bid for each item.
- U. No additional or separate payment will be made for providing sheeting, bracing, and timbering specified, shown on the drawings or necessary due to the contractor's means of construction. All costs for sheeting, bracing, and shoring shall be included in the unit price bid for each individual item.
- V. No payment will be made for sheeting removed or for sheeting left in place for the contractor's convenience.
- W. No additional or separate payment will be made for material used to provide crushed stone (#57) bedding and hunching. The cost of all bedding and hunching materials shall be included in the unit price bid for the item to which it relates except for trench stabilization.
- X. No additional or separate payment will be made for improved bedding required to compensate for over excavation of the trench. Additional bedding required to

compensate for removed unsuitable materials, as directed by the project manager will be paid through the unit price bid for trench stabilization.

- Y. No additional or separate payment shall be made for initial and/or final backfill.
- Z. No additional or separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
- AA.No additional or separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet compaction requirements.
- BB.No additional or separate payment shall be made for providing select material if the in-situ material cannot meet the compaction requirements.
- CC. No additional or separate payment will be made for select backfill material. Payment for select material shall be included in the unit price bid each individual item.
- DD. No additional or separate payment will be made for disposal off site of surplus excavated materials.
- EE.No additional or separate payment will be made for placing temporary crusher run backfill or granular material on top portion of trench on paved areas.
- FF.All costs for clean-up and testing shall be included in the unit price bid for each individual item. Final payment shall not be made for any installation unless both testing and clean-up have been performed satisfactorily for that that item for which payment is being requested.
- GG. Payment for testing shall be made at the unit price bid for each individual item. No separate payment shall be made for associated testing fees.

## **WARRANTIES**

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

### Contractor Warranty of the Work

If within one year after the date of issuance of the certificate of final payment or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Project Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

Assignment of Manufacturers' Warranties Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on

materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

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# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$500,000.00 (Five 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.

## BID FORM

Submitted To: Fulton County Government

Submitted By: Jewel of the South, Inc.

For: **23RPF08142023A-JWT, Large Water Meter Installation**

Submitted on September 29, 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)

\$ 1,510,775.00

**(Dollar Amount In Numbers)**

One Million Five Hundred Ten Thousand Seven Hundred Seventy-Five and Zero Cents

**(Dollar Amount in Words)**

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

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work

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

### **BASE BID AMOUNT**

| <b>Item #</b> | <b>Item Description</b>   | <b>Unit</b> | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Extended Cost</b> |
|---------------|---|-------------|---------------------------|-------------------|----------------------|
| <b>1.</b>     | <b>NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES &amp; BYPASS PIPING</b>  |             |                           |                   |                      |
| 1.1           | 3" meter  | EA          | 1                         | \$1,000.00        | \$ 4,000.00          |
| 1.2           | 4" meter  | EA          | 10                        | \$5,000.00        | \$ 50,000.00         |
| 1.3           | 6" meter  | EA          | 15                        | \$6,500.00        | \$ 97,500.00         |
| 1.4           | 8" meter  | EA          | 15                        | \$8,600.00        | \$129,000.00         |
| 1.5           | 10" meter   | EA          | 1                         | \$12,500.00       | \$ 12,500.00         |
| 1.6           | 12" Meter   | EA          | 1                         | \$14,500.00       | \$ 14,500.00         |
| <b>2.</b>     | <b>NEW INSTALLATION OF ¾ TO 2" METERS AND TAPS IN CONJUNCTION WITH NEW LARGE METER OR DOUBLE DETECTOR CHECK (DDC) INSTALLATION ONLY</b> |             |                           |                   |                      |
| 2.1           | ¾ or 1" Tap and Meter installation  | EA          | 5                         | \$ 1,500.00       | \$ 7,500.00          |
| 2.2           | 1½" or 2" Tap and Installation  | EA          | 5                         | \$ 2,500.00       | \$ 12,500.00         |
| 2.3           | ¾" Copper tubing installation after 15 ft   | LF          | 25                        | \$ 40.00          | \$ 1,000.00          |
| 2.4           | 1" Copper tubing installation after 15 ft   | LF          | 50                        | \$ 45.00          | \$ 2,250.00          |
| 2.5           | 1 ½" Copper tubing installation after 15 ft   | LF          | 25                        | \$ 50.00          | \$ 1,250.00          |
| 2.6           | 2" Copper tubing installation after 15 ft   | LF          | 25                        | \$ 60.00          | \$ 1,500.00          |
|               |   |             |                           |                   |                      |
| <b>3.</b>     | <b>REPLACEMENT OF LARGE METERS ONLY</b>   |             |                           |                   |                      |
| 3.1           | 3" meter  | EA          | 2                         | \$2,200.00        | \$ 4,400.00          |
| 3.2           | 4" meter  | EA          | 2                         | \$2,500.00        | \$ 5,000.00          |
| 3.3           | 6" meter  | EA          | 2                         | \$2,600.00        | \$ 5,200.00          |
| 3.4           | 8" meter  | EA          | 2                         | \$3,200.00        | \$ 6,400.00          |

