



CONTRACT DOCUMENTS FOR

**25RFP146925K-DB**

**LEAD AND COPPER FIELD SERVICE INVESTIGATION**

For

**PUBLIC WORKS**

GEORGIA  
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE

BRAD RAFFENSPERGER

[HOME \(/\)](#)**BUSINESS SEARCH****BUSINESS INFORMATION**Business Name: **CDM SMITH INC.**Control Number: **H852170**Business Type: **Foreign Profit  
Corporation**Business Status: **Active/Compliance**Business Purpose: **NONE**

75 State Street, Suite

Principal Office Address: **701, Boston, MA,  
02109, USA**Date of Formation /  
Registration Date: **12/7/1977**Jurisdiction: **Massachusetts**Last Annual Registration  
Year: **2025****REGISTERED AGENT INFORMATION**Registered Agent Name: **C T Corporation System**Physical Address: **289 S Culver St, Lawrenceville, GA, 30046-4805, USA**County: **Gwinnett****OFFICER INFORMATION**

Name	Title	Business Address
Timothy B. Wall	CEO	75 State Street, Suite 701, Boston, MA, 02109, USA
Paul Milligan	Secretary	75 State Street, Suite 701, Boston, MA, 02109, USA
Thierry Desmaris	CFO	75 State Street, Suite 701, Boston, MA, 02109, USA

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## CONTRACT AGREEMENT

Consultant: CDM Smith, Inc.

Contract No.: 25RFP146925K-DB; Lead and Copper Field Service Investigation

Address: 2100 Riveredge Parkway, Suite 1250

City, State: Atlanta, Georgia 30328

Telephone: (404) 720-1344

Email: [reidan@cdmsmith.com](mailto:reidan@cdmsmith.com)

Contact: Ashley Reid,  
Principal, Client Service Leader

This Agreement made and entered into effective the 22nd day of August, 2025 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **CDM SMITH, INC.**, hereinafter referred to as "**Consultant**", 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 Consultant to provide/perform services associated with the Lead and Copper Field Service Investigation, including Program Management, Site Selection, Collection of signed of Right of Entry, Field Verification and Annual Customer Notification, hereinafter, referred to as the "**Project**".

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

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

### ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Requirements;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;

- X. Exhibit H: Insurance and Risk Management Forms
- XI. Exhibit I: Exhibits

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **Wednesday, August 6<sup>th</sup>, 2025; Item #25-0569.**

## ARTICLE 2. SEVERABILITY

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

## ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform and provide services associated with the development, implementation, and program management necessary to meet the ongoing requirements of the Lead and Copper Rule Revision (LCRR), as mandated by the Environmental Protection Agency (EPA), and the EPA's proposed Lead and Copper Rule Improvement (LCRI) with a compliance date in 2027. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. SCOPE OF WORK

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

## ARTICLE 5. DELIVERABLES

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

## ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

## ARTICLE 7. **MODIFICATIONS**

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

## ARTICLE 8. **SCHEDULE OF WORK**

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

## ARTICLE 9. **CONTRACT TERM**

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

## ARTICLE 10. **COMPENSATION**

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

The total contract amount for the Project shall not exceed \$1,451,000.00 (One Million Four Hundred Fifty-One Thousand Dollars and No Cents), which is full payment for a complete scope of work.

## ARTICLE 16. **PERSONNEL AND EQUIPMENT**

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

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

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

## ARTICLE 12. SUSPENSION OF WORK

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

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

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

## ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any

separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

#### **ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

#### **ARTICLE 16. WAIVER OF BREACH**

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

#### **ARTICLE 17. INDEPENDENT CONSULTANT**

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

## ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

## ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

## ARTICLE 20. **ACCURACY OF WORK**

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

## ARTICLE 21. **REVIEW OF WORK**

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

## ARTICLE 22. **INDEMNIFICATION**

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant 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 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.

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

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

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

#### **22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law

requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) 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 shall retain its own separate counsel, each at Consultant's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant'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 has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant 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 or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

## ARTICLE 23. CONFIDENTIALITY

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

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

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

## ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are first developed or prepared subject to and in performance of this Agreement. Consultant or any sub-consultant is not allowed to use

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

#### **ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

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

#### **ARTICLE 26. INSURANCE**

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

#### **ARTICLE 27. PROHIBITED INTEREST**

##### **Section 27.01 Conflict of interest:**

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

##### **Section 27.02 Interest of Public Officials:**

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

## ARTICLE 28. **SUBCONTRACTING**

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

## ARTICLE 29. **ASSIGNABILITY**

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

## ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

## ARTICLE 31. **AUDITS AND INSPECTORS**

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

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

## ARTICLE 32. **ACCOUNTING SYSTEM**

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

## ARTICLE 33. **VERBAL AGREEMENT**

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

## ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

Fulton County Government  
Department of Public Works  
Director  
141 Pryor Street, SW, Suite 6001  
Atlanta, Georgia 30303  
Telephone: (404) 612-2804  
Email: [david.clark@fultoncountyga.gov](mailto:david.clark@fultoncountyga.gov)  
Attention: David E. Clark

**With a copy to:**

Department of Purchasing & Contract Compliance  
Chief Purchasing Agent  
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 Consultant shall be addressed as follows:

CDM Smith, Inc.  
Principal-In-Charge, Client Service Leader  
2100 Riveredge Parkway, Suite 1250  
Atlanta, Georgia 30328  
Telephone: (404) 720-1344  
Email: [reidan@cdmsmith.com](mailto:reidan@cdmsmith.com)  
Attention: Ashley Reid

#### **ARTICLE 35. JURISDICTION**

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

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

#### **ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## ARTICLE 37. **FORCE MAJEURE**

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

## ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

## ARTICLE 40. **INVOICING AND PAYMENT**

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

**Time of Payment:** The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the

rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

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

**Via Mail:**

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

**Via Email:**

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

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

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

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

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

#### ARTICLE 41. TAXES

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

#### ARTICLE 42. PERMITS, LICENSES AND BONDS

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

#### ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by

the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

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

#### ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

**CDM SMITH, INC.**

Signed by:

Robert L. Pitts  
14B0044A4BFA4A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Signed by:

Ashley N. Reid  
217A35D00C094D6...

Ashley Reid, Principal-in-Charge,  
Client Service Leader

ATTEST:

Signed by:

Tonya Grier  
E01700443B48D...

Tonya Grier  
Clerk to the Commission  
(Affix Corporate Seal)

Paul Milligan

Secretary/  
Assistant Secretary



(Affix Corporate Seal)

APPROVED AS TO FORM:

Signed by:

Kaye Burnell  
40352669843241  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

65D900D1E34E8  
David Clark, Director  
Department of Public Works

**ITEM#:** 25-0569 **RM:** 08/06/2025  
**REGULAR MEETING**

**ITEM#:** \_\_\_\_\_ **2<sup>ND</sup> RM:** \_\_\_\_\_  
**SECOND REGULAR MEETING**

# **ADDENDA**



Date: April 9<sup>th</sup>, 2025

Project Number: #25RFP146925K-DB

Project Title: LEAD AND COPPER FIELD SERVICE INVESTIGATION

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

**ADDENDUM NO. 1**

**Annual Notification List 2024  
EPD Submittal 100124**

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

This is to acknowledge receipt of Addendum No. 1, 9th day of April 2025.

Ashley Reid

Legal Name of Bidder/Proposer



Signature of Authorized Representative

Principal

Title



Date: May 2, 2025

Project Number: #25RFP146925K-DB

Project Title: LEAD AND COPPER FIELD SERVICE INVESTIGATION

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

**ADDENDUM NO. 2**

**RESPONSES TO QUESTION 1-4**

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

This is to acknowledge receipt of Addendum No. 2, 2 day of May 2025.

CDM Smith Inc.

Legal Name of Bidder/Proposer

A handwritten signature in blue ink, appearing to read "Ashley Reid".

Ashley Reid

Signature of Authorized Representative

Principal

Title

## **EXHIBIT A**

## **GENERAL REQUIREMENTS**

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror 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 Offeror 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 Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

## **EXHIBIT B**

### **SPECIAL CONDITIONS**

(Not Applicable)

## **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Consultant shall perform/provide services associated with the development, implementation, and program management necessary to meet the ongoing requirements of the Lead and Copper Rule Revision (LCRR), as mandated by the Environmental Protection Agency (EPA), and the EPA's proposed Lead and Copper Rule Improvement (LCRI) with a compliance date in 2027.

