

SERVICES AGREEMENT

OPERATION AND MAINTENANCE SERVICES FOR THE ATLANTA FULTON COUNTY WATER TREATMENT FACILITY

This Services Agreement (“Agreement”) is entered into and effective as of 1st day, May, 2025, the “Effective Date”) between the AFCWRC of Atlanta (“AFCWRC”) and the Service Provider (“Service Provider”) set forth below.

Contract No. 24RFP0820K-DB	Contract Name: Operation and Maintenance Services for the Atlanta Fulton County Water Treatment Facility
Service Provider	AFCWRC
Name: Veolia Water North America – South, LLC/KHAFRA Operation Services, LLC, A Joint Venture	Atlanta Fulton County Water Resources Commission
Address: 14055 Riveredge Drive Suite 240 Tampa, Florida 33637	Address: 9750 Spruill Road Johns Creek, Georgia 30022
Phone: (412) 315-1820	Phone: (678) 942-2790
Email: jason.costa@veolia.com	Email: kcrews@afcwrc.com
Authorized Representative: Jason Costa, President	Authorized Representative: Kathy Crews, General Manager

1. Background.

1.1 The City of Atlanta (“City”) and Fulton County (“County”), each political subdivisions of the State of Georgia, jointly own and operate the North Fulton Water Treatment Plant (“Water Treatment Plant”) through the joint venture partnership called the Atlanta Fulton County Water Resources Commission (“AFCWRC”). The City and the County jointly share the operation and maintenance costs of the Water Treatment Plant. The AFCWRC desires to obtain from Service Provider the services (“Services”) described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by AFCWRC during the initial term of this Agreement is \$6,799,153.00 (Six Million Seven Hundred Ninety Nine Thousand One Hundred Fifty Three Dollars and No Cents), inclusive of the Lump Sum Price and Maintenance Ceiling Account (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth in the Fee Schedule included in **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement shall be ten (10) years. This Agreement shall commence on the Effective Date April 1, 2025, and end on December 31. 2035.

The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. AFCWRC shall have the right in its sole discretion to renew this Agreement for one (1) additional ten (10) year terms according to the following procedure:

2.2.1 If AFCWRC desires to exercise an option to renew, it will request authorization of such renewal by the AFCWRC prior to the expiration of the prior Term. The authorization will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

3. If such legislation is enacted, within five (5) days of such enactment, AFCWRC will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

4. Interpretation.

4.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

4.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A: Scope of Services and Compensation Terms
3. Exhibit B: Definitions
4. Exhibit C: Authorizing Legislation
5. Exhibit D: AFCWRC Security Policies
6. Exhibit E: Dispute Resolution Procedures
7. Exhibit F: Purchasing Forms
8. Exhibit G: Office of Contract Compliance Forms
9. Exhibit H: Insurance
10. Additional Contract Documents

5. Authorization. If applicable, this Agreement is authorized by legislation adopted by AFCWRC which is attached as **Exhibit C**.

6. Services.

6.1 Description of Services. Service Provider agrees to provide to AFCWRC the Services per this Agreement. **Exhibit A** sets forth the following: (a) the period of time during

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on **Exhibit A**, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

6.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

6.3 Change Documents.

6.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).² All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

6.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between AFCWRC and Service Provider which may or may not require additional authorization by AFCWRC;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between AFCWRC and Service Provider; and

(c) Unilateral Change Documents to the Agreement issued by AFCWRC involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents must be approved and executed by AFCWRC.

6.3.3 AFCWRC may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of AFCWRC’s Change Request, Service

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

6.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

6.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. AFCWRC shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of AFCWRC.

6.3.6 AFCWRC may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If AFCWRC and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request. Nothing in this Agreement shall, in the event of disagreement between AFCWRC and Service Provider concerning a proposed Change Request, or otherwise, prohibit AFCWRC from issuing a Unilateral Change Document to Service Provider, and AFCWRC and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

6.4 Suspension of Services. AFCWRC may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

7. Service Provider’s Obligations.

7.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

7.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement (“Service

Provider Authorized Representative”) and, such Person shall: (a) be a project executive and employee within Service Provider’s organization, with the information, authority and resources available to properly coordinate Service Provider’s responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

7.3 Qualifications. Upon AFCWRC’s reasonable request, Service Provider will make available to AFCWRC all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

7.4 Removal of Personnel Assigned to AFCWRC Contract. Within a reasonable period, but not later than seven (7) days after Service Provider’s receipt of notice from AFCWRC that the continued assignment to the AFCWRC Contract of any Service Provider Personnel is not in the best interests of AFCWRC, Service Provider shall remove such Service Provider Personnel from AFCWRC’s Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from AFCWRC’s Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

7.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of AFCWRC, which AFCWRC may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained AFCWRC’s prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain AFCWRC’s sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

7.6 Key Service Provider Personnel and Key Subcontractors.

7.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) Jason Costa, Regional President, Veolia Water NA – South, LLC;
- (b) Valentino Bates, P.E., President, KHAFRA; and
- (c) Wynn Morgan, Project Director, South Regional VP - Veolia.

7.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) Dorothy Clark Harris, President, D. Clark Harris, Inc.;

(b) Jeanne Simkins Hollis, CEO, Slater Infrastructure Group, LLC;
and

(c) Aaron Gray, President, Let us Love your Lawn, Inc.

7.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from AFCWRC.

7.7 Conflicts of Interest. Service Provider shall immediately notify AFCWRC in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. AFCWRC shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

7.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on AFCWRC property.

7.9 Security. Service Provider will, at all times, conduct all operations under this Agreement to minimize the risk of loss, theft, or damage by vandalism, sabotage or any other means to any Facility Equipment, materials, Services or other property at the Facility. Service Provider shall cooperate with AFCWRC on all security matters and shall comply with any security requirements established by AFCWRC. Compliance with these security requirements will not be construed as limiting, in any manner, Service Provider's obligations with respect to all Applicable Laws and its duty to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

7.10. Safety Requirements. Service Provider is responsible for performing all Services pursuant to all safety requirements. Service Provider shall appoint a project safety coordinator, subject to Owner's approval, who shall be responsible for accident prevention, whose name, contact information and position will be provided to AFCWRC. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Services, Service Provider shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

7.11. Emergencies. In the event of any emergency affecting or threatening the safety of persons or property, Service Provider shall act, at Service Provider's discretion, to prevent and/or mitigate threatened damage, injury or loss. Any additional compensation claimed by Service Provider on account of an emergency shall be determined as a Change.

8. AFCWRC's Authorized Representative.

8.1 Designation and Authority. AFCWRC designates the AFCWRC Authorized Representative named on page 1 of this Agreement (the "AFCWRC Authorized Representative")

who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of AFCWRC.

8.2 AFCWRC's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the AFCWRC Authorized Representative. The AFCWRC Authorized Representative may disapprove, if in the AFCWRC Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the AFCWRC Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

9. Payment Procedures.

9.1 General. AFCWRC will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

9.2 Invoices. Service Provider shall prepare and submit to AFCWRC invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in a form acceptable to AFCWRC and accompanied by all support documentation requested by AFCWRC. AFCWRC shall review for approval of said invoices. AFCWRC 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 AFCWRC, are reasonably in excess of the actual stage of completion. To the extent not set forth on **Exhibit A**, Service Provider shall invoice AFCWRC monthly for Services rendered.

9.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to AFCWRC within forty-five (45) days of receipt of the refund. Service Provider shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to AFCWRC at all reasonable times for inspection and copying.

9.4 Payment. AFCWRC shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by AFCWRC of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by AFCWRC. The 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 AFCWRC shall not be liable for any interest or penalty arising from late payments.

9.5 Disputed Charges. If AFCWRC in good faith disputes any portion of an invoice, AFCWRC may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. Payments withheld by AFCWRC will be released and paid to Service Provider 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 AFCWRC are satisfied. AFCWRC and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date AFCWRC notifies Service Provider of the disputed amount.

9.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by AFCWRC constitutes acceptance of any Services.

9.7 Payment of Other Persons. Prior to the issuance of final payment from AFCWRC, Service Provider shall certify to AFCWRC in writing, in a form satisfactory to AFCWRC, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

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

9.9 Adjustment to Payment:

- a. The Lump Sum Price, as set forth in the Fee Schedule, Exhibit C, will be subject to change only due to Changes in the Scope of Services and CPI index . The pricing formula for subsequent yearly CPI Adjustments will not include the Maintenance Ceiling amount and will be figured at 100% CPI. The CPI Adjustment or Reduction will be calculated as follows:
- b. As of January 1 (the "Adjustment/Reduction Date") of each year of the O&M Agreement, the Lump Sum Price for the year will become an amount equal to the Lump Sum Price which was applicable to the immediately preceding year, plus an amount equal to one hundred percent (100%) of the percentage increase or decrease in the Consumer Price Index (the "Index") for All Urban Consumers for the metropolitan Atlanta area, published by the United States Department of Labor Bureau of Labor Statistics during the calendar year preceding the Adjustment Date, multiplied by the Lump Sum Price for the preceding year. The percentage increase or decrease in the Index will be determined by comparing the

Index for the month of December immediately preceding the Adjustment Date to the Index for the month of December of the preceding year. Until such time as the adjustment/reduction has been computed, the Operator AGENT will continue to receive payment of the Lump Sum Price in the amount in effect for the preceding year, as it becomes payable in accordance with the O&M Agreement. When computed, the CPI Adjustment will be retroactive to the Adjustment Date and the additional amount or reduction with respect to the Lump Sum Price for which it was paid at the preceding year's rate will be paid to the Operator or credit to AFCWRC, in accordance with the O&M Agreement in the month immediately following the month in which the CPI Adjustment or Reduction for the applicable term is computed. If the Index is discontinued, such other governmental index or method of computation with which it is replaced or which is substantially comparable to the Index will be used. If the Index is revised such that Indexes for the December comparison dates are computed on different base years, the conversion factor published by the government will be used in making the adjustment or reduction computation.

10. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to AFCWRC that:

10.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.

10.2 Standards. Service provider acknowledges that it is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of its profession and further agrees that in the performance of the Services, will exercise such degree of care, learning, skill and ability as is ordinarily employed for such Services. The Services will be performed in a good workmanlike manner in accordance with the standards imposed by Applicable Laws and the practices and standards used in well managed operations performing services similar to the Services.

10.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

10.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or

workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

11. Compliance with Laws.

11.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

11.2 AFCWRC's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable AFCWRC socio-economic programs, including, but not limited to, AFCWRC's EBO and EEO Programs, and requirements in the performance of the Services.

11.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11.4 Violation; Penalties. Service Provider shall be responsible for all fines, penalties and damages that result from violations of any permits, regulations or other Applicable Law caused by or related to the negligent or willful misconduct of Service Provider or any of its agents, employees, Subcontractors, suppliers, materialmen or anyone acting under the direction or control of Service Provider. If AFCWRC is subjected to any fines, penalties or damages due to any such violations, Service Provider will submit payment in full for such amounts within thirty (30) days of receipt of notice from AFCWRC. AFCWRC reserves the right to offset such amounts from any amounts that may be due Service Provider for payment of Services.

12. Confidential Information.

12.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by AFCWRC, Service Provider will return any trade secrets to AFCWRC. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

12.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or

other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

13. Work Product.

13.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the AFCWRC under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the AFCWRC. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with AFCWRC or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to AFCWRC. Service Provider and its contractors grant the AFCWRC a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for AFCWRC under this Agreement.

13.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to AFCWRC, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to AFCWRC, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to AFCWRC during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

13.3 AFCWRC shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

13.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in AFCWRC by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to AFCWRC all rights, title and interest in the Work Product.

13.5 Without any additional cost to AFCWRC, Service Provider Personnel shall promptly give AFCWRC all reasonable assistance and execute all documents AFCWRC may reasonably request to enable AFCWRC to perfect, preserve, enforce, register and record its rights

in all Work Product. Service Provider irrevocably designates AFCWRC as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

14. Audit and Inspection Rights.

14.1 General.

14.1.1 Service Provider will provide to AFCWRC, and any Person designated by AFCWRC, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by AFCWRC. Service Provider shall provide full cooperation to AFCWRC and its designated Persons in connection with audit functions and examinations by regulatory authorities.

14.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

14.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

14.1.4 If any audit or inspection of Charges or Services reveals that AFCWRC has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to AFCWRC interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to AFCWRC by Service Provider.

14.2 Records Retention. Until the later of: (a) eight (8) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet AFCWRC's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than AFCWRC's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable AFCWRC to enforce its audit rights under this Agreement.

15. Indemnification by Service Provider.

15.1 General Indemnity. Service Provider shall indemnify and hold AFCWRC, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- (a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;
- (b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with AFCWRC or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);
- (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of AFCWRC;
- (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
- (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

15.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold AFCWRC Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or AFCWRC's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with AFCWRC regarding AFCWRC's preference in such event, either: (A) procure the right for AFCWRC Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on AFCWRC.

15.3 Notice of Claim. If an Indemnitee receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Service Provider 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 Indemnitee 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 Indemnitee from later asserting a different basis for indemnification. If an Indemnitee 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 Service Provider is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

15.4 Defense. Service Provider, at Service Provider'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 Service Provider (provided that in all instances the County Attorney of Fulton County Georgia and the City Attorney of the City of Atlanta shall be acceptable, and, for the avoidance of doubt, are the only counsel authorized to represent AFCWRC). If any such action, suit or proceedings should result in final judgment against the Indemnitee, Service Provider 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, Service Provider shall acknowledge in writing delivered to the Indemnitee (with a copy to the County Attorney and City Attorney) that Service Provider is defending the claim as required hereunder.

15.5 Separate Counsel.

15.5.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnitee and Service Provider in the defense of any action, suit or proceeding pursuant to Section 6.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnitee may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnitee (and, as applicable, Service Provider) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnitee shall solely represent such Indemnitee and, if applicable, Service Provider shall retain its own separate counsel, each at Service Provider's sole cost and expense.

15.5.2 Voluntary Separate Counsel. Notwithstanding Service Provider's obligation to defend a claim, the Indemnitee 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 Service Provider has complied with all of Service Provider's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnitee (provided that if Service Provider has not complied with all of Service Provider's obligations with respect to such claim, Service Provider shall be obligated to pay the cost and expense of such separate counsel). Service Provider may settle the claim without the consent or agreement of the Indemnitee, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnitee to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnitee, (ii) would require the Indemnitee to pay amounts that Service Provider or its insurer does not fund in full, (iii) would not result in the Indemnitee'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 AFCWRC (in which case the County Attorney of Fulton County, Georgia and the City Attorney of the City of Atlanta shall be the only counsel authorized to represent AFCWRC with respect to any such settlement).

15.6 Survival. The provisions of this Section 15 will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

16. Limitation of Liability.

16.1 General. THE MAXIMUM AGGREGATE LIABILITY OF AFCWRC HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

17. Insurance and Bonding Requirements. Service Provider 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.

18. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, AFCWRC may, at its option during such continuation,

terminate this Agreement, in whole or in part, without penalty or further obligation or liability of AFCWRC.

19. Termination.

19.1 Termination by AFCWRC for Cause. AFCWRC may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which AFCWRC provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any AFCWRC Ethics Ordinances.

19.2 Re-procurement Costs. In addition to all other rights and remedies AFCWRC may have, if this Agreement is terminated by AFCWRC pursuant to the above subsection entitled "**Termination by AFCWRC for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by AFCWRC in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If AFCWRC improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by AFCWRC for Convenience"**.

19.3 Termination by AFCWRC for Insolvency. AFCWRC may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

19.4 Termination by AFCWRC for Convenience. At any time during the Term of this Agreement, AFCWRC may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy

and AFCWRC's sole liability, AFCWRC will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to AFCWRC.

19.5 Termination for Lack of Appropriations. 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 AFCWRC 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 AFCWRC suspends performance pending the appropriation of funds.

19.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to AFCWRC all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by AFCWRC for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to AFCWRC, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by AFCWRC; (iv) comply with all other reasonable requests from AFCWRC regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19.7 Facility Personnel. In the event that this Agreement is terminated or not renewed, Service Provider shall give AFCWRC the first right to hire any of Service Provider's non-management personnel providing Services to the Facility.

20. Dispute Resolution.

20.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

20.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

20.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

21. Equal Employment Opportunity

During the performance of this Agreement, Service Provider agrees as follows:

21.1 Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

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

21.3 Service Provider 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.

22. General.

22.1 As-Is. The Facility shall be as-is. AFCWRC makes no representation or warranty with respect to the Facility, utilities, quantity or quality of the Facility, or any other condition at the Facility. Based on its review of the historical plant data, its inspections of the Facility, and other inquiries and investigations made by the Service Provider prior to executing this Agreement, which the Service Provider acknowledges to be sufficient for this purpose, the Service Provider assumes the risk of the quantities and quality of the Facility and understands the existing, "as is" condition of the Facility as such condition may affect and impact: (1) The quantity and quality of the water treated at the Facility in accordance with this Agreement; or (2) the ability of the Service Provider to comply with Applicable Laws and perform any of its other obligations hereunder. The Service Provider agrees that any latent or patent defect, flaw, error, inoperability, inadequacy or other condition or aspect of the Facility that exists as of the execution of this Agreement or that may be revealed during the Term of this Agreement shall not relieve Service Provider of its obligations under this Agreement.

22.2 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the AFCWRC's [insert address] , and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

22.3 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on AFCWRC unless executed in writing by the AFCWRC Authorized Representative.

22.4 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

22.5 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning AFCWRC, the Services or this Agreement without the prior written consent of AFCWRC.

22.6 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

22.7 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

22.8 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

22.9 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

22.10 Independent Contractor. Service Provider is an independent contractor of AFCWRC and nothing in this Agreement shall be deemed to constitute Service Provider and AFCWRC as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

22.11 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

22.12 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

22.13 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the

Contract Documents, except to the extent that AFCWRC is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY AFCWRC AND OF NO FORCE OR EFFECT.

22.14 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the authorization of the AFCWRC. Under Georgia law, Service Provider is deemed to possess knowledge concerning the AFCWRC's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the AFCWRC under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the AFCWRC under a contract that has not received proper authorization or if Service Provider provides goods or services to the AFCWRC in excess of the any contractually authorized goods or services, as required by the AFCWRC, the AFCWRC may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the AFCWRC, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the AFCWRC, however characterized, including, without limitation, all remedies at law or equity.

22.15 Wage. Service Provider shall agree that in the performance of this Agreement, Service Provider will comply with all lawful agreements, if any, which Service Provider has 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.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

ATLANTA FULTON COUNTY WATER RESOURCES COMMISSION

Signed by:
By: [Signature]
Chairperson
Atlanta Fulton County Water Resource
Commission

DocuSigned by:
By: [Signature: Kathy Crews]
General Manager
Atlanta Fulton County Water Resource
Commission

CITY OF ATLANTA

Mayor

ATTEST:

Municipal Clerk

(Affix Seal)

RECOMMENDED:

Commissioner, Department of
Watershed Management

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

City Attorney

FULTON COUNTY

Signed by:
[Signature: Robert L. Pitts]
Chairman
Fulton County Board of Commissioners

ATTEST:

Signed by:
[Signature]
Clerk to the Commission

(Affix Seal)

RECOMMENDED:

DocuSigned by:
[Signature: David Clark]
Director, Department of Public Works

APPROVED:

Signed by:
[Signature: Felicia Strong-Whitaker]
Chief Purchasing Agent

APPROVED AS TO FORM:

Signed by:
[Signature: Kaye Burwell]
Office of the County Attorney

SERVICE PROVIDER:

VEOLIA WATER NORTH AMERICA – SOUTH, LLC / KHAFRA OPERATION SERVICES, LLC, A JOINT VENTURE

Limited Liability Company:

Veolia Water North America-South, LLC

DocuSigned by:
By: Joseph A. Tackett
6945087BC2E5463...