|           |   |    |     |              |              |
|-----------|---|----|-----|--------------|--------------|
| 3.5       | 10" meter   | EA | 2   | \$ 1,500.00  | \$ 9,000.00  |
| <b>4.</b> | <b>REPLACEMENT OF<br/>LARGE METERS<br/>INCLUDING VAULTS,<br/>VALVES &amp; BYPASS<br/>PIPING</b> |    |     |              |              |
| 4.1       | 3" meter, vault, valves,<br>bypass  | EA | 1   | \$ 7,600.00  | \$ 7,600.00  |
| 4.2       | 4" meter, vault, valves,<br>bypass  | EA | 1   | \$ 7,700.00  | \$ 7,700.00  |
| 4.3       | 6" meter, vault, valves,<br>bypass  | EA | 1   | \$ 8,800.00  | \$ 8,800.00  |
| 4.4       | 8" meter, vault, valves,<br>bypass  | EA | 1   | \$ 14,000.00 | \$ 14,000.00 |
| 4.5       | 10" meter, vault, valves,<br>bypass   | EA | 1   | \$ 15,000.00 | \$ 15,000.00 |
| <b>5.</b> | <b>REPLACEMENT OF<br/>LARGE METERS<br/>INCLUDING VALVES &amp;<br/>BYPASS PIPING (Swap)</b>      |    |     |              |              |
| 5.1       | 3" meter, valves, bypass  | EA | 1   | \$ 5,000.00  | \$ 5,000.00  |
| 5.2       | 4" meter, valves, bypass  | EA | 1   | \$ 5,100.00  | \$ 5,100.00  |
| 5.3       | 6" meter, valves, bypass  | EA | 1   | \$ 5,200.00  | \$ 5,200.00  |
| 5.4       | 8" meter, valves, bypass  | EA | 1   | \$ 8,500.00  | \$ 8,500.00  |
| 5.5       | 10" meter, valves, bypass   | EA | 1   | \$ 12,000.00 | \$ 12,000.00 |
| <b>6.</b> | <b>PIPE INSTALLATION IN<br/>CONJUNCTION WITH<br/>LARGE METER<br/>INSTALLATION</b>               |    |     |              |              |
| 6.1       | Installing 6" Ductile Iron<br>Pipe  | LF | 500 | \$ 75.00     | \$ 37,500.00 |
| 6.2       | Installing 8" Ductile Iron<br>Pipe  | LF | 250 | \$ 95.00     | \$ 23,750.00 |
| 6.3       | Installing 10" Ductile Iron<br>Pipe   | LF | 75  | \$ 105.00    | \$ 7,875.00  |
| 6.4       | Installing 12" Ductile Iron<br>Pipe   | LF | 75  | \$ 140.00    | \$ 10,500.00 |
| <b>7.</b> | <b>METER VAULT &amp; LID<br/>REPLACEMENT</b>  |    |     |              |              |
| 7.1       | Medium vault, 108"x60"<br>inside dimension  | EA | 2   | \$ 3,500.00  | \$ 7,000.00  |
| 7.2       | Large vault, 144"x72"<br>inside dimension   | EA | 2   | \$ 5,000.00  | \$ 10,000.00 |



|            |  |    |    |             |              |
|------------|--|----|----|-------------|--------------|
| <b>8.</b>  | <b>METER AND DOUBLE DETECTOR CHECK (DDC) VAULT ADJUSTMENT</b>                                  |    |    |             |              |
| 8.1        | Medium vault adjustment to grade (up)  | VF | 2  | \$ 900.00   | \$ 1,800.00  |
| 8.2        | Large vault adjustment to grade (up)   | VF | 2  | \$ 1,000.00 | \$ 2,000.00  |
|            |  |    |    |             |              |
| <b>9.</b>  | <b>SINGLE VALVE REPLACEMENT ON EXISTING METERS</b>   |    |    |             |              |
| 9.1        | 3" valve   | EA | 2  | \$ 700.00   | \$ 1,400.00  |
| 9.2        | 4" valve   | EA | 2  | \$ 750.00   | \$ 1,500.00  |
| 9.3        | 6" valve   | EA | 2  | \$ 850.00   | \$ 1,700.00  |
| 9.4        | 8" valve   | EA | 2  | \$ 1,100.00 | \$ 2,200.00  |
| 9.5        | 10" valve  | EA | 2  | \$ 1,300.00 | \$ 2,600.00  |
| 9.6        | 12" valve  | EA | 2  | \$ 1,550.00 | \$ 3,100.00  |
|            |  |    |    |             |              |
| <b>10.</b> | <b>CUT IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT</b> |    |    |             |              |
| 10.1       | Install 3" Gate valve w/valve box  | EA | 2  | \$ 2,000.00 | \$ 4,000.00  |
| 10.2       | Install 4" Gate valve w/valve box  | EA | 2  | \$ 2,200.00 | \$ 4,400.00  |
| 10.3       | Install 6" Gate valve w/valve box  | EA | 2  | \$ 2,500.00 | \$ 5,000.00  |
| 10.4       | Install 8" Gate valve w/valve box  | EA | 2  | \$ 2,800.00 | \$ 5,600.00  |
| 10.5       | Install 10" Gate valve w/valve box   | EA | 2  | \$ 4,000.00 | \$ 8,000.00  |
| 10.6       | Install 12: Gate valve w/valve box   | EA | 2  | \$ 5,000.00 | \$ 10,000.00 |
|            |  |    |    |             |              |
| <b>11.</b> | <b>INSTALLATION OF CASING AND CARRIER PIPE</b>   |    |    |             |              |
| 11.1       | 8-inch DIP in 12" Bored Casing with 0.33" Wall Thickness                                       | LF | 40 | \$ 350.00   | \$ 14,000.00 |
| 11.2       | 10inch DIP in 16" Bored Casing with 0.375" Wall Thickness                                      | LF | 40 | \$ 550.00   | \$ 22,000.00 |
| 11.3       | 12-inch DIP in 20" Bored Casing with 0.375" Wall Thickness                                     | LF | 40 | \$ 700.00   | \$ 28,000.00 |
| 11.4       | 8-inch DIP in 12" Direct   |    |    |             |              |