The services will include:

### **Task 1 – Program Management**

- Track and report project milestones on at least a quarterly basis
- Maintain current records, employing proper data management techniques
- Create work orders and track field activities using the County's Cityworks Computerized Maintenance Management System (CMMS)
- Provide documentation indicating that Fulton County will retain ownership of the data collected and a clear description of how it would be able to acquire the data should the selected consultant discontinue services
- Manage and coordinate necessary field crews, data analysts, and other skilled employees to conduct field investigation work
- Coordinate, schedule, and administer Project Coordination and Pre-Construction meetings as specified and necessary for proper and complete performance of this work.

Project Coordination meetings shall be conducted at least quarterly, with the initial meeting to be scheduled within 10 days of Notice to Proceed. The Program Manager and Fulton County Project Manager shall meet at least biweekly to discuss program coordination and schedule. Pre-Construction meetings shall include, at minimum, the Fulton County Project Manager, the Program Manager, and the Field Investigation Supervisor/Superintendent. During pre-construction meeting(s), the following topics shall be covered:

- Service line material investigation proposed procedure
- Field Investigation Schedule and 6-week look ahead
- Designation of responsible personnel and emergency telephone numbers
- Pay request format and pay date
- Procedures for maintaining Record Documents
- Safety and first aid procedures
- Working hours

### **Task 2 – Site Selection**

The October 2024 material inventory included properties for which the material designation for the service line is "Lead Status Unknown". To allow for the efficient replacement of service lines across the water system, as well as to create an accurate inventory of service line materials, the Program Manager is responsible for facilitating the update of the materials inventory using methods allowed by the Georgia Environmental Protection Division. Under the Lead and Copper Rule Improvement (LCRI), Fulton County is required to i) complete all Validation work necessary to confirm the assumptions used to designate a service line as "non-lead" by 2034 and ii) identify the materials of all service lines in the water system such that no lines are designated Lead Status Unknown by 2037.

The Program Manager shall:

- Use verifications and investigations to transition the October 2024 Initial Inventory into the Baseline Inventory required by the LCRI due November 2027
- Develop a strategy and plan to identify the service line materials for all services designated as Lead Status Unknown in the October 2024 inventory based on a projected number of investigations and verifications to be performed each year, including budget requirements
- Include approach to validate non-lead lines in the Inventory Identification Plan.
- Maintain and document information related to designating a service line as Non-Lead in order to support the County's obligation under the LCRI to validate the protocol used to designate the service line material in the inventory, subject to ultimate approval by Georgia EPD. Predictive modeling algorithms and statistical analysis can be considered as methods for determining the number of necessary field investigations as well designating service line material.
- Site material verification should be spread over the entire water service area when possible to the extent such distribution does not conflict with site selection criteria
- Develop an identification protocol if "Lead Status Unknown" lines are found to be lead service lines
- Develop a plan for site closure, verifying that Lead Status Unknown lines do not contain lead
- Complete all necessary work to identify and reclassify Lead Status Unknown service lines into known categories prior to the November 2027 Baseline Inventory submission deadline
- Prioritize immediate reduction in number of unknown to reduce required Annual Notification letters to customs with Lead Status Unknown, Galvanized Requiring Replacement, and Lead material status service lines.

### **Task 3 – Collection of Signed Right of Entry (ROE)**

The Program Manager is responsible for obtaining the signed Right of Entry (ROE) form to investigate the private side of the service line. The County will provide a template of the ROE form. The Program Manager and/or the Field Investigation Supervisor/Superintendent shall keep copies of ROE forms at each jobsite in order to verify legal permission to work on private property. Copies shall be turned over to the County and be put before the Board of Commissioners to legally bind the County before any field work on signed ROE letters takes place.

### **Task 4 – Field Verification**

Field Verifications and Investigations shall take place after ROE forms have been signed by property owners and passed before the Fulton County Board of Commissioners. The Program Manager shall be responsible for managing field crews and/or Subcontractor(s) tasked with performing investigations using potholing and other visual methods to investigate and identify the service line materials independently of lead service line replacement.

The County recommends the following field investigation procedure and methods. Any modifications to the field identification procedure as proposed below, based on Proposer(s) previous experience and expertise, must be approved by the County in writing before implementation in the field.

- Excavate a 1-foot diameter hole or pothole within 3 feet of the meter to access the service line on both the private and public side. The private side pothole will be downstream of the meter box and the public side pothole will be upstream of the meter box. Service line depths are anticipated to be between 1 and 4 feet.
- Verify that all sites selected do not require removing pavement. All selected sites should be able to be verified and the sites restored on the same day. If a site selected for field verification does not meet any of these criteria, the Program Manager or his/her representative shall immediately notify the County's Project Manager and document the conditions presents and reasons for site disqualification.

- Perform and document a visual inspection on the exposed service line to determine whether the service line is likely plastic or another material
- Perform and document a magnet test to determine whether the service line is steel or galvanized iron (magnetic) or another material (non-magnetic)
- Perform and document a scratch test to determine whether the service line is copper, lead, or another material
- Restore the site to its pre-work condition, filling the holes and restoring the area back to the original condition, including all lawns, pavement, and other site features as encountered.
- Notify property owners of found service line materials. The County shall supply doorhanger templates used previously for this work. If lead is encountered on site, in addition to the customer notification, the Program Manager shall immediately notify the Fulton County Project Manager.
- Cities where field investigations are to be conducted shall be notified at least 72 hours prior to work beginning. Construction activities should be limited to Monday – Friday, 7:30 AM to 4:30 PM unless otherwise approved in writing by the County Project Manager. No field investigation work shall be performed on Saturdays, Sundays, or recognized holidays without written approval of both City and County. Signatures for ROE may be obtained on Saturdays and Sundays, however.

No separate payments shall be made for traffic control. The cost of all necessary personnel flags, barricades, pilot vehicles, signs, etc. as required to establish proper work zones and to protect the public, workers, and equipment shall be included in the unit price proposal for the item to which it pertains. In locations where extensive traffic control is required, alternative sites can be selected with documentation provided as described above.

### **3.3.5 Task 5 – Annual Customer Notification (OPTIONAL)**

As an optional item for the County to consider in addition to the basic services and tasks requested, Proposer(s) may provide proposal to address assisting the County with Annual Customer Notifications required under both the LCRR and LCRI. This task consists of both developing a procedure for notifying residents whose service lines are categorized as Lead, Galvanized Requiring Replacement, or Lead Status Unknown as well as developing a public communications strategy and design of any corresponding materials including but not limited to mailers, door hangers, and fliers, as well as public events.

## **EXHIBIT D**

## **PROJECT DELIVERABLES**

## PROJECT DELIVERABLES

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The Deliverables are:

The Program Manager shall be responsible for managing the overall Program database and all associated data, which is anticipated to include but not limited to the service line inventory, customer ROE agreements, investigative activities, and predictive models (including assumptions, inputs, and results, if used), as well as any other data required to support the successful delivery of the program.

The Program is currently using ESRI GIS for service line inventory management, and Cityworks as the CMMS.

Deliverables shall include:

- Project schedule to be provided within 10 days after Notice to Proceed, and biweekly 6-week look-ahead during periods of field investigation activities
- Quarterly (minimum) copies of signed ROE letters as well as records of site condition, exposed service line materials, and site restoration documentation
- One time report documenting any material classification methods, including Field Investigations, to be submitted and approved by Georgia EPD
- One time LCRI Baseline Inventory
- Annual report including at least the following features and status of the inventory corresponding to regulatory submission deadlines:

The number of Lead, Galvanized Requiring Replacement, Non-Lead, and Lead Status Unknown service lines in the initial inventory (as submitted or from the previous year, as applicable)

The number of Lead, Galvanized Requiring Replacement, Non-Lead, and Lead Status Unknown service lines remaining in the inventory as of report creation

The number of service lines initially inventoried as “Non-Lead” later discovered to be another material classification

The total number of service lines designated as Lead, Galvanized Requiring Replacement, and Lead Status Unknown for the water system

## PROJECT SCHEDULE

Relevant deadlines for Program Management and deliverables are listed below:

- October 16, 2025 (2026): LCRR inventory submission to EPD
- November 15, 2025 (2026, 2027): Annual notification letters sent out to applicable customers
- July 1, 2026 (2027): Certification of required annual notifications to EPD
- October 16, 2027: LCRI Baseline inventory submission

The County would like to see substantial reduction in Lead Status Unknown service lines prior to the next EPD inventory submission (October 16, 2025) and Annual Notification deadline (November 15, 2025).