Name: Joseph A. Tackett

Title: CEO

ATTEST:

Brooke Morris

Notary Public

(Affix Notary Seal) 

County: United States of America

My Commission Expires: 6/21/2028

Limited Liability Company:

KHAFRA Operation Services

Signed by:
By: Valentino T. Bates
8FB16B67AA5B4B7...

Name: Valentino T. Bates

Title: Managing Partner

ATTEST:

President

Notary Public Signed by:

(Affix Notary Seal)  al)

County: DeKalb

My Commission Expires: 4/2/28



EXHIBIT A

**SCOPE OF SERVICES AND ADDITIONAL
COMPENSATION TERMS**

Services include the complete management, operations, maintenance and repair of the water treatment facilities. The Service Provider shall provide the following:

A. All qualified operation, maintenance and management personnel (on-site, technical support, administrative, corporate, corporate support, professional services etc.)

B. All materials and consumables, including, but not limited to:

1. Chemicals
2. Fuel
3. Lubricants
4. Spare parts
5. Process laboratory supplies, reagents, and associated materials
6. All communication, computer and security systems at the treatment facilities pump stations
7. Office supplies
8. Office equipment and furniture
9. Computer hardware and software
10. All vehicles and all rolling stock required for the project
11. All safety equipment

C. Services required for the management, operation and maintenance of the treatment facilities. These services will include, but are not limited to:

1. Management
2. Process laboratory control sampling and testing
3. Sampling for permit required analyses
4. Computer system operation, maintenance and document management
5. Janitorial and custodial services
6. Upkeep and maintenance of all facility buildings
7. Purchasing
8. Site security
9. Grounds maintenance and landscaping services
10. Calibration and maintenance of all the flow meters
11. Sludge dewatering and disposal

D. Maintenance of all structures of Managed Assets, which includes:

1. Piping and equipment at the treatment facilities pump stations and managed assets.
2. Mechanical systems at the treatment facilities pump stations and managed assets.
3. Electrical systems at the treatment facilities pump stations and managed assets.
4. HVAC systems at the treatment facilities pump stations
5. All buildings and structures at the treatment facilities and pump stations..

E. Provision of utilities, including, but not limited to:

1. Telephone systems and Telephone service including local and distance services
2. Water
3. Cable and Satellite
4. Internet Services

General Description of Services

This section generally describes the Services required for this Agreement and is intended to provide an overview of the desired arrangements and division of responsibilities between the AFCWRC and the Service Provider.

The quantities stated in the RFP are based on AFCWRC's best estimate of present and forecasted use of these services. Service Provider acknowledges that both historical plant data and actual samples have been made available for Service Provider to independently project anticipated quantities.

The Service Provider must perform the following service, including but not limited to:

1. Staffing: Provide all personnel and other resources to efficiently operate and maintain the Facility in the long-term best interests of AFCWRC, consistent with Applicable Laws and to ensure no systematic failure or shutdown.
2. Provide and/or pay all wages, benefits, salaries to include shift differential, annual cost-of-living increase, retention bonuses, and incentives for certifications/licenses upgrades. Develop Employee Loyalty Initiatives for longevity employment opportunities.
3. Provide and/or pay for all consumables, materials, fuel, stipulated utilities including telephone, network services for the Local Area Network (LAN) including internet connection, SCADA system support and maintenance, Cybersecurity, software licenses and upgrades, and supplies necessary and proper to operate and maintain the Facilities.
4. Applicable Regulatory Requirements – Service Provider shall be required to comply with the following regulatory compliance requirements and practices in providing the Services under this Agreement (in addition to or inclusive of requirements necessary to comply with Applicable Laws):
 - A. Perform all necessary sampling and testing to ensure that facilities performance follows US EPA/GA EPD Safe Drinking Water Act.
 - B. Maintain daily bench operational logs and records.
 - C. Daily testing/analysis for the purpose of process and quality control
 - D. Maintain plant performance within the parameters of the SDWA, EPA/EPD Regulations/ Requirements, and AFCWRC Standard Operating Procedures (SOPs)
 - E. Provide to the Georgia EPD, information, notices and reports including EPD Monthly Operating Reports, sampling, and testing results, as necessary to enable the TLAFCWTP to comply with filing and reporting requirements of EPD.
 - F. Georgia EPD Safe Dam Regulations and recommendations from State Inspectors
 - G. Georgia EPD Clean Air Regulations
 - H. Georgia EPD Surface Water Withdrawal River Management Program.
 - I. AFCWTP 90MGD Raw Water Withdrawal and Operating Permits issued by Georgia Department of Natural Resources, Environmental Protection Division. (GA-EPD), and the U.S. Environmental Protection Agency (EPA).
5. Treat and supply water, up to the design capabilities of the Facility and provide uninterrupted operation and maintenance of the Facility in a cost-effective, safe and business-like manner in accordance with all Applicable Laws and best practices and industry standards.

6. Service Provider must furnish all labor; materials; supplies; equipment (computers workstations, printers etc., transportation, supervision; technical, professional, and other Services (garbage removal, etc.); and must perform all operations and maintenance necessary and required to properly provide Services relating to this Agreement.
7. Service Provider must provide complete operation and maintenance Services for the Facility.
8. Sludge Hauling and Dewatering Operations. The Service Provider will be responsible for treatment, dewatering, management, hauling and disposal of all sludge from the Facility in accordance with Applicable Laws. The Service Provider will be required to develop reports regarding solids removal pursuant to Applicable Laws and this Agreement.
9. Operate the Facility in an energy efficient manner, with the goal of reducing the use and demand for energy and promote environmental sustainability.
10. Procure, provide or cause to be procured and provided, in a timely manner all materials, supplies, bulk treatment chemicals and (except as expressly limited by the Agreement) fuel, utility services (including telephone and internet access), equipment and upgrades of facilities. Bulk chemical costs shall be paid by the Service Provider and reimbursed from the bulk chemical allowance amount included in the Payment section of the Agreement.
11. Provide SCADA system administration. This shall include server(s), individual workstation and printer integration as well as, overall SCADA system cybersecurity, preventative and corrective maintenance and repair program. The Service Provider shall be responsible for maintaining regular up-to-date backup copies of all electronic record work products, including software configurations, and PLC programming.
12. Provide local area network administration and Maintenance Operating System and Operational Process Software. Service Provider shall provide and maintain up-to-date technology for wired and wireless networks and upgrade as necessary, or as deemed necessary by the AFCWRC, to provide the fastest most reliable wired and wireless commercial network available. This shall include server(s), individual workstations and printer integration as well as complete Network system maintenance programs. The Service Provider shall be responsible for maintaining backup copies of all electronic records and work products. All hardware, software, data collected and stored will remain the property of AFCWRC. The Service Provider will be responsible for software and hardware upgrades. Upgrades shall be installed as necessary or as desired by the AFCWRC to ensure proper levels of service. At the end of the contract term, the databases and records shall be handed over to the AFCWRC for implementation as directed by the AFCWRC within 10 business days.
13. Service Provider shall create, keep, and maintain operation and maintenance data records and all data and records shall be property of AFCWRC.
14. Provide software licenses, upgrades and support for the following applications.
 - A. Maintenance Operating System
 - B. Particle Counter Data Collection Software
 - C. Operation Data Collection Software
 - D. Microsoft Office Suite
 - E. SCADA Software AVEVA- SCADA

15. Provide staffing of sufficient, qualified employees and certified personnel to operate and maintain the Facility 24 hours per day, 365/366 days per year pursuant to the service agreement. Said personnel shall be proficiently trained/certified in all operational, maintenance, process controls systems and components within the network to the component level. To include all drives, motors control relays, PLC's, communication hubs, switches, Etc.

The full-time staffing level, dedicated exclusively to this Agreement must be a minimum of 32 individuals.

A. The following minimum staffing shall be provided.

1. Operational Staff

- a. One (1) Plant Manager who shall be a certified Class I State of Georgia Licensed Water Treatment Plant Operator (LTPO)
- b. One (1) Assistant Project Manager who shall be a certified Class I State of Georgia Licensed Water Treatment Plant Operator (LTPO)
- c. Two (2) Supervisor who shall be certified as a Class I State of Georgia Licensed Treatment Plant (LTPO)
- d. Four (4) qualified personnel per shift of which at least one (1) per shift shall be certified as a Class I State of Georgia Licensed Treatment Plant (LTPO), and One (1) Relief LTPO. Total (9)
- e. One Quality Control Compliance Operator certified Class 1

2. Maintenance Staff

3. Two (2) Supervisors - (1) Mechanic and (1) Electrical/Instrumental Process Control
 - a. Qualified (appropriate trade licenses) personnel consisting of the following trades:
 - i. Mechanical Maintenance (3)
 - ii. High/Medium-Voltage Electricians (2)
 - iii. Instrumentation Technicians (2)
 - iv. General Duty Mechanics (3)
 - v. Grounds/Facility Maintenance(3)

4. Administrative Staff

- a. Administrative Assistant
- b. Safety Officer
- c. Asset Manager

B. Vacant positions must be filled within 45 days by certified personnel. All personnel classified as Service Provider In Training (OIT) must work with certified personnel and be licensed by the State of Georgia within twelve (12) months from date of hire. OIT do not count toward the satisfaction of minimum staffing levels

C. The General Manager must be provided a monthly staffing summary. The Service Provider must provide AFCWRC with all certifications for all affected employees.