|            |   |    |    |              |              |
|------------|---|----|----|--------------|--------------|
|            | Bury Casing with 0.33" Wall Thickness   | LF | 40 | \$ 325.00    | \$ 13,000.00 |
| 11.5       | 10-inch DIP in 16" Direct Bury Casing with 0.375" Wall Thickness  | LF | 40 | \$ 525.00    | \$ 21,000.00 |
| 11.6       | 12-inch DIP in 20" Direct Bury Casing with 0.375" Wall Thickness  | LF | 40 | \$ 675.00    | \$ 27,000.00 |
|            |   |    |    |              |              |
| <b>12.</b> | <b>FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION AND REPLACEMENT</b> |    |    |              |              |
| 12.1       | Fire Hydrant Installation (0-4 ½' bury depth)   | EA | 2  | \$ 5,500.00  | \$ 13,000.00 |
| 12.2       | Fire Hydrant Relocation (0-20' distance from existing hydrant)  | EA | 2  | \$ 5,000.00  | \$ 10,000.00 |
| 12.3       | Install 6" Fire Hydrant Extension   | EA | 2  | \$ 2,500.00  | \$ 5,000.00  |
| 12.4       | Install 12" Fire Hydrant Extension  | EA | 2  | \$ 2,700.00  | \$ 5,400.00  |
| 12.5       | Install 18" Fire Hydrant Extension  | EA | 2  | \$ 3,000.00  | \$ 6,000.00  |
| 12.6       | Install 24' Fire Hydrant Extension  | EA | 2  | \$ 3,300.00  | \$ 6,600.00  |
| 12.7       | Install 36" Fire Hydrant Extension  | EA | 2  | \$ 3,600.00  | \$ 7,200.00  |
|            |   |    |    |              |              |
| <b>13.</b> | <b>WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT</b>            |    |    |              |              |
| 13.1       | 6"x6"   | EA | 1  | \$ 4,000.00  | \$ 4,000.00  |
| 13.2       | 6"x8"   | EA | 1  | \$ 4,500.00  | \$ 4,500.00  |
| 13.3       | 6"x10"  | EA | 1  | \$ 6,000.00  | \$ 6,000.00  |
| 13.4       | 6"x12"  | EA | 1  | \$ 6,500.00  | \$ 6,500.00  |
| 13.5       | 6"x16"  | EA | 1  | \$ 13,000.00 | \$ 13,000.00 |
| 13.6       | 6"x24"  | EA | 1  | \$ 20,000.00 | \$ 20,000.00 |
| 13.7       | 8"x8"   | EA | 5  | \$ 5,500.00  | \$ 27,500.00 |
| 13.8       | 8"x10"  | EA | 5  | \$ 7,000.00  | \$ 35,000.00 |
| 13.9       | 8"x12"  | EA | 1  | \$ 7,500.00  | \$ 7,500.00  |
| 13.10      | 8"x16"  | EA | 1  | \$ 15,000.00 | \$ 15,000.00 |
| 13.11      | 8"x24"  | EA | 1  | \$ 20,000.00 | \$ 20,000.00 |
| 13.12      | 10"x10"   | EA | 1  | \$ 8,500.00  | \$ 8,500.00  |

|            |  |       |     |             |              |
|------------|--|-------|-----|-------------|--------------|
| 13.13      | 10"x12"  | EA    | 1   | \$ 1,000.00 | \$ 9,000.00  |
| 13.14      | 10"x16"  | EA    | 1   | \$ 5,000.00 | \$ 15,000.00 |
| 13.15      | 10"x24"  | EA    | 1   | \$ 2,000.00 | \$ 22,000.00 |
| 13.16      | 12"x12"  | EA    | 1   | \$ 4,500.00 | \$ 14,500.00 |
| 13.17      | 12"x16"  | EA    | 1   | \$ 8,000.00 | \$ 18,000.00 |
| 13.18      | 12"x24"  | EA    | 1   | \$ 5,000.00 | \$ 25,000.00 |
| <b>14.</b> | <b>CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT</b>   |       |     |             |              |
| 14.1       | Concrete Thrust Block  | CU YD | 350 | \$ 325.00   | \$113,750.00 |
| <b>15.</b> | <b>CONCRETE &amp; ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS &amp; STREET &amp; ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT</b> |       |     |             |              |
| 15.1       | Remove & Replace Concrete Curb   | LF    | 50  | \$ 60.00    | \$ 3,000.00  |
| 15.2       | Remove & Replace Granite Curb  | LF    | 50  | \$ 110.00   | \$ 5,500.00  |
| 15.3       | Remove & Replace Concrete Driveway   | SF    | 250 | \$ 40.00    | \$ 10,000.00 |
| 15.4       | Remove & Replace Asphalt Driveway  | SF    | 300 | \$ 25.00    | \$ 7,500.00  |
| 15.5       | Remove & Replace Gravel Driveway   | SF    | 150 | \$ 35.00    | \$ 5,250.00  |
| 15.6       | Remove & Replace Decorative Paver  | SF    | 150 | \$ 55.00    | \$ 8,250.00  |
| 15.7       | Remove & Replace Brick Driveway  | SF    | 150 | \$ 50.00    | \$ 7,500.00  |
| 15.8       | Remove & Replace Concrete Sidewalk   | SF    | 750 | \$ 30.00    | \$ 22,500.00 |
| 15.9       | Remove & Replace Concrete Pavement   | SF    | 150 | \$ 30.00    | \$ 4,500.00  |
| 15.10      | Remove & Replace Asphalt Pavement  | SF    | 500 | \$ 25.00    | \$ 12,500.00 |