## **EXHIBIT E**

## **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$1,451,000.00 (One Million Four Hundred Fifty-One Thousand Dollars and No Cents). The detailed costs are provided below:

**EXHIBIT 2****COST PROPOSAL FORM**

Submitted To: Fulton County Government

Submitted By: CDM Smith Inc.

For: **#25RFP146925K-DB; Lead and Copper Rule Revision (LCRR)**

Submitted on May 14, 2025.

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

The Proposer further declares that they have thoroughly examined the RFP and associated scope of work and have informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all Instructions to Proponents and General Conditions furnished prior to the receiving of proposals; that he has satisfied himself relative to the work to be performed.

The Proposer agrees, if this Proposal is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete 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 TOTAL BASE BID IS THE AMOUNT UPON WHICH THE PROPOSER WILL BE FORMALLY EVALUATED TO ASSIST IN DETERMINING THE MOST RESPONSIBLE AND RESPONSIVE PROPOSAL.**

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

**TOTAL BASE BID AMOUNT**

\$ 1,451,000.00

**(Dollar Amount in Numbers)**

One Million Four Hundred and Fifty-One Thousand

**(Dollar Amount in Words)**

The Proposer 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 Proposer 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 Proposer proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Proposer 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.

### **TOTAL BASE BID AMOUNT**

**Complete this table and insert in sealed cost proposal envelope.** All projects assigned shall be based upon a dollar per hour rate. The Proposer will include his/her fees as outlined below. This proposal provides a pricing structure which includes program management:

<b>SERVICE/TASK</b>	<b>YEAR #1</b>	<b>YEAR #2</b>	<b>YEAR #3</b>
1. Program Management	\$128,000.00	\$90,000.00	\$38,000.00
2. Site Selection	\$288,000.00	\$82,000.00	\$41,000.00
3. Collection of Signed Right of Entry	\$220,000.00	\$94,000.00	\$0.00
4. Field Verification & Investigation	\$240,000.00	\$160,000.00	\$0.00
5. Annual Customer Notification (OPTIONAL)	\$70,000.00	\$0.00	\$0.00
<b>TOTAL BASE BID AMOUNT (Lines 1- 5)</b>	<b>\$946,000.00</b>	<b>\$426,000.00</b>	<b>\$79,000.00</b>

A schedule of standard hourly billing rates by labor category to be utilized during the course of the projects shall also be provided. The estimated man-hours shall be multiplied by the appropriate labor rate to determine the estimated project cost. Proposer shall provide the overhead rate that includes all fringe benefits as a percentage of base salary (without fringes) and the profit percentage used in calculating standard billing rates. This is to be provided for the Prime Consultant as well as each Sub Consultant. Computer usage is to be included in the overhead rate and will not be considered as a direct expense. Hourly rates shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, printing, reproduction, project reports, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, and any other expenses necessary to conduct the work. The allowed multiplier for overtime rates (1.0 or 1.5, depending on employee category) shall be applied to the salary component of the hourly rate, and not to the direct costs component. County will not pay the Firm for the cost of, or any cost associated with, preparation of invoices for payment of the services under this contract. Costs for large amounts of reports or unusual reproduction requests by the County will be borne by the County. There shall be no reimbursable direct cost to the Firm.

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

ADDENDUM # 1 DATED April 9, 2025

ADDENDUM # 2 DATED May 2, 2025

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**PROPOSER:** CDM Smith Inc.

Signed by: Ashley Reid

**[Type or Print Name]**

Title: Principal

Business Address: 2100 Riveredge Parkway, Suite 1250

Atlanta, Georgia 30328

Business Phone: 404-720-1344

Note: If the Proposer is a corporation, the Proposal 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. See attached.

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

**A. Name**

N/A

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**B. Address**

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**END OF SECTION**



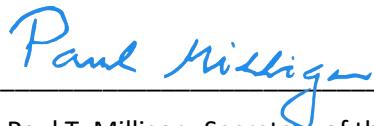
75 State Street, Suite 701  
Boston, Massachusetts 02109  
tel: 617 452-6000

## CERTIFICATE

I, Paul T. Milligan, Secretary of CDM Smith Inc., a Massachusetts corporation, do hereby certify that Ashley Reid holds the role of Client Service Leader, which entitles Ms. Reid to execute and deliver proposals, contracts and agreements for the performance of professional services in the name and on behalf of CDM Smith Inc. Further, consistent with the firm's signing authority policies and procedures, Ms. Reid has been delegated the authority to execute and deliver proposals, contracts and agreements for the performance of professional services specifically for the project titled Lead and Copper Field Service Investigation in Fulton County, Georgia.

I further certify that the foregoing is consistent with the Contract Signing Authority Policy and with the By-laws of the said corporation.

IN WITNESS WHEREOF, I have executed this certificate and have caused the corporate seal of CDM Smith Inc. to be hereunder affixed on this 13<sup>th</sup> day of May 2025.

  
\_\_\_\_\_  
Paul T. Milligan - Secretary of the Corporation



# Schedule of Rates

## Project: #25RFP146925K-DB; Lead and Copper Rule Revision (LCRR)/LEAD AND COPPER FIELD SERVICE INVESTIGATION

Schedule of standard hourly billing rates by labor category to be utilized during the course of this project.

Labor Category	Billing Rate
Principal	\$295.00
Program Manager	\$260.00
Lead Analyst	\$260.00
Technical Advisor	\$325.00
Program QA/QC	\$230.00
Staff Engineer	\$140.00
Principal Project Engineer	\$255.00
Outreach Specialist 1	\$140.00
Outreach Specialist Sr	\$227.00
Customer Support	\$125.00
Graphic Designer Sr.	\$180.00
Administrative Assistant	\$125.00
Field Investigation Supervisor	\$207.00
Data Analyst	\$175.00

# PROJECT ASSUMPTIONS / EXCLUSIONS

(Updated after negotiations on 7/8/2025)

## Task 1: Project Management

- Kick Off meeting (1 meeting – hybrid virtual and in person)
- Quarterly project coordination meetings for 2.5 years (10 meetings - hybrid virtual and in person)
- Bi-Weekly meetings for 2.5 years (65 meetings - virtual)
- Pre-Construction meeting (1 meeting – in person)
- Internal coordination meetings (26 meetings - virtual)

## Task 2: Site Selection

- Inventory Investigation Plan to be provided
- 3-year subscription to leadCAST
- 25,000 postcards will be mailed for Customer self-identification solicitation
- County will be divided into two statistical approach areas. (North Fulton and Alpharetta)
- Statistical Approach Report to be provided for each area
- Non-GRR Historical Document Review Report to be provided
- Inventory submitted to GA EPD in October 2025
- Validation Pool Plan to be provided
- Inventory submitted to GA EPD in October 2026
- Baseline inventory submitted to GAEPD prior to November 1, 2027

## Task 3: Collection of Signed Right-of-Entry (ROE)

- Will Solicit ROEs from 1600 sites
  - 1600 postcards will be printed and mailed
  - 3200 door-to-door visits (up to 2 visits per site, 2 person teams at 30 minutes per site)
  - 3200 leave-behind door hangers will be printed
- On-line ROE signature collection through leadCAST
- Multiple packages of signed ROEs provided for Board of Commissioner approval

## **Task 4: Field Verification**

### Remainder of North Fulton Area

- 400 inspections have useable recent field reports for statistical analysis
- 400 additional excavations/inspections will be required for statistical analysis
- QAQC review of 400 field inspection reports
- 400 post inspection door hangers will be printed