D. The Service Provider must provide staffing dedicated solely to the operation and maintenance of the Facility, and may not provide staffing from other Facility such that there is an overlap of any staff member to more than one (1) facility. In other words, the

Service Provider will not be permitted to utilize staff members that may be assigned to another similar facility in the Metropolitan Atlanta area or elsewhere to provide services relative to the Facilities which are the subject of the O&M Agreement.

- E. Conduct all routine and normal maintenance of plant equipment, buildings and grounds, and furnish required repair parts and materials. Plant tools, equipment and lab supplies must be inventoried and replacements provided by the the Service Provider semi-annually.
17. The Service Provider shall perform all corrective, predictive, preventive and routine maintenance and repair of the facility including: maintenance of the grounds, facilities, buildings and other structures comprising the system at a level adequate for the efficient, long-term reliability and preservation thereof, including maintaining the building, grounds and landscaping in an aesthetically attractive and clean condition and so as to maximize the useful life and functional purpose of such assests.
 18. Provide an irrevocable letter of credit in a form acceptbale to the AFCWRC.
 19. Provide the General Manager with universal cell phone service with phone not to exceed \$200.00 per month.
 20. Provide an annual allowance for gas/fuel for AFCWRC vehicle.
 21. Provide the General Manager with a \$1,000.00 annual petty cash fund.
 22. Enforcement of existing equipment warranties and guarantees and maintenance of all warranties on new equipment purchased after the effective date of the Agreement. The Service Provider must specifically maintain and operate all equipment at the Facility in such a manner so as not to void any existing warranties that may be applicable to Facility Equipment or warranties that may be obtained with Equipment procured by Service Provider during the term of the Agreement. If Service Provider's actions are such that any warranty on existing Equipment or Equipment procured during the term of the Agreement is voided, Service Provider will be required, at its own expense and not out of compensation that may be payable under the Agreement, to re-procure conforming equipment with a new warranty equal to or greater than the applicable voided warranty.
 23. Service Provider shall generate, sign as Service Provider and provide to the AFCWRC as necessary to enable the ARCWRC to comply with all filing and reporting requirements imposed upon the ARCWRC under applicable Law. In accordance with protocols as may be established by the AFCWRC, assist the AFCWRC in responding to and, upon the request of the AFCWRC, respond to various external requests including :
 - A. State and Federal grant audits and information request;
 - B. State and local government audits;
 - C. Audit by independent public accountants;
 - D. Information requests by users or groups of plant system;
 - E. Information required for the annual financial audits of the AFCWRC and financial representation letter; and
 - F. Georgia Open Records Act requests.

24. Provide an annual list of recommended Capital Improvements, including estimated costs and plans for implementation, to the General Manager by August 1st of each year, or such other date as may be directed by AFCWRC. Upon request by AFCWRC, Service Provider shall provide such list twice per year (February 1st and August 1st).

25. Immediately notify the General Manager or duly appointed AFCWRC representative of any incidents, activity, problem or circumstance that threatens or affects the drinking water supply or health, safety or welfare of the users of the drinking water supply.

This notification must be made via telephone to the General Manager or duly appointed AFCWRC representative immediately, and must be followed up with a detailed written report to the General Manager or duly appointed AFCWRC representative within 24 hours of the occurrence. Telephonic communication to the General Manager will be satisfied only when the General Manager or duly appointed AFCWRC representative is contacted personally. Voice mail messages to the attention of the General Manager or duly appointed AFCWRC representative will not satisfy this telephonic notice requirement.

26. Operate and maintain two distribution surge suppressor systems off site. The City of Atlanta and Fulton County each own one of these two systems. These surge suppression tanks are located at the intersection of Old Alabama Road and Haynes Bridge Road, adjacent to the Johns Creek Fire Department entrance Road. Corrective maintenance and repairs to these systems are not included under this scope of work. All corrective/improvements will be funded by City/County.

27. Monitor and control levels of two raw water storage reservoir(s) and distribution storage tanks, as part of the Facility:

Reservoirs

350 MG ~ Reservoir #1

450 MG ~ Reservoir #2

Distribution Elevated Tanks

City of Atlanta

Jett Ferry #1

Jett Ferry #2

Pitts Road

Sandy Springs

Fulton AFCWRC

Alpharetta #1

Alpharetta #2

Freemanville

Hackett #1

Hackett #2

Hembree #1

Hembree #2

Jones Bridge #1

Jones Bridge #2

Bethany Road/Hwy9 #1

Bethany Road/Hwy9 #2

28. Service Provider will monitor Reservoirs No. 1 & 2 daily, perform inspections with reports/pictures quarterly per Georgia Safe Dams rules and regulations. Service Provider will maintain Reservoirs No.1 & 2, instruments/meters, specifically including grounds keeping of the embankments, maintenance of fence, monitoring and assessing sedimentation.

3.3.1 PROGRAMS AND PROCEDURES

The Service Provider must develop and implement the following programs and procedures:

- a. Security, facility I.D. badges, and emergency response plan.
- b. Operation, maintenance management program, including documentation of preventative, routine and corrective maintenance.
- c. Public Relations and Community Involvement programs
- d. On-going training programs, both classroom and hands-on, for all personnel
- e. On-going safety programs, including but not limited to audits, training drills, etc.

Service Provider shall provide AFCWRC within 45 days of the commencement of the Agreement written documentation (to the extent not already in existence) outlining in detail the foregoing programs/procedures (Standard Operating Procedures, Safety Program, Emergency Response Plan etc.) for approval. Service Provider shall operate within existing programs until any submitted modifications are approved.

3.3.2 SAMPLING AND TESTING OVERVIEW

AFCWRC considers maintaining regulatory compliance requirements, the most critical objective regarding operations of the Water Treatment Plant. The Service Provider will establish a Sampling Plan for the purpose of maintaining regulatory compliance. The Service Provider will continue regulatory compliance sampling and testing currently performed at AFCWTP that meets all regulatory compliance and contractual requirements in accordance with Applicable Laws. The Service Provider will consult AFCWRC General Manager to clarify issues as necessary. The compliance sampling procedures will be integrated with other related procedures, to form the comprehensive operations and maintenance management strategy for the Atlanta Fulton County Water Treatment Plant.

3.3.2.1 Sampling and Testing Locations

1. AFCWRC, has identified the following minimum compliance and related sampling and testing.
 - o Perform all necessary sampling/testing to ensure that Facility performance follows state, federal and other Applicable Laws.
 - o Daily testing/analysis for the purpose of process control within the AFCWRC parameters are the sole responsibility of the Service Provider.
2. Process Control – Sampling and testing of various treatment processes and frequencies determined by operations personnel and general industry practice to ensure consistent efficiency and effectiveness of treatment system.

3.3.2.2 Sampling and Testing Standards

A written Quality Assurance (QA) plan covering all Sampling Operations shall be developed by the Service Provider and shall be in full compliance with the Ga EPD State Safe Drinking Water Act and Applicable Laws. Copies of the QA Plan will be readily available at the Water Treatment Plant.

At a minimum, the QA/QC Plan should maintain detailed information on the following:

1. A description of sampling protocols, sample chain of custody procedures, sample preservation, storage and holding times for sample analysis. These standards shall match the standards required by AFCWRC.
2. A statement of policies covering the following:
 - a. Sampling Instrument and equipment maintenance.
 - b. Operations service logs.

Specific quality control acceptance criteria and corrective action procedures shall be contained in written methods of analysis or Standard Operating Procedures (SOPs). These and other sampling and testing SOPs shall be maintained by the Service Provider.

AFCWTP FACILITY PERFORMANCE GUARANTEES

3.3.3 SERVICE PROVIDERS RESPONSIBILITIES FOR PERFORMANCE GUARANTEES

Treatment Guarantees

3.3.1 Applicable Law Limits

Except as expressly stated otherwise in the Agreement, the Service Provider shall operate the Facility on a continuous, uninterrupted 24-hour per day, 7-day per week, 52 weeks per Year basis so as to provide treated drinking water in compliance with the requirements of Applicable Law.

3.3.2 Treatment Requirements

Facility Permit Production Limits: the Service Provider does not exceed the production limit of 90 MGD with 24 filters @ 4.1 gpm/sq ft during a twenty four hour period (starting from 0000 to midnight 2400 hours).

Nation Primary Drinking Water Standards (NPDWS): the Service Provider shall operate the Facility so as to achieve compliance with all applicable NPDWS limits and treatment techniques.

- Turbidity: the Finished Treatment water shall not have a turbidity in excess of 1.0 NTU
- Taste & Odor: the finished Treatment water shall not contain taste or odors
- Corrosiveness: the finished Treatment water shall contain phosphate for corrosion control
- Chlorine Residual: the finished treated water shall continuously chlorinate to meet distribution requirement at furthest point.
- Fluoridation: the Drinking Water shall receive continuous fluoridation.

3.3.4 RAW WATER WITHDRAW REQUIREMENTS

The Service Provider shall not withdraw more than 90.0 MGD from the raw water intake during a 24-hour period. The monthly withdraw average shall not exceed 90.0 MGD.

3.3.5 REPORTING REQUIREMENTS

Surface Water Withdrawal Report: the Service Provider shall submit a monthly report to the General Manager by the 8th day of each month which summarizes the daily surface water withdrawn from the previous month.

Operating Report: the Service Provider shall submit a monthly operating report to the General Manager by the 5th day of each month.

3.3.6 SERVICE FEE REDUCTIONS FOR TREATMENT GUARANTEE VIOLATIONS

Service Provider shall be responsible for all regulatory penalties and cost related to violations. Except to the extent the Service Provider is excused under the Agreement, the Service Fee shall be reduced in the amounts set forth below for the Permit Violations and reporting violations indicated:

- (1) For each Facility Permit Production Limit or Raw Water Withdraw Limit violation: \$25,000
- (2) For each NPDWS violation: \$10,000
- (3) For each Turbidity, Taste and Odor, Corrosiveness
- (4) Chlorine Residual Violation: \$25,000.
- (5) For each Fluoridation violation: \$25,000.
- (6) For each Reporting violation: \$10,000.
- (7) For each failure of the Service Provider to report any Permit Violation: \$20,000.
- (8) Service Provider shall be responsible for (a) all the fines, regulatory penalties and other related cost for the first offense, (b) fines, regulatory penalties and related cost for second offense along with 10% of the total service fee reduction for three consecutive months; (c) fine, regulatory penalties and notice of default for the third offence.