|            |   |    |       |           |              |
|------------|---|----|-------|-----------|--------------|
| 15.11      | Asphalt Milling & Overlay   | SF | 2000  | \$ 15.00  | \$ 30,000.00 |
| 15.12      | FC Standard Utility Cut Replacement   | SF | 500   | \$ 20.00  | \$ 10,000.00 |
| 15.13      | 1 ½ in Type "E" Asphalt Topping   | SF | 100   | \$ 7.00   | \$ 700.00    |
|            |   |    |       |           |              |
| <b>16.</b> | <b>LABOR AND EQUIPMENT IN CONJUNCTION WITH NEW METER INSTALLATION OR METER REPLACEMENT (PREMIUM SERVICES)</b> |    |       |           |              |
| 16.1       | After Normal Hours  | HR | 50    | \$ 450.00 | \$ 22,500.00 |
| 16.2       | Weekends and Holidays   | HR | 50    | \$ 900.00 | \$ 45,000.00 |
| 16.3       | Other Work  | HR | 200   | \$ 300.00 | \$ 60,000.00 |
|            |   |    |       |           |              |
| <b>17.</b> | <b>EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETW)</b>                                    |    |       |           |              |
| 17.1       | Temporary Grassing  | SF | 30000 | \$ 0.30   | \$ 9,000.00  |
| 17.2       | Type "A" Silt Fence   | LF | 50    | \$ 2.50   | \$ 125.00    |
| 17.3       | Type "B" Silt Fence   | LF | 50    | \$ 3.00   | \$ 150.00    |
| 17.4       | Type "C" Silt Fence   | LF | 50    | \$ 4.00   | \$ 200.00    |
| 17.5       | Staked Hay Bales  | EA | 50    | \$ 9.50   | \$ 475.00    |
| 17.6       | Dirt Bag (silt control pumping system)  | EA | 5     | \$ 750.00 | \$ 3,750.00  |
| 17.7       | Replacement of SOD  | SF | 1000  | \$ 7.00   | \$ 7,000.00  |
|            |   |    |       |           |              |
| <b>18.</b> | <b>TREE PROTECTION</b>  |    |       |           |              |
| 18.1       | Tree Protection Fence (active)  | LF | 50    | \$ 4.00   | \$ 200.00    |
| 18.2       | Tree Protection Fence (passive)   | LF | 50    | \$ 4.00   | \$ 200.00    |
|            |   |    |       |           |              |
| <b>19.</b> | <b>TREE REMOVAL</b>   |    |       |           |              |
| 19.1       | Tree removal, easy access   | IN | 50    | \$ 50.00  | \$ 1,500.00  |
| 19.2       | Tree removal, difficult access  | IN | 50    | \$ 70.00  | \$ 3,500.00  |
|            |   |    |       |           |              |
| <b>20.</b> | <b>ROCK EXCAVATION</b>  |    |       |           |              |
| 20.1       | Excavation and removal of rock  | CY | 10    | \$ 200.00 | \$ 2,000.00  |
|            |   |    |       |           |              |
| <b>21.</b> | <b>SOFT DIG EXCAVATION</b>  |    |       |           |              |
| 21.1       | Equipment and Operator  | HR | 20    | \$ 525.00 | \$ 10,500.00 |