### Historic Alpharetta Area

- The Historic Alpharetta area has more than 2,500 service lines
- 200 customer self-identifications will be useable for statistical analysis
- 200 inspections have useable recent field reports for statistical analysis
- 400 additional excavations/inspections will be required for statistical analysis
- QAQC review of 400 field inspection reports
- 400 post inspection door hangers will be printed
- QAQC of 10% of workorder inspections during routine activities (60 reports)

## **Task 5: Annual Customer Notification (Optional)**

- 25,000 annual notification letters with cover page will be printed and mailed in 2025
- Up to 2 additional outreach materials will be developed
- Certification of Notification Letters will be submitted to GAEPD
- No annual notification letters will be mailed in 2026
- Call Center that will cover FAQs via phone and email during peak engagement periods (after 2025 annual letters and as part of ROE solicitation)

### **Overall cost assumptions:**

Pothole excavations, material verification, and backfill at \$367 per site (no pavement) to investigate up to 2 service line sides (1 to 2 holes per site as directed)

Postcard printing and mailing at \$1.00 each for 5x7

Door hangers printing at \$1.50 each

Letter printing and mailing at \$2.20 each (up to 6 pages)

**Exclusions**

Additional pothole inspections and door-to-door visits may be required to complete the number of inspections required for statistical analysis, predictive modeling, or other approaches for service line material determination.

Social media ROE solicitation, bill stuffers, and other types of outreach not listed above may be required to meet the self-inspection and ROE numbers needed for the project.

# **EXHIBIT F**

# **PURCHASING FORMS**



### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CDM Smith Inc.
Project No. and Project Title:	25RFP146925K-DB; Lead and Copper Field Service Investigation

#### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1363709

July 20, 2006

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

Ashley Reid (CDM Smith Inc.)

Authorized Officer or Agent  
(Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Ashley Reid

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

6th May 25  
DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public

My Commission Expires: 5/24/26

Principal

Title (of Authorized Officer or Agent of Contractor)

May 6, 2025

Date Signed

**JULIE ROBINSON**  
[NOTARY SEAL]  
Notary Public  
Cobb County, Georgia  
My Commission Expires 05/24/2026

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CDM Smith Inc.
Project No. and Project Title:	25RFP146925K-DB; Lead and Copper Field Service Investigation

## 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1819343

04/07/2022

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

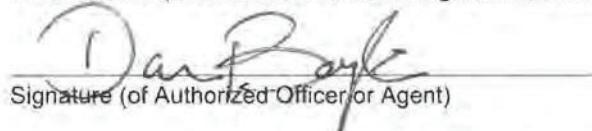
Ascension Engineers &amp; Consultants, Inc.

Authorized Officer or Agent  
(Name of Subcontractor)

**I hereby declare under penalty of perjury that the foregoing is true and correct**

Darren Boykin

Printed Name (of Authorized Officer or Agent of Contractor)



Signature (of Authorized Officer or Agent)

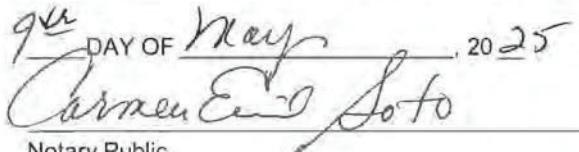
President

Title (of Authorized Officer or Agent of Contractor)

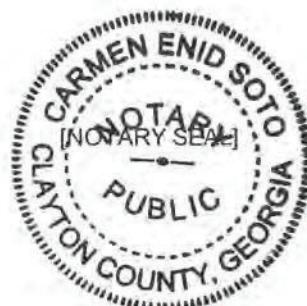
5/9/2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9<sup>th</sup> DAY OF May, 20 25  
  
 Carmen Enid Soto

Notary Public

My Commission Expires: 03/27/2029

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CDM Smith Inc.
Project No. and Project Title:	25RFP146925K-DB; Lead and Copper Field Service Investigation

## 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1616576

12/11/2020

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

Blue Cypress Consulting, LLC

Authorized Officer of Agent  
(Name of Subcontractor)

**I hereby declare under penalty of perjury that the foregoing is true and correct**

Caroline G. Evans

Printed Name (of Authorized Officer or Agent of Contractor)

A handwritten signature of Caroline G. Evans in black ink.

Signature (of Authorized Officer or Agent)

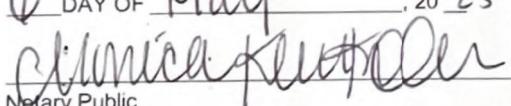
Owner, Blue Cypress Consulting, LLC

Title (of Authorized Officer or Agent of Contractor)

May 6, 2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

6 DAY OF May, 2025  
  
 Notary Public

My Commission Expires: MARCH 5, 2029

[NOTARY SEAL]



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CDM Smith Inc.
Project No. and Project Title:	25RFP146925K-DB; Lead and Copper Field Service Investigation

## 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

48741

08/02/2007

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

Compliance EnviroSystems, LLC

Authorized Officer of Agent  
(Name of Subcontractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Josh Hardy

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

President

Title (of Authorized Officer or Agent of Contractor)

05/09/2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9th DAY OF May 25

Notary Public

Upon Death

My Commission Expires: \_\_\_\_\_



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CDM Smith Inc.
Project No. and Project Title:	25RFP146925K-DB; Lead and Copper Field Service Investigation

## 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 under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1363709

December 3, 2018

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

Crescos S. Etman (Trinnex)  
Authorized Officer of Agent  
(Name of Subcontractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Crescos S. Etman  
Printed Name (of Authorized Officer or Agent of Contractor)

AE  
Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

7th DAY OF May, 20 25  
Patricia Sico  
Notary Public

My Commission Expires: 8-14-2026

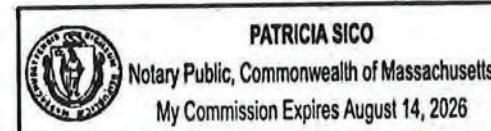


Crescos S. Etman  
Title (of Authorized Officer or Agent of Contractor)

Date Signed

05-07-2025

[NOTARY SEAL]



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: CDM Smith Inc.

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: Engineering Firm

Professional License Number: PEF000106

Expiration Date of License: 06/30/2026

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

Signed:  Ashley Reid; Principal

Date: 05/13/2025

**(ATTACH COPY OF LICENSE)**



## Licensee Details

### Licensee Information

Full Name  
CDM Smith Inc.

Street Address  
Boston, MA 02109

Location

### Primary Source License Information

License No *	Profession	License Type
PEF000106	Engineers / Land Surveyors	<a href="#">Engineer Firm</a>
Issue Date	Licensure Method *	License Status
07/13/1989	Application	Active
	Expiration Date	Date of Last Renewal
	06/30/2026	06/25/2024

### Prerequisite

### Associated Licenses

Search...

Filters

Columns

Full Name	License Type	License Status	License No
No Rows			

Page Size: 10 0 to 0 of 0 < < Page < 0 of 0 > >

### Public Documents

Filters

Columns

## FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Ascension Engineers & Consultants, Inc.

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: Engineering Firm

Professional License Number: PEF008193

Expiration Date of License: 06/30/2026

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: 05/07/2025

**(ATTACH COPY OF LICENSE)**

## Your License Pocket Card

See your pocket-sized license card below.