3.3.7 FAILURE TO MEET TREATMENT REQUIREMENTS

Failure to meet Facility Permit Requirements for two consecutive months constitutes an event of default by the Service Provider unless caused by unconditional circumstances or AFCWRC fault.

3.3.8 MAINTENANCE GUARANTEE & PENALTY

Service Provider shall maintain each Managed Asset to ensure a minimum of 90% equipment availability for each individual system, e.g.: Raw Water Intake, Coagulation and Flocculation, Sedimentation and Thickening, Filtration and Backwashing, Chemical Feed Systems, Solids Handling, etc. All out-of-service equipment must be repaired/ replaced and placed back in service within 60 days.

1. Failure to meet the minimum limits for two consecutive months shall constitute non-compliance of performance guarantees.
2. Failure to meet the requirements for two consecutive months, twice in six-month period may result in a reduction in service fee in an amount up to 10% of the total contract amount. The reduction in the service fee shall continue until the minimum limits have been met for three consecutive months.

3. Failure to meet the limits for two consecutive months, three times in twelve months may result in default of terms and conditions of the contract.
4. Failure to comply with the 60 days limit for repair/ replaced may result in a reduction of service fee equal to 25% reasonable repair cost for each month equipment is out of service. Failure to restore equipment within 120 days may result in remediation and a reduction in the service fee two times of the cost of repair for the equipment out of service. Service reduction fee shall be prorated for the equipment out of service period.

3.3.9 OPERATIONAL STANDARDS

The Service Provider will be required to provide uninterrupted, economical water treatment for finished water production and distribution. The Service Provider will withdraw raw water and treat to produce finished water in accordance with Applicable Laws.

3.3.9.1 Protocol, Policies and Standard Operating Procedures

The Service Provider shall keep the AFCWRC informed at all times of the status of major projects; non-routine tasks/activities, and major decisions as they are made, and as they relate to the execution of contracted services.

The Service Provider shall establish and implement written protocol, policies and procedures that comply with all standards and requirements of the Agreement, and shall conduct an annual review of its protocol, policies and procedures. All such protocol, policies and procedures shall address the AFCWTP Facilities, the management staff, the technical staff and the administrative staff.

A draft of the protocol, policies and procedures shall be submitted to the AFCWRC for review and approval within sixty (60) days after Notice of the Award and must be implemented within 30 days after the AFCWRC's approval.

A yearly revision shall be due on 31st of January.

3.3.9.2 Continued Educational Training

The Service Provider must provide continued education in modern water treatment plant operation, maintenance and safety standards as described in Scope of Services.

3.3.9.3 Emergency Services

The Service Provider will be responsible for developing Emergency Response and Disaster Preparedness Plan for the Facility, and all other related Facilities Plans as required for Federal/State agencies.

All emergencies will be reported verbally as required by this section, with particular attention to minimize the elapsed time between the call for assistance and the arrival of trained personnel and the need for corrective action. A written report of any emergency situations shall be submitted to the AFCWRC General Manager, or duly appointed representative within five working days.

In the event of any personal injury accident in connection with the Agreement, the Service Provider must verbally notify the General Manager immediately and provide all known facts regarding the accident. A written report of any personal injury will be submitted to General Manager O&M Agreement Administrator within five (5) working days of the incident as described in this section.

The Service Provider shall notify the General Manager and all other required Authorities when a reportable SDWA (Safe Drinking Water Act) operational violation has occurred. The General Manager shall be notified within one (1) hour of knowledge by the Service Provider. Service Provider shall review all current permits and US/EPA and GA/EPD current SDWA for monitoring and reporting requirements.

3.3.9.4 Job Safety

Service Provider shall develop a safety plan and initiate a program to comply with all provisions applicable to the Occupational Safety and Health Act, as enforced by the U.S. Department of Labor and to require all employees to comply with the law and all regulatory State and/or local laws affecting job safety.

3.3.9.5 Hazardous Waste Disposal

The Service Provider shall be responsible for the proper storage, removal and disposal of all hazardous materials generated during the treatment and /or operation and maintenance of the facilities, as “Hazardous Materials” is defined by Applicable Laws. Such removal and disposal shall be in accordance with all Applicable Laws. The Service Provider shall maintain records on all hazardous materials, chemicals and waste products. The records shall contain the material’s origins, use, transportation and ultimate distribution and disposal. The Service Provider shall provide training and management in accordance with laws and EPA regulations for employees in contact with and/or handling hazardous materials.

The Service Provider shall hold the AFCWRC free of liability for all actions relating to Hazardous Materials disposal.

3.3.9.6 Laboratory Analyses

The Service Provider shall be responsible for daily analyses performed for the purpose of process control. The Service Provider will be responsible for laboratory analysis to meet compliance of Operations Permits. The Service Provider will collect all samples for permit compliance monitoring.

3.3.9.7 Professional/Public Relations

The Service Provider shall be required to develop a Public Relations Plan within 45 days of commencement date.

The Service Provider must maintain professional, responsible, and responsive working relationship with the staff of AFCWRC, City of Atlanta and Fulton County, State and Federal

regulatory authorities; suppliers of materials, utilities and services; the media and the public. The Service Provider is required to participate in Public Meetings as required by the AFCWRC.

The Service Provider shall be required to be a Corporate Member of the Georgia Association of Water professionals to foster professional relationships within the industry.

3.3.9.8 Security

The Service Provider shall be responsible for security for all facilities and maintain security systems including system hardware and software. Upgrades to the system shall be installed as necessary or as desired by the AFCWRC to ensure proper levels of service. The Service Provider shall be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism, theft, or malicious mischief of third parties.

The Service Provider shall give immediate notice of losses, take timely steps to mitigate extent of damages, *i.e.* preserve undamaged property, emergency measures; and present to General Manager an estimated damage repair costs within 30 days of an incident.

3.3.9.9 Maintenance Ceiling Account

The Service Provider shall preserve the Facility and insure long-term reliability and efficiency of the Facility, pursuant to Operation and Maintenance Standards.

Service Provider should take into account the level of commitment envisioned by the AFCWRC to undertake such repair and replacements. Service Providers shall address in their proposals how they intend to apply these budgeted amounts and how such budgets will be used to improve the Facility.

All maintenance and repairs performed under the Maintenance Ceiling Account shall be in accordance with the Operation and Maintenance Standards and Facilities Plans.

3.3.9.10 Transition of Service

Service Provider shall be required to commence services pursuant to this Agreement by January 1, 2025 and implement the Transition Plan for the purpose of transitioning into the provision of Services under this Agreement. Service Provider shall have a sixty (60) days transition period for the purpose of allowing Service Provider to familiarize itself with the Facility to ensure smooth and uninterrupted transition of Services.

Service Provider shall provide staff onsite on January 1, 2025, for two months transition and familiarize with the Facility for the transition to be completed no later June 1, 2025.

The Service Provider shall comply with the Exit Plan portion of the Transition Plan in the event of the termination or non-renewal of this Agreement. If the Agreement is terminated or not renewed, all Services shall continue to be provided by the Service Provider during a transitional period of up to 12 months, as may be directed by AFCWRC. During the transitional period, the terms and conditions of the Agreement will apply.

3.3.10 REPORTS AND DOCUMENTATION

All reports, information, data, or other documents given to, prepared by or assembled by the Service Provider under this Agreement is the property of AFCWRC and shall be kept confidential and shall not be made available to any individual or organization by the Service Provider without prior written approval by the AFCWRC designated contract administrator. For the duration of this Agreement, all records generated by the Service Provider while performing Services in accordance with this Agreement shall be open to inspection and audit by AFCWRC, or any person designated by AFCWRC.

3.3.11 AFCWRC RESPONSIBILITIES:

1. Provide all land, installed equipment, capital improvements, building, Structures, and facilities under its ownership and presently located at the facility sites and all process equipment as specified in the Vendor Information Package. All such items shall be and remain the property of AFCWRC. Any and all equipment installed and provided by AFCWRC at the beginning of the agreement remains the property of AFCWRC.
2. Obtain and maintain existing easements, licenses, and permits.
3. Procure, construct, fund and manage all Capital Improvements, including capital expenditures for expansion, upgrade, and replacement of the Facility.
4. Perform all functions and retain all responsibilities and obligations related to the sites not expressly assumed by the Service Provider.
5. Have title to and right to inspect and copy operation, maintenance, laboratory records, and other related records to include any electronic records developed by the successful Service Provider in performance of the Agreement.
6. Electricity, gas, site water, and pest control service will be the responsibility of AFCWRC.