|            |  |    |     |           |              |
|------------|--|----|-----|-----------|--------------|
| 21.2       | Trip Fee                                   | EA | 5   | \$,800.00 | \$ 9,000.00  |
|            |  |    |     |           |              |
| <b>22.</b> | <b>TRENCH STABILIZATION</b>                |    |     |           |              |
| 22.1       | Suitable Earth Materials (borrow)          | CY | 10  | \$ 250.00 | \$ 2,500.00  |
| 22.2       | Crusher Run                                | CY | 10  | \$ 45.00  | \$ 450.00    |
| 22.3       | Crushed Stone, No. 57                      | CY | 100 | \$ 55.00  | \$ 5,500.00  |
| 22.4       | M-10 Sand                                  | CY | 10  | \$ 50.00  | \$ 500.00    |
|            |  |    |     |           |              |
| <b>23.</b> | <b>REMOVE AND REPLACE EXISTING FENCE</b>   |    |     |           |              |
| 23.1       | 4-ft High Chain Link                       | LF | 50  | \$ 30.00  | \$ 1,500.00  |
| 23.2       | 6-ft High Chain Link                       | LF | 50  | \$ 35.00  | \$ 1,750.00  |
| 23.3       | 4-ft High Wood                             | LF | 50  | \$ 50.00  | \$ 2,500.00  |
| 23.4       | 6-ft High Wood                             | LF | 50  | \$ 55.00  | \$ 2,750.00  |
|            |  |    |     |           |              |
| <b>24.</b> | <b>TRAFFIC CONTROL</b>                     |    |     |           |              |
| 24.1       | Traffic Control – Std. DOT Barrier         | LF | 100 | \$ 150.00 | \$ 15,000.00 |
| 24.2       | Traffic Control – MUTCD Std. Safety Barrel | EA | 20  | \$ 125.00 | \$ 2,500.00  |
| 24.3       | Traffic Control – Police Cruiser           | HR | 10  | \$ 125.00 | \$ 1,250.00  |
| 24.4       | Traffic Control – Certified Flagman        | HR | 40  | \$ 50.00  | \$ 2,000.00  |
| 24.5       | Traffic Control – Light Plant              | HR | 40  | \$ 50.00  | \$ 2,000.00  |
| 24.6       | Traffic Control – Electronic Message Board | HR | 40  | \$ 75.00  | \$ 3,000.00  |
|            |  |    |     |           |              |
|            | <b>Total (Lines 1 thru 24.6)</b>           |    |     |           | \$510,775.00 |

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

Seventy-Five Thousand Five Hundred Thirty-Eight and Seventy-Five CentsDollars

(\$ 75,538.75 ) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

|            |          |       |                  |
|------------|----------|-------|------------------|
| ADDENDUM # | <u>1</u> | DATED | <u>9/11/2023</u> |
| ADDENDUM # | _____    | DATED | _____            |
| ADDENDUM # | _____    | DATED | _____            |
| ADDENDUM # | _____    | DATED | _____            |

**BIDDER:** Jewel of the South, Inc.

Signed by:   
[Type or Print Name]

Title: CEO

Business Address: 1540 Highway 138 SE, Ste. 4B  
Conyers, GA 30013

Business Phone: 770-679-5481

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

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

***Name***

Valisa Shannon

Carisa Shannon

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Address***

432 Riverwalk, McDonough, GA 30252

1901 Sloane Court, Conyers, GA 30094

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***END OF SECTION***

# **EXHIBIT E**

## **PURCHASING FORMS**



STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

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

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

213189

EEV/Basic Pilot Program\* User Identification Number

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

CEO

Title of Authorized Officer or Agent of Contractor

Valisa Shannon

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 26th day of Sept.Notary Public: Rosa ShannonCounty: HenryCommission Expires: 10/15/2025

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

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

23ITB08142023A-JWT  
Large Water Meter Installation

Section 6  
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

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

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

Not Applicable

EEV/Basic Pilot Program\* User Identification Number

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

CEO

Title of Authorized Officer or Agent of Subcontractor

Valisa Shannon

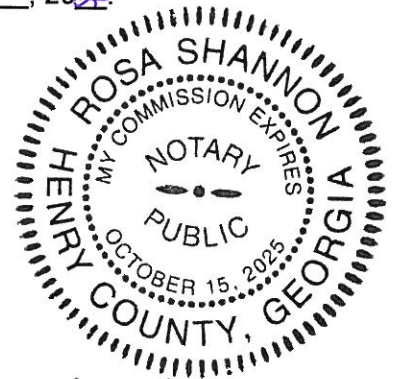
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 26th day of Sept., 2023

Notary Public: [Signature]

County: Henry

Commission Expires: 10/15/2025



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

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

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

Contractor's Name: Jewel of the South, Inc.

Utility Contractor's Name: Jewel of the South, Inc.

Expiration Date of License: 4/30/2025

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: 9/25/2023

**(ATTACH COPY OF LICENSE)**



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

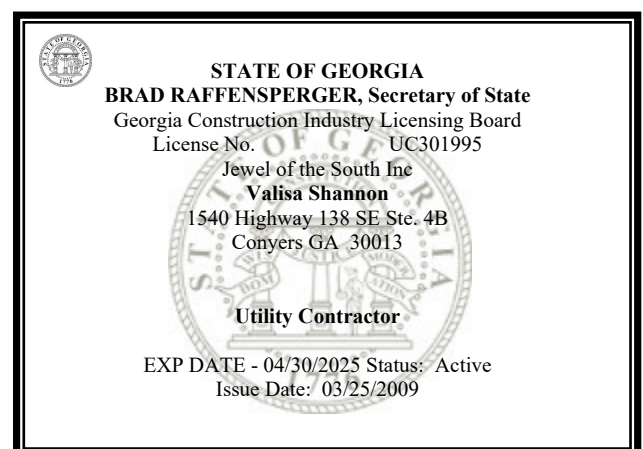
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Jewel of the South Inc  
1540 Highway 138 SE Ste. 4B  
Conyers GA 30013





**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.

Valisa Shannon, President/CEO  
1540 Highway 138 SE, Ste. 4B  
Conyers, GA 30013

Carisa Shannon, V. President/COO  
1540 Highway 138 SE, Ste. 4B  
Conyers, GA 30013

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.

Jewel of the South is a licensed general and utility contractor that has been in business for 22 years. We self-perform underground utilities, including water, sewer, storm, as well as general building services for local, state and federal governments.

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.