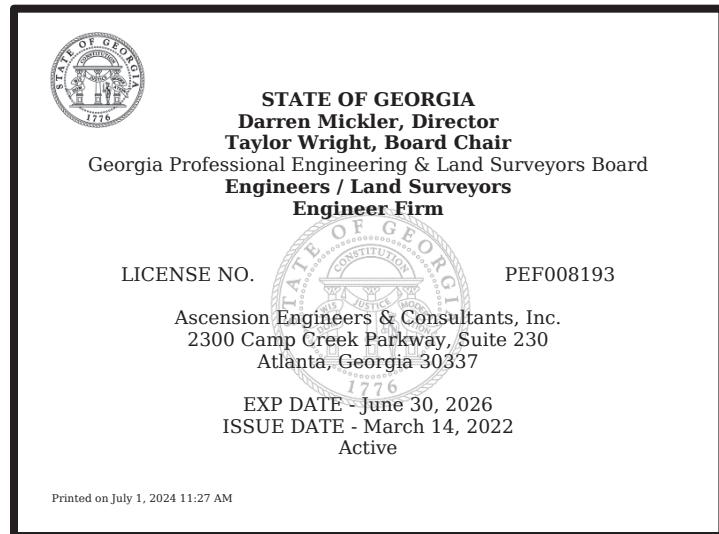
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please request a demographic change through the portal if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the [Licensing Portal](https://gapelsb.evokeplatform.com/app/licensingPortal) at [gapelsb.evokeplatform.com/app/licensingPortal](https://gapelsb.evokeplatform.com/app/licensingPortal)

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

### **Georgia Professional Engineers & Land Surveyors Board**

237 Coliseum Drive  
Macon-Bibb County, GA 31217  
Phone: (470) 355-4505  
Email: [pels@sos.ga.gov](mailto:pels@sos.ga.gov)



## FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Blue Cypress Consulting, LLC

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: Engineers / Land Surveyors Engineer Firm

Professional License Number: PEF008570

Expiration Date of License: 06/30/2026

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: May 6, 2025

**(ATTACH COPY OF LICENSE)**

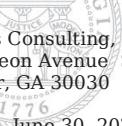


**STATE OF GEORGIA**  
**Darren Mickler, Director**  
**Taylor Wright, Board Chair**  
Georgia Professional Engineering & Land Surveyors Board  
**Engineers / Land Surveyors**  
**Engineer Firm**

LICENSE NO.

PEF008570

Blue Cypress Consulting, LLC  
315 W Ponce de Leon Avenue/ Suite 905  
Decatur, GA 30030



EXP DATE - June 30, 2026  
ISSUE DATE - August 24, 2023  
Active

Printed on June 13, 2024 8:15 AM

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Compliance EnviroSystems, LLC

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: Utility Manager

Professional License Number: UM102595

Expiration Date of License: 04/30/2027

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

Signed:  Josh Hardy, President

Date: 05/09/2025

**(ATTACH COPY OF LICENSE)**



STATE OF GEORGIA  
BRAD RAFFENSPERGER, Secretary of State  
Georgia Construction Industry Licensing Board  
LICENSE NO. UM102595

Brad Louis Dutruch

1401 Seabord Drive  
Baton Rouge LA 70810

Utility Manager

EXP DATE - 04/30/2027 Status: Active  
Issue Date: 10/18/2018

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)

Brad Louis Dutruch  
1401 Seabord Drive  
Baton Rouge LA 70810

STATE OF GEORGIA  
BRAD RAFFENSPERGER, Secretary of State  
Georgia Construction Industry Licensing Board  
License No. UM102595  
Brad Louis Dutruch  
1401 Seabord Drive  
Baton Rouge LA 70810  
Utility Manager  
EXP DATE - 04/30/2027 Status: Active  
Issue Date: 10/18/2018

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: Trinnex

Performing work as: Prime Contractor  Subcontractor/Sub-Consultant

Professional License Type: N/A

Professional License Number: N/A

Expiration Date of License:

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: 05/08/2025

**(ATTACH COPY OF LICENSE)**

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror CDM Smith Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

CDM Smith Inc.

(BUSINESS NAME)

2100 Riveredge Pkwy Ste 1250, Atlanta, GA 30328

(FULTON COUNTY BUSINESS ADDRESS)

Principal

(OFFICIAL TITLE OF AFFIANT)

Ashley Reid

(NAME OF AFFIANT)

Ashley Reid

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 6<sup>th</sup> day of May, 2025

Julie Robinson

(Notary Public)

Commission Expires:

5/24/26

(Seal) **JULIE ROBINSON**  
Notary Public  
Cobb County, Georgia  
My Commission Expires 05/24/2026

(Date)

2025

Expiration Date  
12/31/2025  
Account Number  
26151

License Number

25-113339

Date Issued

2/5/2025

NAICS Code

541330

SANDY SPRINGS™

GEORGIA

## BUSINESS OCCUPATIONAL TAX CERTIFICATE

ENGINEERING SERVICES  
(NOT TRANSFERABLE)

FOR OPERATION IN THE CITY OF SANDY SPRINGS, GEORGIA SUBJECT  
TO ZONING RESTRICTIONS AND ALL OTHER CODES AND RESOLUTIONS  
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS,  
GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT TO BE REVOKED  
AND ANNULLED, AND IS SUBJECT TO ANY FURTHER ORDINANCES  
WHICH MAY BE ENACTED

Issued By:

  
Raquel D. Gonzalez

Raquel D. Gonzalez, City Clerk  
City of Sandy Springs  
1 Galambos Way  
Sandy Springs, Georgia 30328

Valid for Business Shown Below Only:

BUSINESS ADDRESS:

CDM SMITH INC.

2100 RIVEREDGE PARKWAY SUITE 1250  
SANDY SPRINGS GA 30328

MAILING ADDRESS:

CDM SMITH INC.  
75 STATE ST., SUITE 701  
BOSTON, MA 02109

MUST BE POSTED IN A CONSPICUOUS LOCATION

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF  
BIDDER/OFFEROR**

CDM Smith Inc.: N/A

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror \_\_\_\_\_ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public) \_\_\_\_\_  
(Seal)

Commission Expires: \_\_\_\_\_  
(Date)

## **EXHIBIT G**

# **OFFICE OF CONTRACT COMPLIANCE FORMS**

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We ( Ashley Reid ),  
Name  
Principal CDM Smith Inc.  
Title Company Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

**NAME:** Ashley Reid

**TITLE:** Principal

**SIGNATURE:** 

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must** be completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit the form that lists all subcontractors/suppliers who will be utilized under the scope of work/services prior to contract execution.

**Prime Bidder/Proposer Company Name:** CDM Smith Inc.

**ITB/RFP Name & Number:** #25RFP146925K-DB; Lead and Copper Field Service Investigation

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 Joint Venture Prime Contractor:

\$ 704,085.00      OR 36.5 %

2. This information below must be completed and submitted with the bid/proposal when 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 as outlined on page 3 Section 6.

JV Partner(s) information: N/A

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

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

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**Total Dollar Value of Certified Subcontractors: (\$)** 206,403.00

**Total Percentage of Certified Subcontractors: (%)** 10.7

**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 Form 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 has verified its intention to participate.

**Signature:**  **Ashley Reid** **Title:** Principal

**Business or Corporate Name:** CDM Smith Inc.

**Address:** 2100 Riveredge Pkwy Ste 1250, Atlanta, GA 30328

**Telephone:** ( ) 404.720.1400

**Fax Number:** ( ) N/A

**Email Address:** [reidan@cdmsmith.com](mailto:reidan@cdmsmith.com)

**EXHIBIT B2 FORM**  
**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE**  
**PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

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

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Ascension Technical Consultants, Inc.	DBoykin@ascension-ec.com	Atlanta, GA 404.957.0041	African American	Fulton County	AABE	Field Services and Material Verification Supervision and Program Quality	\$44,367	2.3%
Blue Cypress Consulting, LLC	john.evans@bluecypress-consulting.com	Decatur, GA 470.322.5100	FBE/MBE	Fulton County	MBE	Community Outreach, GIS and Data	\$162,036.00	8.4%
Compliance EnviroSystems, LLC	dguillory@ces-sses.com	Baton Rouge, LA 225.769.2933 ext: 1014				Management Support	\$773,529.00	40.1%
Trinnex	tyler.biss@trinnex.io	Manchester, NH 931.267.9071				Excavation and Material Verification	\$244,983	12.7%
						Data Analysis, predictive modeling, Data Integration		

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

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
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**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
Ascension Technical Consultants, Inc.	2300 Camp Creek Parkway, Suite 230 Atlanta, GA 30337	Darren Boykin, PE	DBoykin@ascension-ec.com	404.957.0041	Field Services and Material Verification Supervision and Program Quality	AABE	Joined team
Blue Cypress Consulting, LLC	315 W Ponce de Leon Avenue, Suite 905, Decatur, GA 30030	John Evans, P.E.	john.evans@bluecypress-consulting.com	470.322.5100	Community Outreach, GIS and Data Management Support	MBE	Joined team
Compliance EnviroSystems, LLC	1401 Seabord Drive Baton Rouge, LA 70810	David Guillory, PE	dguillory@ces-sses.com	225.769.2933 ext: 1014	Excavation and Material Verification		Joined Team
Trinnex	670 N Commercial St, Suite 208 Manchester, NH 03101	Tyler Biss	tyler.biss@trinnex.io	931.267.9071	Data Analysis, predictive modeling, Data Integration		Joined Team

**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
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**Company Name:** CDM Smith Inc.

