

AMENDMENT #2 CONTRACT TO FORM

#19RFP090419K-DB

OPERATIONS & MAINTENANCE SERVICES FOR WASTEWATER FACILITIES & PUMP STATIONS...NFSA

For

DEPARTMENT OF PUBLIC WORKS

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: Veolia North America, LLC.

Contract No.: 19RFP090419K-DB, Operation & Maintenance Services for

Wastewater Facilities & Pump Stations in the North Fulton Service

Area

Address: 387 18th Street, NW City, State Atlanta, GA 30363

Telephone: 678-925-6057

Email: joseph.tackett@veolia.com

Contact: Joseph Tackett,

Senior Vice President

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Veolia North America, LLC., to provide operation and maintenance services at wastewater facilities and pump stations in North Fulton, dated 19th day of February 2020, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the existing contract to provide reliable, uninterrupted operation of the water and wastewater system operations and maintenance management systems in the North Fulton service area; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on June 18th, 2025; Item #25-0477.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 2 to Form of Contract is effective July 6, 2025, through November 3, 2025, or until services are no longer required as determined by Fulton County. This Amendment is entered into by and between Fulton County and Veolia North America, LLC, who agree that all services specified shall be performed in accordance with this Amendment No. 2 and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Veolia Water North America operates all of the North Fulton assets, including 3 wastewater treatment facilities, all wastewater lift stations, and all water pump stations. The extension will continue the same three financial elements of the original contract - a Fixed Base Service Fee, Maintenance Allowance, and Contingency Allowance. This contract extension will allow for Veolia Water North America-South to continue to operate these facilities without interruption.

- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$7,381,500.47 (Seven Million Three Hundred Eighty-One Thousand Five Hundred Dollars and Forty-Seven Cents).
- 3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
- 4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA	VEOLIA NORTH AMERICA, LLC
Robert L. Pitts Robert L. Pitts Robert Enternan Fulton County Board of Commissioners ATTEST:	
Signed by:	Brooke Morris
Clerk to the Commission (Affix College eal)	Notary Public County: Hillsborough
APPROVED AS TO FORM:	Commission Expires:
Signed by: Laye Burwell Office 10 the County Attorney APPROVED AS TO CONTENT:	(Affix No DS Seal)
— DocuSigned by: David Clark	
ভাটারগাটাণ্ডীark, Director Public Works Department	

ITEM#:	RM:	ITEM#: 25-0477	2ND RM : 06/18/2025
REGULAR MEE	TING	SECOND REGULA	AR MEETING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2024

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

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

this definition does not define rights to the definition holder in hea or st	ion chaorsement(s).		
	CONTACT NAME: Marsh U.S. Operations		
155 N. WACKER, SUITE 1200	PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-	0770	
Chicago, IL 60661	E-MAIL ADDRESS: Chicago.CertRequest@marsh.com		
Attn: Veolia.CertRequest@marsh.com Fax: 212-948-5053	INSURER(S) AFFORDING COVERAGE	NAIC#	
VNA BOSTN	INSURER A: Everest National Insurance Company	10120	
INSURED Veolia North America, Inc.	INSURER B: Everest Premier Insurance Company	16045	
53 State Street, 14th Floor	INSURER C: ACE Property and Casualty Insurance Company	20699	
Boston, MA 02109	INSURER D: Berkley Assurance Company	39462	
	INSURER E: National Fire & Marine Insurance Co	20079	
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: CHI-009531609-17 REVISION NUMBER: 10

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

INSR		ADDL SUB	R	POLICY EFF	POLICY EXP		•
LTR		INSD WV			(MM/DD/YYYY)	LIMIT	
A	X COMMERCIAL GENERAL LIABILITY	X	RM5GL00068-251	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 10,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 25,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 10,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY	Χ	RM5CA00066-251 (AOS)	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000
Α	χ ANY AUTO		RM5CA00065-251 (MA)	01/01/2025	01/01/2026	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
С	X UMBRELLA LIAB X OCCUR	Х	XEU G27927865 010	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	DED RETENTION\$						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		RM5WC00092-251 (AOS)	01/01/2025	01/01/2026	X PER OTH- STATUTE ER	
В	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	N/A	RM5WC00094-251 (FL, ME, NJ)	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
В	(Mandatory in NH)	17.4	RM5WC00095-251 (WI, MA)	01/01/2025	01/01/2026	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Е	CPL - SIR: \$1,000,000		42-CPL-326094-03	01/01/2025	01/01/2026	Occurence/Aggregate	5,000,000
D	E&O - SIR: \$25,000,000		PCAB-5026762-0125	01/01/2025	01/01/2026	Per Claim/Aggregate	5,000,000
L							

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

19RFP090419K-DB - Operation & Maintenance (O&M) Services for Wastewater Facilities & Pump Stations in the North Fulton Service Area.