Not applicable

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One:

YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]



23ITB08142023A-JWT  
Large Water Meter Installation

Section 6  
Purchasing Forms & Instructions

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 26th day of September, 2023

Jewel of the South, Inc. 9/26/2023  
(Legal Name of Proponent) (Date)

[Signature]  
(Signature of Authorized Representative) (Date)

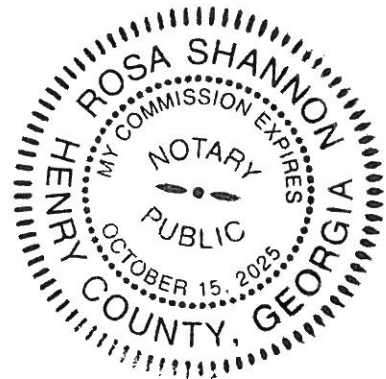
CEO  
(Title)

Sworn to and subscribed before me,

This 26th day of Sept., 2023

Rosa Shannon  
(Notary Public) (Seal)

Commission Expires 10/15/2025  
(Date)





# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

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

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

213189

EEV/Basic Pilot Program\* User Identification Number

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

CEO

Title of Authorized Officer or Agent of Contractor

Valisa Shannon

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 26th day of Sept.Notary Public: Rosa ShannonCounty: HenryCommission Expires: 10/15/2025

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

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

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Jewel of the South, Inc.

ITB/RFP Name & Number: 23ITB08142023A-JWT

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

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

Or \$  
100 %

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

JV Partner(s) information:

| Business Name       |  | Business Name       |  |
|---------------------|--|---------------------|--|
| (a.) Not Applicable |  | (b.) Not Applicable |  |
| % of JV             |  | % of JV             |  |
| Ethnicity           |  | Ethnicity           |  |
| Gender              |  | Gender              |  |
| Certified (Y or N)  |  | Certified (Y or N)  |  |
| Agency              |  | Agency              |  |
| Date                |  | Date                |  |

|                  |  |                  |  |
|------------------|--|------------------|--|
| <b>Certified</b> |  | <b>Certified</b> |  |
|------------------|--|------------------|--|

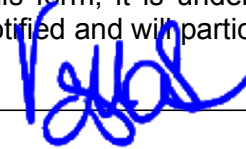
3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

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

**Total Percentage of Certified Subcontractors: (%)**

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

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

**Signature:**  **Title:** CEO

**Business or Corporate Name:** Jewel of the South, Inc.

**Address:** 1540 Highway 138 SE, Ste. 4B, Conyers, GA 30013

**Telephone:** ( 770 ) 679-5481

**Fax Number:** ( 770 ) 679-5491

**Email Address:** valisa@jewelofthesouth.us

EXHIBIT C  
FORM SUBCONTRACTOR

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

| Subcontractor/Supplier | Business Address | Contact Name | Contact Email Address | Contact Phone | Scope of Work Solicited for Project | Certification Designation | Result of Contact |
|------------------------|------------------|--------------|-----------------------|---------------|-------------------------------------|---------------------------|-------------------|
| Not Applicable         |                  |              |                       |               |                                     |                           |                   |
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EXHIBIT C  
FORM SUBCONTRACTOR

| Subcontractor/Supplier | Business Address | Contact Name | Contact Email Address | Contact Phone | Scope of Work Solicited for Project | Certification Designation | Result of Contact |
|------------------------|------------------|--------------|-----------------------|---------------|-------------------------------------|---------------------------|-------------------|
| Not Applicable         |                  |              |                       |               |                                     |                           |                   |
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|                        |                  |              |                       |               |                                     |                           |                   |

Company Name: Jewel of the South, Inc.

Project # & Title: 23ITB08142023A-JWT

Printed Signature: 

Date: 9/26/2023

# **EXHIBIT G**

## **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS****Insurance and Risk Management Provisions  
Large Water Meter Installation**

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

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

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

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

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

-

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

|                                |                             |           |
|--------------------------------|-----------------------------|-----------|
| Employer's Liability Insurance | BY ACCIDENT – Each Accident | \$500,000 |
| Employer's Liability Insurance | BY DISEASE - Policy Limit   | \$500,000 |
| Employer's Liability Insurance | BY DISEASE - Each Employee  | \$500,000 |



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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

|  |                 |             |
|--|-----------------|-------------|
| Bodily Injury & Property Damage<br>(Including operation of non-owned, owned, and hired automobiles). | Each Occurrence | \$1,000,000 |
|--|-----------------|-------------|

**4. UMBRELLA LIABILITY**

|   |                             |                         |
|---|-----------------------------|-------------------------|
| Umbrella Liability<br>(In excess of above noted coverage) | Per<br>Occurrence/Aggregate | \$2,000,000/\$2,000,000 |
|---|-----------------------------|-------------------------|