**Printed Signature:** Ashley Reid



**Project # & Title:** #25RFP146925K-DB; Lead and Copper Field Service Investigation

**Date** May 13, 2025

## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**

### **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: CDM Smith Inc.

SIGNATURE:



NAME: Ashley Reid

TITLE: Principal

DATE: May 13, 2025



## **EXHIBIT I**

## **EXHIBITS**

- FINAL 2024 Annual Notification Letter 10182024
- Water Service Line Inventory Project\_Door Hanger\_Draft1
- Service Line Material Testing Right of Entry\_Example
- annualNotificationList\_2024 (see Addendum 1)
- epdSubmittal\_100124 (see Addendum 1)



**Fulton County, Georgia**  
**Department of Public Works**  
**Division of Water Resources**  
11575 Maxwell Rd, Alpharetta, GA 30009  
404-612-7400  
[ServiceLineInventory@fultoncountyga.gov](mailto:ServiceLineInventory@fultoncountyga.gov)  
<https://fultoncountyga.gov/lead-copper>

## **IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER SERVICE LINE**

**As required by U.S. Environmental Protection Administration (“EPA”), Fulton County has identified that your water service connection is considered a MATERIAL\_STATUS service line.**

Fulton County has recently created an inventory of all water service lines, which is the pipe that connects your home, building, or other structure to the water main. The County is required to create this inventory as a result of federal regulations, specifically 40 C.F.R. 141.84(a). The purpose of the inventory is to identify the material of these service lines and fittings, including the customer-owned side of the water service line.

The pipe that connects your home, building, or other structure to the water main was identified as a MATERIAL\_STATUS service line.

Fulton County routinely monitors for lead in the distribution system, and the most recent water sample results received on 9/25/2024 showed that the 90<sup>th</sup> percentile of all lead levels measured in the distribution system was **1.60** micrograms per liter ( $\mu\text{g}/\text{L}$ ). The action level for lead in drinking water is 15 micrograms per liter ( $\mu\text{g}/\text{L}$ ).

### **Is my water affected?**

Federal regulations require that water systems, including the water system operated by the County, inform people served who have a service connection with a lead service line, galvanized steel requiring replacement service line or a lead status unknown service line. C.F.R. § 141.85(e)(1)

**\* If you received a separate notice instructing you to boil or avoid drinking your water, then please continue following those instructions until you are instructed to do otherwise.**

This notice is being sent to **ADDRESS1, CITY, STATE ZIP** by Fulton County Public Works on **SEND\_DATE**.

If you **did not** receive a separate notice:

- This is not an emergency.
- Your water is safe to drink and meets federal and state safe drinking water standards.
- You do not need to use an alternative water supply (e.g., bottled water).

## What is a service line?

- A service line is a portion of pipe that connects the water main to the building inlet.
- Ownership of the service line is split between Fulton County (system) and the property owner (customer) at the water meter.

## What about my service line?

- If your service line is categorized as a lead status unknown composition, you can help your public water system identify your service line material.
  - EPA has developed an online step-by-step guide to help people identify lead pipes in their homes called Protect Your Tap: A Quick Check for Lead. (<https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead-0>)
  - Other organizations have also provided tools to identify service line material, such as the LSLR Collaborative (<https://www.lslr-collaborative.org/identifying-service-line-material.html>)
- Please contact us immediately if you feel that we have incorrectly categorized the service line material.

Contact Fulton County at 404-612-7400 or [ServiceLineInventory@fultoncountyga.gov](mailto:ServiceLineInventory@fultoncountyga.gov) to inform us if you believe your service line has been incorrectly categorized, to share any information you may have about your service line, or to inform us of your plans to alter or replace your service line. If you determine your service line material using the guides above, you can use our Self Reporting Form at <https://fultoncountyga.gov/lead-copper>.

## What happens next?

- Fulton County has begun performing field investigations in order to determine the material of service lines with currently unknown materials.
- As we conduct these investigations and analyze our system further, we will update our service line inventory available on our public portal, which can be found on our

website, <https://www.fultoncountyga.gov/lead-copper>, along with any other information about our compliance program.

- If you are interested in signing up to be selected for compliance water sampling, please fill out our interest form found at <https://www.fultoncountyga.gov/lead-copper> or by scanning the QR code.



## Lead Related Health Information

**Please share this information with anyone who drinks and/or cooks using water at this property.** In addition to people directly served at this property, this can include people in apartments, nursing homes, schools, businesses, as well as parents served by childcare at this property.

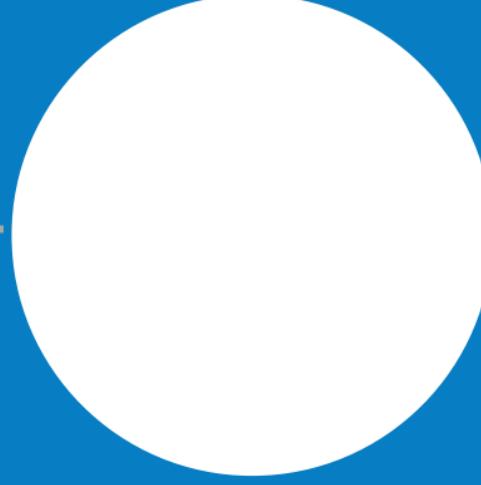
- *Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can cause new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems.*
- Fulton County conducts regular sampling throughout its water system, which you can elect to participate in using the link or QR code above. Alternatively, you may contact a certified laboratory to have your water tested for lead. The certified laboratories used by the County are Eurofins or the Environmental Protection Division (EPD) lab. Note, a water sample may not adequately capture or represent all sources of lead that may be present. For information on sources of lead that include service lines and interior plumbing, please visit <https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water#getinto>.
- If you still have health concerns from potential lead exposure in your drinking water, there are point-of-use (POU) devices that can be used on your drinking water taps to provide an additional barrier of protection. For more information on facts and advice on home water filtration systems, see EPA's <https://www.epa.gov/water-research/consumer-tool-identifying-point-use-and-pitcher-filters-certified-reduce-lead>
- If you have other health issues concerning the consumption of this water, you may wish to consult your health care provider.

## Other steps you can take to reduce lead in drinking water

Below are some recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead in drinking water.

- **Clean your aerator.** Regularly clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.
- **Use cold water.** Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.
- **Run your water.** The more time water has been sitting in the pipes providing water to your home, the more lead the water may contain. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line or not, as well as the length and diameter of the service line and the amount of plumbing in your home.

For more information on reducing lead exposure from your drinking water and the health effects of lead, visit EPA's website at <http://www.epa.gov/lead>.



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## **WATER SERVICE LINE INVENTORY PROJECT**

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### **SERVICE LINES AT YOUR PROPERTY WERE INVESTIGATED**

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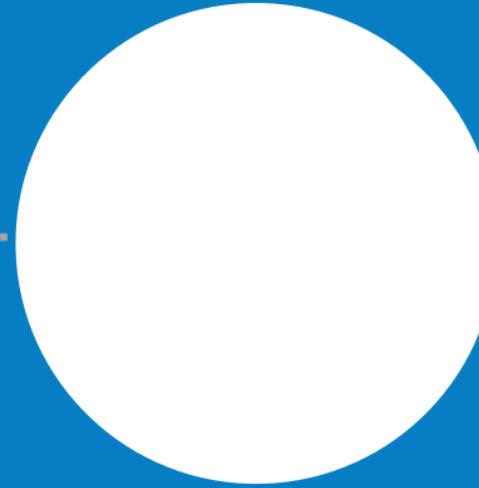
Fulton County Public Works is developing a comprehensive inventory of water service lines within our service area, as required by the U.S. Environmental Protection Agency. Your property was selected for an initial assessment of your service lines.

Fulton County Employees evaluated your service lines by investigative potholing on your property.