COMPENSATION

Services provided under this Agreement for the initial term is \$6,799,153.00 (Six Million Seven Hundred Ninety Nine Thousand One Hundred Fifty Three Dollars and No Cents), inclusive of the Lump Sum Price and Maintenance Ceiling Account (Maximum Payment Amount”). Table 2.1-1 below provides the detailed elements and associated cost for the First Year of Service:

Table 2.2-1: Cost Proposal Form Year 1: Operations, Maintenance and Management Fee	
ELEMENT	COST
Labor (wages & overhead)	\$3,558,494
Utilities (Telephone)	\$35,574
Repair & Maintenance Ceiling	\$305,000
Supplies, categorized	\$136,999
Miscellaneous, categorized	\$653,938
Bulk Treatment Chemicals	\$1,502,302
TOTAL YEAR 1 SERVICE ESTIMATE	\$6,192,307
Veolia/Khafra Profit and Overhead	\$606,846
VEOLIA/KHAFRA TOTAL COST (including Profit and Overhead of 9.8%)	\$6,799,153

The Table below details the annual cost for Years 1 - 10 . Years 2 - 10 ** assumes a CPI of 3%, actual annual contract value will be based on the CPI for the year

Year 1 (April 1, 2025 - March 31, 2026)	\$6,799,153.00
Year 2 (April 1, 2026 - March 31, 2027)**	\$7,003,127.59
Year 3 (April 1, 2027 - March 31, 2028)**	\$7,213,221.42
Year 4 (April 1, 2028 - March 31, 2029)**	\$7,429,618.06
Year 5 (April 1, 2029 - March 31, 2030)**	\$7,652,506.60
Year 6 (April 1, 2030 - March 31, 2031)**	\$7,882,081.80
Year 7 (April 1, 2031 - March 31, 2032)**	\$8,118,544.25
Year 8 (April 1, 2032 - March 31, 2033)**	\$8,362,100.58
Year 9 (April 1, 2033 - March 31, 2034)**	\$8,612,963.60
Year 10 (April 1, 2034 - March 31, 2035)**	\$8,871,352.51

EXHIBIT B

DEFINITIONS

The following terms and acronyms will have the following meaning:

Acronym or Term	Name or Definitions
Addendum	Revision to the RFP documents issued by the County prior to the receipt of proposals.
AFCWRC	Atlanta Fulton County Water Resources Commission and its authorized representatives
TLAFCWTP	Tom Lowe Atlanta Fulton County Water Treatment Plant
Agreement	Refers to the executed contract between the County and Contracting Entity.
Capital Modification	A physical expansion or improvement to the Facility, including without limitation, the procurement and installation of additional improved facilities, equipment, which impose an increased cost above the Maximum Payment Amount. Capital Modification does not include a Corrective Maintenance or Preventative Maintenance.
Charges	The amounts payable by AFCWRC to Service Provider under this Agreement
City	City of Atlanta and its authorized representatives
CMMS	Computer Maintenance Management System. VAMS Software (Correction made)
Contract Documents	Includes the Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.
Corrective Maintenance	Non-routine maintenance and repair activities that are required for operational continuity, safety and to avoid operational failure of the Facility or Facility Equipment or to avoid a permit violation.
County	Fulton County Government and its authorized representatives
Contact Person	Purchasing staff designated by the Fulton County Department of Purchasing & Contract Compliance to submit any questions and/or clarifications to.
Contracting Entity	Any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into a contractual Agreement with the AFCWRC. This excludes subcontractors/sub-consultants.

Day(s)	A calendar day of twenty-four (24) hours lasting from midnight one (1) days to midnight the next day.
Equipment	All items of tangible personal property and fixtures owned or leased by AFCWRC and used for the operation of the Facility as of the effective date of this Agreement or as may be acquired by AFCWRC (or by Service Provider on AFCWRC’s behalf) during the term of this Agreement.
Force Majeure Event(s)	Acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God. “Force Majeure Event(s)” may also be referred to as “Uncontrollable Circumstance(s)” in the Contract Documents.
GAAP (or “Generally Accepted Accounting Principles”)	A set of standards established by the Financial Accounting Standards Board (FASB) for the consistent reporting of financial data and preparation of financial statements.
Lump Sum Price	The lump sum amount of compensation Service Provider is entitled to during each year of the Initial Term and any renewal term of this Agreement, for providing the Services under this Agreement, subject to any adjustments or deductions allowed by this Agreement, as further defined in the Fee Schedule.. Lump Sum Price does not include payment for any items included in the Maintenance Ceiling Account.
Maintenance Ceiling Account	The total dollar budget requirement of Operator during a 12-month period for Preventative Maintenance and Corrective Maintenance. Operator must repay to Owner at the end of each year all unexpended dollars in that year’s Maintenance Ceiling Account. The amount of the Maintenance Ceiling Account for each year of the Initial Term of this Agreement will be determined during negotiations and included in the final contract plus an adjustment or reduction based upon the Adjustments provided for in this Agreement, beginning in year two of the Agreement.
Managed Assets	All or any portion of the Atlanta Fulton County Water Treatment Plant, and Raw Water Pumping Station.
Offeror	The entity of individual submitting a proposal in response to this RFP.
Owner	Atlanta Fulton County Water Resources Commission
Party or Parties	AFCWRC and/or Service Provider and their respective agents, employees, representatives, successors and assigns.

Person	Individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.
Preventative Maintenance	The costs of those routine and/or repetitive activities required by Facility Equipment, pursuant to Equipment manufacturers specifications, warranties or operational standards to maximize the service life of the Facility and Facility Equipment.
Proposal	The document submitted by the offeror in response to this RFP.
Proposer	The entity or individual submitting a proposal in response to his RFP.
Request for Proposal (RFP)	All documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.
Responsible Offeror	A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.
Responsive Offeror	A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
Scope of Work	All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
Subcontractor/Sub-Consultant	An individual, firm, corporation or any combination thereof having a direct contract with Consultant/Contractor for the performance of a part of the work.
Service Provider	Any firm, partnership, corporation, joint venture, LLC or any combination thereof that enters into a contractual Agreement with the AFCWRC. This excludes subcontractors/sub-consultants.
Service Provider Personnel	Refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.
Third Party	A person other than the parties.

EXHIBIT C
AUTHORIZING LEGISLATION

EXHIBIT D
AFCWRC SECURITY POLICIES

AFCWRC SECURITY POLICIES

The Service Provider will, at all times, conduct all operations under this Agreement according to Good Industry Practices and Government Requirements relative to this Agreement in order to minimize the risk of loss, theft, or damage by vandalism, sabotage or any other means to any Facility Equipment, materials, Services or other property at the Facility. Service Provider shall cooperate with AFCWRC on all security matters and shall comply with any security requirements established by AFCWRC. Compliance with these security requirements will not be construed as limiting, in any manner, Service Provider's obligations with respect to all applicable Governmental Requirements and its duty to undertake reasonable actions to establish and maintain secure conditions at any jobsite. Upon written notice from Owner, Service Provider shall indemnify Owner for any fines or other costs and penalties associated with a violation of a Government Requirement.

AFCWRC shall comply with all security requirements.

The Service Provider shall be responsible for the security for all facilities and maintain security systems including system hardware and software. Upgrades to the system shall be installed as necessary or as desired by the AFCWRC to ensure proper levels of service. The Service Provider shall be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism, theft, or malicious mischief of third parties.

The Service Provider shall give immediate notice of losses, take timely steps to mitigate the extent of damages, *i.e.* preserve undamaged property, emergency measures; and present to General Manager an estimated damage repair costs within 30 days of an incident.

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from AFCWRC or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to AFCWRC. If the Service Provider fails to give timely notice as required by this subsection or if the Service Provider commences any alleged additional work without first providing notice, the Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice should include sufficient information to advise AFCWRC of the circumstances, giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such a request. Within ten (10) days of the date that the Service Provider's written notice to AFCWRC is required under the subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Service Provider and AFCWRC each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally, Service Provider Authorized Representative and Authorized AFCWRC Representative, upon the request of either party, shall meet as soon as possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If AFCWRC and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

EXHIBIT F

PURCHASING FORMS

EXHIBIT G
OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT H

INSURANCE

+

EXHIBIT C
AUTHORIZING LEGISLATION



Fulton County

Legislation Details (With Text)

File #: 25-0533 **Version:** 1 **Name:**

Type: CM Action Item - Health and Human Services **Status:** Passed

File created: 6/10/2025 **In control:** Board of Commissioners

On agenda: 8/6/2025 **Final action:** 8/6/2025

Title: Request approval to correct Agenda Item 25-0106 to correct the not to exceed amounts for Years 1 - 5 for the Atlanta-Fulton County Water Resources Commission (“AFCWRC”) Contract, 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility (owned jointly between the City of Atlanta and Fulton County) with Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA). Effective upon BOC approval. (HELD ON 7/9/25) (APPROVED)

Sponsors:

Indexes:

Code sections:

Attachments: 1. AFCWRC-Proposal-and-Contract-Updated-Pricing-Information-6-11-2025.pdf, 2. 25-0533 Exhibit 2 - Annual Costs Years 1 -10

Date	Ver.	Action By	Action	Result
8/6/2025	1	Board of Commissioners	approve	Pass

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to correct Agenda Item 25-0106 to correct the not to exceed amounts for Years 1 - 5 for the Atlanta-Fulton County Water Resources Commission (“AFCWRC”) Contract, 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility (owned jointly between the City of Atlanta and Fulton County) with Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA). Effective upon BOC approval. **(HELD ON 7/9/25) (APPROVED)**

Requirement for Board Action

Pursuant to O.C.G.A. Sec. 36-10-1, all contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes; The BOC has the authority to amend the contract pursuant to Fulton County Code (“FCC”) § 102-420, which states that contract modifications within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the BOC for approval.

Strategic Priority Area related to this item

Health and Human Services

File #: 25-0533, **Version:** 1

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: Fulton County, Georgia is a co-owner of the Atlanta-Fulton County Water Treatment Facility (a.k.a. Tom Lowe) and this contract will provide operation and maintenance services for this facility. This operation and maintenance services provided under the contract include the raw water intake pumping station, raw water transmission mains, raw water reservoirs, sludge dewatering and disposal, clearwells, finished water pump station, maintenance building, administrative building, and environmental water features and grounds.

On February 5, 2025, the Board of Commissioners approved Agenda Item 25-0106. On March 18, 2025, the City of Atlanta approved legislation 25-R-3221. On April 22, 2025, the Department of Purchasing & Contract Compliance forwarded the contract via DocuSign for contract execution. On May 2, 2025, the County was notified by the Contractor that the costs approved did not include the Contractor’s overhead and profit. The County notified the General Manager for the AFCWRC facility and it was determined that the cost for overhead and profit was not included by inadvertence and would need to be negotiated with the Contractor. The negotiations were conducted and the not to exceed amounts for Years 1-5 were agreed to by all parties; namely, the Atlanta Fulton County Water Resource Commission, City of Atlanta and Fulton County.