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

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

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

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all

endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

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

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

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

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable

professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

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

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

### **PROTECTION OF PROPERTY**

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

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

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

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

COMPANY: Jewel of the South, Inc SIGNATURE: \_\_\_\_\_

NAME: Valisa Shannon TITLE: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

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

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

| <b>PRODUCER</b><br>Viking Insurance Services<br>7824 Hickory Flat Hwy Suite 160<br><br>Woodstock GA 30188 | <b>CONTACT NAME:</b> Mell De Castro<br><b>PHONE (A/C, No, Ext):</b> 888-208-7227<br><b>FAX (A/C, No):</b> 888-778-8117<br><b>E-MAIL ADDRESS:</b> shane@visvcs.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Markel Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER B :</b> Evanston Insurance Co, Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER C :</b> Great American Insurance Group</td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A :</b> Markel Insurance Company |  | <b>INSURER B :</b> Evanston Insurance Co, Insurance Company |  | <b>INSURER C :</b> Great American Insurance Group |  | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
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| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER A :</b> Markel Insurance Company   |   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER B :</b> Evanston Insurance Co, Insurance Company   |   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER C :</b> Great American Insurance Group   |   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>  |   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>  |   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>  |   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURED</b><br>Jewel Of The South<br>1540 Highway 138 Se Ste 4B<br><br>Conyers GA 30013                |   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |

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

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD  | SUBR WVD                       | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |
|----------|---|--|--------------------------------|----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>   |  |                                | 3AA636591      | 01/24/2023              | 01/24/2024              | EACH OCCURRENCE                           |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | Y  | Y                              |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) |
|          |   |  |                                |                |                         |                         | MED EXP (Any one person)                  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |                                |                |                         |                         | PERSONAL & ADV INJURY                     |
|          |   |  |                                |                |                         |                         | GENERAL AGGREGATE                         |
|          |   |  |                                |                |                         |                         | PRODUCTS - COMP/OP AGG                    |
|          |   |  |                                |                |                         |                         | \$  |
|          | <b>AUTOMOBILE LIABILITY</b>   |  |                                |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       |
|          | <input type="checkbox"/> ANY AUTO   | <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS | BODILY INJURY (Per person)     |                |                         |                         |   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |  | BODILY INJURY (Per accident)   |                |                         |                         |   |
|          | <input type="checkbox"/> HIRED AUTOS  |  | PROPERTY DAMAGE (Per accident) |                |                         |                         |   |
|          |   |  | \$                             |                |                         |                         |   |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b>   | Y  | Y                              | EZXS3138592    | 11/29/2023              | 01/24/2024              | EACH OCCURRENCE                           |
|          | <input checked="" type="checkbox"/> <b>EXCESS LIAB</b>  |  |                                |                |                         |                         | AGGREGATE                                 |
|          | <input type="checkbox"/> CLAIMS-MADE  |  |                                |                |                         |                         | \$  |
|          | DED <input type="checkbox"/> RETENTION \$   |  |                                |                |                         |                         | \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  | Y / N<br><input type="checkbox"/> N / A  |                                |                |                         |                         | PER STATUTE                               |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   |  |                                |                |                         |                         | OTH-ER                                    |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |  |                                |                |                         |                         | E.L. EACH ACCIDENT                        |
|          |   |  |                                |                |                         |                         | E.L. DISEASE - EA EMPLOYEE                |
|          |   |  |                                |                |                         |                         | E.L. DISEASE - POLICY LIMIT               |
| C        | Commercial Inland Marine - Rental Equipmen  | Y  |                                | IMP E925033 00 | 12/30/2022              | 12/30/2023              | Limit: \$150,000                          |

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

Project Name: 23ITB08142023A-JWT Large Water Meter Installation Services on the Certificate.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| Fulton County Government<br>Purchasing and Contract Compliance Department<br>130 Peachtree St SW Suite 1168<br>Atlanta GA 30303 | <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="font-family: cursive; font-size: 1.2em;">Shane McGinley</p> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

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| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER A :</b> Markel Insurance Company   |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
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| <b>INSURER C :</b> Great American Insurance Group   |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>  |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>  |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>  |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURED</b><br>Jewel Of The South<br>1540 Highway 138 Se Ste 4B<br><br>Conyers GA 30013                |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |

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| INSR LTR | TYPE OF INSURANCE   | ADDL INSD  | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |                          |          |
|----------|---|--|----------|----------------|-------------------------|-------------------------|---|--------------------------|----------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                   |  |          | 3AA636591      | 1/24/2023               | 1/24/2024               | EACH OCCURRENCE                           | \$ 1,000,000             |          |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |  |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000               |          |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |  |          |                |                         |                         |   | MED EXP (Any one person) | \$ 5,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |          |                |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000             |          |
|          | OTHER:  |  |          |                |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000             |          |
|          |   |  |          |                |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000             |          |
|          |   |  |          |                |                         |                         |   | \$                       |          |
|          | <b>AUTOMOBILE LIABILITY</b>   |  |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$                       |          |
|          | <input type="checkbox"/> ANY AUTO   |  |          |                |                         |                         | BODILY INJURY (Per person)                | \$                       |          |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS                           |          |                |                         |                         | BODILY INJURY (Per accident)              | \$                       |          |
|          | <input type="checkbox"/> HIRED AUTOS  | <input type="checkbox"/> NON-OWNED AUTOS                           |          |                |                         |                         | PROPERTY DAMAGE (Per accident)            | \$                       |          |
|          |   |  |          |                |                         |                         |   | \$                       |          |
| B        | <b>UMBRELLA LIAB</b>  |  |          | EZXS3138592    | 11/29/2023              | 1/24/2024               | EACH OCCURRENCE                           | \$ 1,000,000             |          |
|          | <input checked="" type="checkbox"/> <b>EXCESS LIAB</b>  | <input type="checkbox"/> CLAIMS-MADE                               |          |                |                         |                         | AGGREGATE                                 | \$ 1,000,000             |          |
|          | DED <input type="checkbox"/> RETENTION \$   |  |          |                |                         |                         |   | \$                       |          |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |  |          |                |                         |                         | PER STATUTE                               | OTH-ER                   |          |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N |          |                |                         |                         | E.L. EACH ACCIDENT                        | \$                       |          |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |  |          |                |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$                       |          |
|          |   |  |          |                |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$                       |          |
| C        | Commercial Inland Marine - Rental Equipmen  | Y  |          | IMP E925033 00 | 12/30/2022              | 12/30/2023              | Limit: \$150,000                          |                          |          |
|          |   | Y  |          |                |                         |                         |   |                          |          |