- You may notice the grass in your lawn has been disturbed.
- We found \_\_\_\_\_ water service lines on your property.
- To view the full preliminary inventory of properties investigated during our initial assessment, please visit our website at [www.fultoncountyga.gov/WSLI](http://www.fultoncountyga.gov/WSLI).

All inquiries about this project should be directed to [www.fultoncountyga.gov/WSLI](http://www.fultoncountyga.gov/WSLI) or (404) 612-7400.

Thank you for your patience as we work to complete our assessment.



## **Frequently Asked Questions**

### **What is a water service line?**

The water service line is the pipe that brings water from the water main into your home.

### **Why are you testing the water service line materials?**

In order to protect public health and continue providing high quality drinking water, Fulton County is inventorying the service line materials to identify any public or private service lines that may need to be replaced.

### **What materials are service lines made from?**

Service lines can be made from steel, copper, and plastic. Prior to 1990, some service lines in Georgia may have contained lead, which can have negative health impacts if service lines are corroded.

### **Where can I learn more about the health effects of lead in water?**

To learn more about the possible effects of lead in water or about the results of our water testing, please review our annual Drinking Water Quality Report at [www.fultoncountyga.gov](http://www.fultoncountyga.gov). Fulton County's water meets or exceeds all relevant requirements for drinking water quality.

### **What If I have more questions about lead service lines?**

For more information about Fulton County's service line project, please visit our website at: [www.fultoncountyga.gov/WSLI](http://www.fultoncountyga.gov/WSLI).

# **APPENDICES**

## **(Not Applicable)**



**FULTON COUNTY, GEORGIA**  
**DEPARTMENT OF PUBLIC WORKS**  
**DIVISION OF WATER RESOURCES**

**REQUEST FOR ENTRY ONTO PROPERTY**

Date: August 14, 2024

**TO:** HOMEOWNER

**PROJECT: Water Service Line Field InvestigationPilot**

Dear HOMEOWNER:

This letter is to notify the owners of the property identified above that Fulton County is requesting their permission to allow Fulton County personnel—wearing proper identification—to enter onto the property referenced above to assess its water service line and to determine from what materials it is made. Pursuant to federal regulations, specifically 40 C.F.R. 141.84(a), the County is required to create a Water Service Line Inventory that identifies the materials used in the water service lines servicing County properties by October 16, 2024. A Temporary Right of Entry form is enclosed for the property owner's review and execution.

Signing the Temporary Right of Entry form will permit Fulton County personnel or contractors to conduct the necessary testing to determine from what materials the property's water service lines are made. Fulton County personnel and/or its contractors will only enter the property for testing and their work will be confined to the area immediately surrounding your water service line, and personnel will not need to enter the home. No extensive land disturbance activities will be conducted on the property. In most cases, Fulton County personnel and/or contractors will only need to access a small amount of soil and grass in order to visually inspect the service line and determine its composition. Upon completion, Fulton County will restore the portion of the Owner's property as nearly as possible to its former condition.

Once we receive your signed Temporary Right of Entry form, we will contact you to arrange a date for Fulton County personnel and/or contractors to come out to the property and conduct the necessary testing.

Should you have any questions, please contact Timothy Mullen, P.E., Engineering Administrator, at 404-612-9564 or 404-234-4323 at any time.

Sincerely yours,  
Fulton County Department of Public Works

Timothy Mullen, P.E.

CC: Adriana Bustillos, P.E., Engineering Administrator  
Terry Peters, P.E., Deputy Director

Enclosure

## TEMPORARY RIGHT OF ENTRY

STATE OF GEORGIA,

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") by and between **Fulton County**, a political subdivision of the State of Georgia (the "Grantee"), and \_\_\_\_\_ (the "Owner(s)" or "Grantor(s)"), who own the land and the improvements thereon (together, the "Property") having a street address of \_\_\_\_\_ (the "Property");

1. **Grant.** Owner hereby grants to Grantee, its contractors, assigns, and successors, a non-exclusive license for temporary right of access and entry for the purpose of conducting testing to determine the composition of the Owner's water service line (the "Work"). By granting this license, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. By permitting Grantee access to the Property to test the water service line, Owner is not conveying any ownership interest in the water service line to Fulton County. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this Agreement, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work.

2. **Grantee Obligations.** Grantee shall comply with all applicable laws and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the work period, defined below.

3. **Term.** Owner shall provide Grantee access to the Property to perform the Work at a mutually agreed upon date(s) and time(s) between August 14, 2024 to October 15, 2024, during normal business hours (the "Work Period").

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, we have set our hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

OWNER

Name: \_\_\_\_\_

Name: \_\_\_\_\_

FULTON COUNTY, GEORGIA

Name: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/21/2025

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

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

PRODUCER	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A: Evanston Insurance Company	35378
CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	INSURER B: Hartford Fire Insurance Co.	19682
	INSURER C: ACE Property & Casualty Insurance Co.	20699
	INSURER D: Underwriters At Lloyds London	15792
	INSURER E: Hartford Accident & Indemnity Company	22357
	INSURER F: Twin City Fire Insurance Company	29459

## COVERAGES

CERTIFICATE NUMBER: 570115017930

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD WVD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	08CSEQU4161	01/01/2025	01/01/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY		Y	08 UEN QU4162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB EXCESS LIAB	X OCCUR	Y	XEUG28194687009	01/01/2025	01/01/2026	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE					AGGREGATE	\$1,000,000
	DED	RETENTION						
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	08WNQU4160	01/01/2025	01/01/2026	X PER STATUTE	OTH- ER
F	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AOS 08WBRQU4163 WI	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Architects & Engineers Professional			PSDEF2500033 Professional/Claims Made	01/01/2025	01/01/2026	Each Claim Aggregate Deductible	\$2,000,000 \$2,000,000 \$5,000,000

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

RE: 25RFP146925K-DB Lead and Copper Field Service Investigation.  
Fulton County Government - Purchasing Department, Its Officials, Officers and Employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Fulton County Government - Purchasing Department in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and workers' Compensation policies. Contractual liability is included in the referenced General

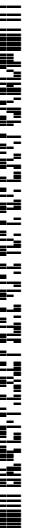
## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Government - Purchasing Department Attn: Darlene Banks Purchasing Department 130 Peachtree Street, S.W., Suite 1168 Atlanta GA 30303-3459 USA	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

Holder Identifier : ABCEFHYL

Certificate No : 570115017930





# ADDITIONAL REMARKS SCHEDULE

Page    of   

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570115017930			
CARRIER See Certificate Number: 570115017930	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:

Liability policy. Umbrella Liability policy is follow form. Cross Liability is included under the General Liability policy.



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.	NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570115017930	
CARRIER See Certificate Number: 570115017930	NAIC CODE
EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

01.01.25 - 01.01.26 Professional

Policy: PSDEF2500033

Beazley (Syndicates 2623/0623) - 25%

BRIT (Syndicate 2987) - 25%

Arch Insurance (UK) Limited - 5%

Convex Insurance UK Limited - 7.5%

Lloyds Syndicates - 12.5% 4242 - 6.25%, 457 - .9375% - 1.5625%, 4711 - 1.25%, 1686 - 1.25%, 5555 - 1.25%

Lloyds Syndicate 1458 - 10%

Lloyds Syndicate 1618 - 15%

POLICY NUMBER: 08 CSE QU4161

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**

- 2. Available under the applicable limits of insurance;**

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 08 CSE QU4161

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 08 CSE QU4161

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Where required by written contract of agreement

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

The following is added to Paragraph **8. Transfer Of  
Rights Of Recovery Against Others To Us** of  
**Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**POLICY NUMBER:** 08 UEN QU4162**COMMERCIAL AUTO  
CA 20 48 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CDM Smith, Inc

**Endorsement Effective Date:** 01/01/2025

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**POLICY NUMBER:** 08 UEN QU4162

**COMMERCIAL AUTO  
CA 04 44 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CDM Smith, Inc. End

**Endorsement Effective Date:** 01/01/2025

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

AS REQUIRED BY WRITTEN CONTRACT

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

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 08 WBR QU4163

**Endorsement Number:**

**Effective Date:** 01/01/2025    Effective hour is the same as stated on the Information Page of the policy. **Named Insured and Address:** CDM Smith, Inc.