See the table below for Corrected Year 1 - 5 costs. Years 2 - 5 ** assumes a CPI of 3%, actual annual contract value will be based on the CPI for the year

Year 1 (April 1, 2025 - March 31, 2026)	\$6,192,307.00	\$6,799,153.00
Year 2 (April 1, 2026 - March 31, 2027)**	\$6,378,976.21	\$7,003,127.59
Year 3 (April 1, 2027 - March 31, 2028)**	\$6,569,418.50	\$7,213,221.42
Year 4 (April 1, 2028 - March 31, 2029)**	\$6,969,496.08	\$7,429,618.06
Year 5 (April 1, 2029 - March 31, 2030)**	\$7,178,580.97	\$7,652,506.60

Fiscal Impact / Funding Source

Funding Line 1:

431-540-5491-1160: At//Fulton Water Resource Comm, Public Works, Professional Services
 \$6,799,153.00

**CITY COUNCIL
ATLANTA, GEORGIA**

25-R-3837



A RESOLUTION BY COUNCILMEMBER ANDREA L. BOONE TO AMEND RESOLUTION 25-R-3221, ADOPTED BY THE ATLANTA CITY COUNCIL ON MARCH 17, 2025, AND APPROVED PER CITY CHARTER SECTION 2-403 ON MARCH 18, 2025, TO CLARIFY THE NOT TO EXCEED AMOUNT OF THE CONTRACT AND THE CITY’S SHARE OF THAT COST; AND FOR OTHER PURPOSES.

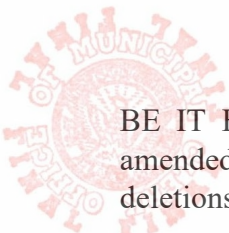
WHEREAS, in accordance with Resolution 25-R-3221, the City of Atlanta ("City") entered into 24RFP0820K-DB Operation and Maintenance Services for The Atlanta-Fulton County Water Treatment Facility, owned jointly by the City Of Atlanta and Fulton County, with Veolia Water/Khafra Operations Services, LLC, A Joint Venture for a term of ten (10) years with one (1) ten-year renewal option, to be exercised at the City’s sole discretion, in an amount not to exceed Twenty Four Million One Hundred Thirty-Three Thousand Five Hundred Forty-Two Dollars and Sixty-Four Cents (\$24,133,542.64); and

WHEREAS, in Resolution 25-R-3221 inadvertently misstated the not to exceed amount and the City’s share of the cost under the cost-sharing terms of the agreement; and

WHEREAS, it is the desire of the Department of Watershed Management to amend Resolution 25-R-3221 to clarify that the not to exceed amount of the agreement is Seventy-Seven Million Nine Hundred Forty-Four Thousand Sixty-Nine Dollars and Forty-Two Cents (\$77,944,069.42), while the City’s share of the cost under the agreement shall not to exceed Twenty-Six Million Five Hundred One Thousand One Hundred Eighty-Seven Dollars and Fifty-Eight Cents (\$26,501,187.58) for the initial term of the agreement, subject to and expressly contingent upon adoption of the FY26, FY27, FY28, FY29, and FY30 FY31, FY32, FY33, FY34 and FY35 budgets.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that Resolution 25-R-3221 shall be amended such that the caption shall read as follows (with permanent additions in underlined font and permanent deletions in strikethrough font):

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT FOR 24RFP0820K-DB OPERATION AND MAINTENANCE SERVICES FOR THE ATLANTA-FULTON COUNTY WATER TREATMENT FACILITY, OWNED JOINTLY BETWEEN THE CITY OF ATLANTA AND FULTON COUNTY, WITH VEOLIA WATER/KHAFRA OPERATIONS SERVICES, LLC, A JOINT VENTURE, ON BEHALF OF THE DEPARTMENT OF DEPARTMENT OF WATERSHED MANAGEMENT, FOR A TERM OF TEN (10) YEARS WITH ONE (1) TEN (10) YEAR RENEWAL OPTION, IN AN AMOUNT NOT TO EXCEED ~~TWENTY FOUR MILLION ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FORTY TWO DOLLARS AND SIXTY FOUR CENTS (\$24,133,542.64)~~ SEVENTY-SEVEN MILLION NINE HUNDRED FORTY-FOUR THOUSAND SIXTY-NINE DOLLARS AND FORTY-TWO CENTS (\$77,944,069.42), WHILE THE CITY’S SHARE OF THE COST UNDER THE AGREEMENT SHALL NOT TO EXCEED TWENTY SIX MILLION FIVE HUNDRED ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY-EIGHT CENTS (\$26,501,187.58); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.



BE IT FURTHER RESOLVED, that certain preambular clauses of Resolution 25-R-3221 shall be amended such that it shall read as follows (with permanent additions in underlined font and permanent deletions in strikethrough font):

WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer recommend the contract for 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility, be awarded to Veolia Water/Khafra Operations Services, LLC, A Joint Venture, for a term of ten (10) years with one (1) ten (10) year renewal to be exercised at the City's sole discretion, in a total amount not to exceed ~~Twenty Four Million One Hundred Thirty Three Thousand Five Hundred Forty Two Dollars and Sixty Four Cents (\$24,133,542.64)~~ Seventy-Seven Million Nine Hundred Forty-Four Thousand Sixty-Nine Dollars and Forty-Two Cents (\$77,944,069.42), while the City's share of the cost under the agreement shall not to exceed Twenty Six Million Five Hundred One Thousand One Hundred Eighty-Seven Dollars and Fifty-Eight Cents (\$26,501,187.58); and

WHEREAS, based on a pro rata cost-sharing arrangement of 34% attributable to the City of Atlanta and 66% to Fulton County, the City's financial obligation shall not exceed ~~Twenty Four Million One Hundred Thirty Three Thousand Five Hundred Forty Two Dollars and Sixty Four Cents (\$24,133,542.64)~~ Twenty Six Million Five Hundred One Thousand One Hundred Eighty-Seven Dollars and Fifty-Eight Cents (\$26,501,187.58) as appears in Exhibit A; and

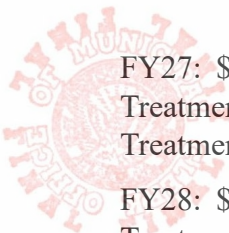
BE IT FURTHER RESOLVED, that certain operative clauses of Resolution 25-R-3221 shall be amended such that it shall read as follows (with permanent additions in underlined font and permanent deletions in strikethrough font):

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to execute an agreement for 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility with Veolia Water/Khafra Operations Services, LLC, A Joint Venture, on behalf of the Department of Watershed Management, ~~with a calculated cost share~~ in an amount not to exceed ~~Twenty Four Million One Hundred Thirty Three Thousand Five Hundred Forty Two Dollars and Sixty Four Cents (\$24,133,542.64)~~ Seventy-Seven Million Nine Hundred Forty-Four Thousand Sixty-Nine Dollars and Forty-Two Cents (\$77,944,069.42), while the City's share of the cost under the agreement shall not to exceed Twenty Six Million Five Hundred One Thousand One Hundred Eighty-Seven Dollars and Fifty-Eight Cents (\$26,501,187.58) during the initial term of the agreement.

BE IT FURTHER RESOLVED, that all contracted work for these services shall be charged to and paid from following accounts, subject to and expressly contingent upon adoption of the FY26, FY27, FY28, FY29, and FY30, FY31, FY32, FY33, FY34 and FY35 budgets:

~~\$24,133,542.64~~ \$26,501,187.58:

FY26: ~~\$2,105,385.00~~ 2,311,712.00 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant -North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)



FY27: \$ ~~2,168,545.91~~ 2,381,063.38 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant -North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY28: \$ ~~2,233,602.29~~ 2,452,495.28 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant -North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY29: \$ ~~2,300,610.36~~ 2,526,070.14 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant -North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY30: \$ ~~2,369,628.67~~ 2,061,852.24 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant -North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY31: \$ ~~2,440,717.53~~ 2,679,907.81 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant - North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY32: \$ ~~2,513,939.05~~ 2,760,305.05 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant - North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY33: \$ ~~2,589,357.23~~ 2,843,114.20 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant - North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY34: \$ ~~2,667,037.94~~ 2,928,407.62 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant - North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

FY35: \$ ~~2,744,718.66~~ 3,016,259.85 - FDOA: 5051 (Water & Wastewater Revenue) 170244 (DWM Treatment Plant - North Area Treatment Facility) 5212001 (Professional Services) 4430000 (Water Treatment Plants)

BE IT FINALLY RESOLVED, that all other provisions of Resolution 25-R-3221 remain unchanged.