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

Project Name: 23ITB08142023A-JWT Large Water Meter Installation Services on the Certificate.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| Fulton County Government<br>Purchasing and Contract Compliance Department<br>130 Peachtree St SW Suite 1168<br>Atlanta GA 30303 | <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="font-family: cursive; font-size: 1.2em;">Shane McGinley</p> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2023

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

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

| <b>PRODUCER</b><br>McGriff Insurance Services<br>736 Market St., 10th Floor<br>Chattanooga TN 37402 | <b>CONTACT</b><br>NAME: Jenifer Girard, AU, AINS<br>PHONE (A/C, No, Ext): 423-756-0711<br>E-MAIL ADDRESS: jenifer.girard@mcgriff.com<br>FAX (A/C, No): 423-265-8543   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
|---|---|-------------------------------|--------|---|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Jewel of the South Inc.<br>1540 Highway 138 SE Suite 45<br>Conyers GA 30013       | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Bridgefield Casualty Insurance Company</td> <td>10335</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Bridgefield Casualty Insurance Company | 10335 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Bridgefield Casualty Insurance Company   | 10335   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:  |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |

**COVERAGES****CERTIFICATE NUMBER:** 1214973283**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$         |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                         |           | N/A      | 19655884      | 8/24/2023               | 8/24/2024               | X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Request for Bid/Proposal # 231TB08142023A-JWT Large Water Meter Installation Services

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

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

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

| <b>PRODUCER</b><br>Viking Insurance Services<br>7824 Hickory Flat Hwy Suite 160<br><br>Woodstock GA 30188 | <b>CONTACT</b><br>NAME: Mell De Castro<br>PHONE (A/C, No, Ext): 888-208-7227<br>E-MAIL: shane@visvcs.com<br>ADDRESS:<br><table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Markel Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER B :</b> Evanston Insurance Co, Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER C :</b> Great American Insurance Group</td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A :</b> Markel Insurance Company |  | <b>INSURER B :</b> Evanston Insurance Co, Insurance Company |  | <b>INSURER C :</b> Great American Insurance Group |  | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
|---|--|-------------------------------|--------|---|--|---|--|---|--|--------------------|--|--------------------|--|--------------------|--|
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER A :</b> Markel Insurance Company   |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER B :</b> Evanston Insurance Co, Insurance Company   |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER C :</b> Great American Insurance Group   |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>  |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>  |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>  |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |
| <b>INSURED</b><br>Jewel Of The South<br>1540 Highway 138 Se Ste 4B<br><br>Conyers GA 30013                |  |                               |        |   |  |   |  |   |  |                    |  |                    |  |                    |  |

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

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD  | SUBR WVD                       | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|---|--|--------------------------------|----------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                   |  |                                | 3AA636591      | 01/24/2023              | 01/24/2024              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | Y  | Y                              |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000   |
|          |   |  |                                |                |                         |                         | MED EXP (Any one person)                  | \$ 5,000     |
|          |   |  |                                |                |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |  |                                |                |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |                                |                |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          | OTHER:  |  |                                |                |                         |                         |   | \$           |
|          | <b>AUTOMOBILE LIABILITY</b>   |  |                                |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          | <input type="checkbox"/> ANY AUTO   | <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS | BODILY INJURY (Per person)     |                |                         |                         | \$  |              |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |  | BODILY INJURY (Per accident)   |                |                         |                         | \$  |              |
|          | <input type="checkbox"/> HIRED AUTOS  |  | PROPERTY DAMAGE (Per accident) |                |                         |                         | \$  |              |
|          |   |  |                                |                |                         |                         | \$  |              |
| B        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR  | Y  | Y                              | EZXS3138592    | 11/29/2023              | 01/24/2024              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE               |  |                                |                |                         |                         | AGGREGATE                                 | \$ 1,000,000 |
|          | DED <input type="checkbox"/> RETENTION \$   |  |                                |                |                         |                         |   |              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |  |                                |                |                         |                         | PER STATUTE                               | OTH-ER       |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y / N  | N / A                          |                |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |  |                                |                |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |   |  |                                |                |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |
| C        | Commercial Inland Marine - Rental Equipmen  | Y  |                                | IMP E925033 00 | 12/30/2022              | 12/30/2023              | Limit: \$150,000                          |              |

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

Project Name: 23ITB08142023A-JWT Large Water Meter Installation Services on the Certificate.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| Fulton County Government<br>Purchasing and Contract Compliance Department<br>130 Peachtree St SW Suite 1168<br>Atlanta GA 30303 | <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="font-family: cursive; font-size: 1.2em;">Shane McGinley</p> |
|---|--|

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