75 State Street, Suite 701  
Boston, MA 02109

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

### **SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.

**Form WC 00 03 13** Printed in U.S.A.

**Process Date:**

**Policy Expiration Date:**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 08 WN QU4160

**Endorsement Number:**

**Effective Date:** 01/01/2025    Effective hour is the same as stated on the Information Page of the policy. **Named Insured and Address:** CDM Smith, Inc.

75 State Street, Suite 701  
Boston, MA 02109

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

### **SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.

**Form WC 00 03 13** Printed in U.S.A.

**Process Date:**

**Policy Expiration Date:**

**POLICY NUMBER:** 08 UEN QU4162

**COMMERCIAL AUTO**  
**CA 04 50 11 16**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

#### D. ACTION AGAINST US

No action shall lie against US unless, as a condition precedent thereto, the INSURED shall have fully complied with all of the terms of this memorandum, nor until the amount of the INSURED'S obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and US. Nothing contained herein shall give any person or organization any right to join US as a party to any CLAIM against the INSURED to determine their liability, nor shall WE be impleaded by the INSUREDS or their legal representative in any CLAIM.

## E. SUBROGATION

In the event of any payment under this memorandum, WE shall be subrogated to all the INSUREDS' rights of recovery therefore against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to DAMAGES and CLAIMS EXPENSES paid by US, and third to the applicable Deductible. Any additional amounts recovered shall be paid to YOU.

However, WE agree to waive our rights of recovery against any client of YOURS to the extent that YOU had, prior to a CLAIM, a written agreement to waive such rights.

In accordance with the terms of this memorandum and subject to the terms, conditions, provisions and limits of the Policy, WE agree that this Policy is extended as set out below. In the event of any conflict between the terms of this memorandum and the Policy, this memorandum shall prevail.

## I. ADDITIONAL INSURING AGREEMENT

## Protective Indemnity

WE will, up to an amount of USD10,000,000 in excess YOUR Deductible as set forth in the Risk Details, indemnify YOU for a PROTECTIVE LOSS on a PROTECTIVE CLAIM first made against the RESPONSIBLE ENTITY and reported to US during the PERIOD OF INSURANCE that is established by a final judgement or a settlement to which WE agree to in writing, in excess of all collectible RESPONSIBLE ENTITY INSURANCE, provided that YOU have made all reasonable efforts to recover all PROTECTIVE LOSS from every RESPONSIBLE ENTITY.

## II. MEMORANDUM DEFINITIONS

throughout this memorandum, wherever these words appear in capital letters they have the below indicated meanings:

A. PROTECTIVE CLAIM - means written demand, demand for arbitration or mediation or a suit instituted by YOU against the RESPONSIBLE ENTITY seeking a remedy and alleging liability or responsibility on the part of such RESPONSIBLE ENTITY

## Certificate Of Completion

Envelope Id: C23747FF-60E1-49FC-9D01-7D3B727257ED

Status: Completed

Subject: Contract: 25RFP146925K-DB; Lead & Copper Field to CDM Smith

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 95

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Darlene Banks

AutoNav: Enabled

Stamps: 2

141 Pryor Street

Enveloped Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Atlanta, GA 30303

darlene.banks@fultoncountyga.gov

IP Address: 74.174.59.4

## Record Tracking

Status: Original

8/20/2025 9:24:52 AM

Holder: Darlene Banks

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

## Signer Events

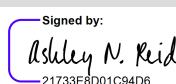
Ashley N. Reid

reidan@cdmsmith.com

Client Service Leader

Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Pre-selected Style

Using IP Address: 98.124.161.29

## Timestamp

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Viewed: 8/20/2025 2:43:19 PM

Signed: 8/21/2025 1:00:56 PM

## Electronic Record and Signature Disclosure:

Accepted: 8/20/2025 10:05:05 AM

ID: 98cd7ed2-7631-4f5d-899b-3551b2b9cb11

Paul T. Milligan

milliganpt@cdmsmith.com

Secretary

Security Level: Email, Account Authentication (None)

## Signed



Using IP Address: 98.124.160.253

Sent: 8/21/2025 1:00:58 PM

Viewed: 8/21/2025 1:51:52 PM

Signed: 8/21/2025 1:55:39 PM

## Electronic Record and Signature Disclosure:

Accepted: 8/21/2025 1:51:52 PM

ID: 164f58ac-39d5-4b44-b41b-c4ce3738b204

DARLENE BANKS

darlene.banks@fultoncountyga.gov

Assistant Purchasing Agent

Fulton County Government

Security Level: Email, Account Authentication (None)

## Completed

Using IP Address: 172.3.170.13

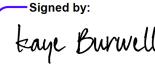
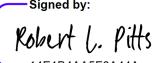
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Viewed: 8/21/2025 6:33:19 PM

Signed: 8/21/2025 6:33:31 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
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<p>David Lowman david.lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Using IP Address: 47.36.19.90</p>	<p>Sent: 8/22/2025 4:41:31 AM Viewed: 8/22/2025 5:12:10 AM Signed: 8/22/2025 5:18:09 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 8/22/2025 5:12:10 AM ID: d630ae3b-da09-485a-87cc-758d8f84baf3</p> <p>Kaye Burwell kaye.burwell@fultoncountyga.gov Deputy County Attorney Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  40352659B237414...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.129.206.71</p>	<p>Sent: 8/22/2025 5:18:13 AM Viewed: 8/22/2025 9:16:38 AM Signed: 8/22/2025 9:18:14 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 8/22/2025 9:16:38 AM ID: dd63c845-fd6d-4e61-9db2-9bcef0affac9</p> <p>Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Using IP Address: 66.56.23.82</p>	<p>Sent: 8/22/2025 9:18:18 AM Viewed: 8/22/2025 11:21:36 AM Signed: 8/22/2025 11:21:59 AM</p>
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Signer Events	Signature	Timestamp																		
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<b>Electronic Record and Signature Disclosure:</b>																				
<p>Accepted: 3/16/2018 7:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4</p> <p>DARLENE BANKS darlene.banks@fultoncountyga.gov Assistant Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None)</p>																				
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<p>Not Offered via DocuSign</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>In Person Signer Events</th> <th>Signature</th> <th>Timestamp</th> </tr> </thead> <tbody> <tr> <td>Editor Delivery Events</td> <td>Status</td> <td>Timestamp</td> </tr> <tr> <td>Agent Delivery Events</td> <td>Status</td> <td>Timestamp</td> </tr> <tr> <td>Intermediary Delivery Events</td> <td>Status</td> <td>Timestamp</td> </tr> <tr> <td>Certified Delivery Events</td> <td>Status</td> <td>Timestamp</td> </tr> <tr> <td>Carbon Copy Events</td> <td>Status</td> <td>Timestamp</td> </tr> </tbody> </table>			In Person Signer Events	Signature	Timestamp	Editor Delivery Events	Status	Timestamp	Agent Delivery Events	Status	Timestamp	Intermediary Delivery Events	Status	Timestamp	Certified Delivery Events	Status	Timestamp	Carbon Copy Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp																		
Certified Delivery Events	Status	Timestamp																		
Carbon Copy Events	Status	Timestamp																		
<p>Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Witness Events</th> <th>Signature</th> <th>Timestamp</th> </tr> </thead> <tbody> <tr> <td>Notary Events</td> <td>Signature</td> <td>Timestamp</td> </tr> <tr> <td>Envelope Summary Events</td> <td>Status</td> <td>Timestamps</td> </tr> <tr> <td>Payment Events</td> <td>Status</td> <td>Timestamps</td> </tr> </tbody> </table>			Witness Events	Signature	Timestamp	Notary Events	Signature	Timestamp	Envelope Summary Events	Status	Timestamps	Payment Events	Status	Timestamps						
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Notary Events	Signature	Timestamp																		
Envelope Summary Events	Status	Timestamps																		
Payment Events	Status	Timestamps																		
<b>COPIED</b>																				
<p>Sent: 8/22/2025 11:37:29 AM Viewed: 8/25/2025 10:03:46 AM</p>																				
<b>Electronic Record and Signature Disclosure</b>																				

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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**Required hardware and software**

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

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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