Fulton County Government is included as additional insured (except as respects all coverage afforded by workers' compensation and professional liability) where required by written contract but only for liability arising out of the operations of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. A waiver of subrogation is granted as required by written contract but only for liability arising out of the operations of the named insured.

CERTIFICATE HOLDER	CANCELLATION
Fulton County Government Purchasing and Contract Compliance Department 130 Peachtree Street SW Suite 1168 Atlanta, GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Marsh USA Inc.

AGENCY CUSTOMER ID: CN102584993

Loc #: Chicago

ACORD®	ADDITIONAL REMA	RKS SCHEDULE
AGENCY		NAMED INSURED

Page 2 of 2

MARSH USA, LLC.	Veolia North America, Inc. 53 State Street, 14th Floor
POLICY NUMBER	Boston, MA 02109
CARRIER N.	NAIC CODE
	EFFECTIVE DATE:
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOR	RD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liabi	pility Insurance
COLO with a lawar CID and has appropriately for greated by Marke	
COIs with a lower SIR can be generated if requested by Veolia.	

POLICY NUMBER: RM5GL00068251

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 THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED	AS REQUIRED BY WRITTEN CONTRACT

- 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
 - 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:

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

- 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

Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Certificate Of Completion

Envelope Id: 70283973-E23D-4737-8885-58E0FBA4EE67

Subject: 19RFP090419K-DB; Amend 2.pdf Veolia North

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 8
Certificate Pages: 6

AutoNav: Enabled
Envelopeld Stamping: Enable

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator:

Darlene Banks

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

darlene.banks@fultoncountyga.gov

IP Address: 74.174.59.4

Record Tracking

Status: Original

7/11/2025 7:02:37 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Darlene Banks

darlene.banks@fultoncountyga.gov

Pool: StateLocal

Signatures: 0

Initials: 0

Pool: Fulton County Government

Location: DocuSign

Location: Docusign

Signer Events

DARLENE BANKS

darlene.banks@fultoncountyga.gov Assistant Purchasing Agent

Fulton County Government Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signature

Completed

Using IP Address: 74.174.59.4

Timestamp

Sent: 7/11/2025 7:11:47 AM Viewed: 7/11/2025 7:14:16 AM

Signed: 7/11/2025 7:14:27 AM

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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Dian DeVaughn

dian.devaughn@futoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Joseph A. Tackett

joseph.tackett@veolia.com

President

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 6/18/2025 12:38:53 PM

ID: d843a456-649a-4e22-ba69-7a44476eb361

Sent: 7/11/2025 7:14:28 AM

Sent: 7/11/2025 7:14:28 AM Viewed: 7/11/2025 7:16:13 AM

Carbon Copy Events	Status	Timestamp
Brooke Morris	CORTER	Sent: 7/11/2025 7:14:29 AM
brooke.morris@veolia.com	COPIED	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/20/2025 4:19:59 AM ID: aecfe72d-b280-48a6-9923-925f036aebae		
David Clark	CODTED	Sent: 7/11/2025 7:14:30 AM
david.clark@fultoncountyga.gov	COPIED	Viewed: 7/11/2025 7:20:23 AM
Director		
Public Works		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/13/2017 10:07:14 AM ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732		
Kaye Burwell	CODIED	Sent: 7/11/2025 7:14:30 AM
kaye.burwell@fultoncountyga.gov	COPIED	
Deputy County Attorney		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/7/2025 12:28:45 PM ID: dcfc40c2-35bd-49b6-90f4-234a955e8a13		
Nikki Peterson		Sent: 7/11/2025 7:14:31 AM
nikki.peterson@fultoncountyga.gov	COPIED	
Chief Deputy Clerk to the Board of Commissioners		
Fulton County Government		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 10:39:37 AM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts		Sent: 7/11/2025 7:14:31 AM
harriet.thomas@fultoncountyga.gov	COPIED	
Chairman		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/11/2025 1:53:04 AM ID: 53f9c2ca-95a1-4932-acc8-6bf1888b85cf		
Tonya Grier	00000	Sent: 7/11/2025 7:14:32 AM
tonya.grier@fultoncountyga.gov	COPIED	
Clerk to the Commission		
Fulton County		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 3/16/2018 7:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Guinnary Events	Claius	rinicatanipa

Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	7/11/2025 7:11:47 AM		
Certified Delivered	Security Checked	7/11/2025 7:14:16 AM		
Signing Complete	Security Checked	7/11/2025 7:14:27 AM		
Completed	Security Checked	7/11/2025 7:14:32 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature	Electronic Record and Signature Disclosure			

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

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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

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 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.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I
 consent to receive from exclusively through electronic means all notices, disclosures,
 authorizations, acknowledgements, and other documents that are required to be provided
 or made available to me by Carahsoft OBO Fulton County, Georgia during the course of
 my relationship with you.