A true copy,

Corrine A. Lindo

Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED by Mayor Andre Dickens

SEPT. 15, 2025
SEPT. 16, 2025



**CITY COUNCIL
ATLANTA, GEORGIA**

25-R-3837

SPONSOR SIGNATURES


Andrea L. Boone, Councilmember, District 10



**CITY COUNCIL
ATLANTA, GEORGIA**

25-R-3837

A RESOLUTION BY COUNCILMEMBER ANDREA L. BOONE TO AMEND RESOLUTION 25-R-3221, ADOPTED BY THE ATLANTA CITY COUNCIL ON MARCH 17, 2025, AND APPROVED PER CITY CHARTER SECTION 2-403 ON MARCH 18, 2025, TO CLARIFY THE NOT TO EXCEED AMOUNT OF THE CONTRACT AND THE CITY'S SHARE OF THAT COST; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	09/02/2025 1:00 PM
City Utilities Committee	Completed	09/09/2025 10:00 AM
Atlanta City Council	Completed	09/15/2025 1:00 PM

HISTORY:

09/02/25 Atlanta City Council REFERRED WITHOUT OBJECTION

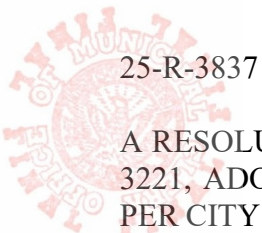
RESULT: REFERRED WITHOUT OBJECTION Next: 9/9/2025 10:00 AM

09/09/25 City Utilities Committee

09/15/2025 Atlanta City Council ADOPTED

RESULT: ADOPTED [13 TO 0]
MOVER: Antonio Lewis, Councilmember, District 12
SECONDER: Howard Shook, Councilmember, District 7
AYES: Bond, Collins, Winston, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis
ABSENT: Amir R Farokhi
AWAY: Matt Westmoreland

LEGISLATION HISTORY – BLUE BACK



25-R-3837

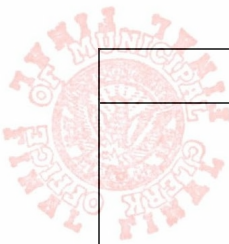
A RESOLUTION BY COUNCILMEMBER ANDREA L. BOONE TO AMEND RESOLUTION 25-R-3221, ADOPTED BY THE ATLANTA CITY COUNCIL ON MARCH 17, 2025, AND APPROVED PER CITY CHARTER SECTION 2-403 ON MARCH 18, 2025, TO CLARIFY THE NOT TO EXCEED AMOUNT OF THE CONTRACT AND THE CITY'S SHARE OF THAT COST; AND FOR OTHER PURPOSES.

VOTE RECORD - RESOLUTION 25-R-3837							
<input checked="" type="checkbox"/> ADOPTED <input type="checkbox"/> ADVERSED <input type="checkbox"/> FAVORABLE <input type="checkbox"/> ACCEPTED AND FILED <input type="checkbox"/> REFERRED TO COMMITTEE <input type="checkbox"/> HELD IN COMMITTEE <input type="checkbox"/> TABLED <input type="checkbox"/> DEFERRED <input type="checkbox"/> RECONSIDERED <input type="checkbox"/> FILED <input type="checkbox"/> FILED BY COMMITTEE <input type="checkbox"/> FAVORABLE ON SUBSTITUTE <input type="checkbox"/> FAVORABLE AS AMENDED <input type="checkbox"/> QUESTION CALLED <input type="checkbox"/> SUBSTITUTED <input type="checkbox"/> AMENDED <input type="checkbox"/> REFERRED TO ZRB AND ZC <input type="checkbox"/> REFERRED WITHOUT OBJECTION <input type="checkbox"/> ADOPTED AS AMENDED <input type="checkbox"/> ADOPTED SUBSTITUTE <input type="checkbox"/> ADOPTED SUBSTITUTE AS AMENDED <input type="checkbox"/> FORWARDED <input type="checkbox"/> REFERRED TO SC <input type="checkbox"/> FILED WITHOUT OBJECTION <input type="checkbox"/> FAILED <input type="checkbox"/> ADVERSED IN COMMITTEE <input type="checkbox"/> QUADRENNIALY TERMINATED <input type="checkbox"/> FORWARDED W/NO RECOMMENDATION <input type="checkbox"/> FORWARDED TO FC/NQ <input type="checkbox"/> FAVORABLE/SUB/AMENDED <input type="checkbox"/> FAVORABLE/SUB/AMND/CONDITION <input type="checkbox"/> FAVORABLE/AMND/CONDITION <input type="checkbox"/> RETURNED AS HELD <input type="checkbox"/> FAVORABLE/SUB/CONDITION							
			YES/AYE	NO/NAY	ABSTAIN	ABSENT	
	MICHAEL JULIAN BOND	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	MATT WESTMORELAND	VOTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AWAY	
	ESHÉ COLLINS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	JASON H. WINSTON	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	AMIR R FAROKHI	VOTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	BYRON D. AMOS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	JASON DOZIER	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	LILIANA BAKHTIARI	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	ALEX WAN	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	HOWARD SHOOK	SECONDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	MARY NORWOOD	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	DUSTIN HILLIS	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	ANDREA L. BOONE	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	MARCI COLLIER OVERSTREET	VOTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	ANTONIO LEWIS	MOVER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



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| <ul style="list-style-type: none"><input type="checkbox"/> FAVORABLE ON CONDITION<input type="checkbox"/> ACCEPTED<input type="checkbox"/> AMENDED SUBSTITUTE<input type="checkbox"/> ROUTED TO COW<input type="checkbox"/> SUSTAINED<input type="checkbox"/> OVERRIDDEN<input type="checkbox"/> NOT ACCEPTED BY COMMITTEE<input type="checkbox"/> SUSTAINED WITHOUT OBJECTION<input type="checkbox"/> TABLED W/O OBJECTION<input type="checkbox"/> HELD IN COW<input type="checkbox"/> POSTPONED<input type="checkbox"/> RETAINED AS HELD<input type="checkbox"/> REFER TO ZRB AND ZC W/O OBJECTION<input type="checkbox"/> AUTOMATICALLY TERMINATED (FILED) | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

[Unanimous]



Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">9/15/2025</p> <p style="text-align: center;">ATLANTA CITY COUNCIL PRESIDENT</p> <p style="text-align: center;"><i>Doug Shipen</i></p>	<p style="text-align: center;">CERTIFIED</p> <p style="text-align: center;">9/15/2025</p> <p style="text-align: center;">MUNICIPAL CLERK</p> <p style="text-align: center;"><i>Corrine A. Linda</i></p>
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

ADOPTED BY
COUNCIL 09/15/2025

MAYOR'S ACTION AUTHENTICATION PAGE



25-R-3837

**Adopted by the Atlanta City Council
SEPTEMBER 15, 2025**

APPROVED
SEP 16 2025
MAYOR

MAYOR'S ACTION

EXHIBIT D
AFCWRC SECURITY POLICIES

AFCWRC SECURITY POLICIES

The Service Provider will, at all times, conduct all operations under this Agreement according to Good Industry Practices and Government Requirements relative to this Agreement in order to minimize the risk of loss, theft, or damage by vandalism, sabotage or any other means to any Facility Equipment, materials, Services or other property at the Facility. Service Provider shall cooperate with AFCWRC on all security matters and shall comply with any security requirements established by AFCWRC. Compliance with these security requirements will not be construed as limiting, in any manner, Service Provider's obligations with respect to all applicable Governmental Requirements and its duty to undertake reasonable actions to establish and maintain secure conditions at any jobsite. Upon written notice from Owner, Service Provider shall indemnify Owner for any fines or other costs and penalties associated with a violation of a Government Requirement.

AFCWRC shall comply with all security requirements.

The Service Provider shall be responsible for the security for all facilities and maintain security systems including system hardware and software. Upgrades to the system shall be installed as necessary or as desired by the AFCWRC to ensure proper levels of service. The Service Provider shall be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism, theft, or malicious mischief of third parties.

The Service Provider shall give immediate notice of losses, take timely steps to mitigate the extent of damages, *i.e.* preserve undamaged property, emergency measures; and present to General Manager an estimated damage repair costs within 30 days of an incident.

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from AFCWRC or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to AFCWRC. If the Service Provider fails to give timely notice as required by this subsection or if the Service Provider commences any alleged additional work without first providing notice, the Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice should include sufficient information to advise AFCWRC of the circumstances, giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such a request. Within ten (10) days of the date that the Service Provider's written notice to AFCWRC is required under the subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Service Provider and AFCWRC each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally, Service Provider Authorized Representative and Authorized AFCWRC Representative, upon the request of either party, shall meet as soon as possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If AFCWRC and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

EXHIBIT F
PURCHASING FORMS



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Veolia Water North America – South, LLC
Project No. and Project Title:	RFP No. 24RFP0820K-DB - Operation and Maintenance Services for the Atlanta-Fulton County Water Treatment Facility for Atlanta-Fulton County Water Resources Commission (City of Atlanta and Fulton County)

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:

181096 [Veolia Water M&S (Paramus), Inc.]

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

3/20/2023 (active)

Date of Authorization

Veolia Water North America – South, LLC

Authorized Officer or Agent
(Name of Contractor)

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

Jason Costa

Printed Name (of Authorized Officer or Agent of Contractor)

Jason R. Costa
Signature (of Authorized Officer or Agent)

President – Veolia Water North America – South, LLC

Title (of Authorized Officer or Agent of Contractor)

October 21, 2024

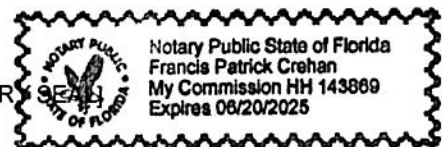
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

21st DAY OF October, 2024

Francis P. Crehan
Notary Public

[NOTAR



My Commission Expires: 6/20/2025

* 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 C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

Veolia Water North America – South, LLC

(See Attachment C-1 for List of Officers and Directors.)

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Veolia Water North America – South, LLC, lead firm in the Joint Venture of Veolia Water North America – South, LLC/ KHAFA Operation Services, LLC (a Georgia Joint Venture), is the Proposer and the current Operation and Maintenance services provider to the Atlanta-Fulton County Water Resources Commission (City of Atlanta and Fulton County) for the Atlanta-Fulton County Water Treatment Facility.

Attachment C-1, at the end of this Form provides the requested listing of the Officers and Directors for our firm.

KHAFA Operation Services, LLC, our JV Partner, has prepared a separate Form C response.

The Officers and Directors of the JV are as follow:

- Jason Costa – President – Veolia Water North America – South, LLC
- Val (Valentino) Bates – Principal/Owner - KHAFA Operation Services, LLC

The business address for the JV is:

225 Peachtree Street NE, Suite 1600, Atlanta, GA 30303

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Attachment C-2, at the end of this Form, provides the response for this item.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Attachment C-3, at the end of this Form, provides the response for this item.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

Attachment C-4, at the end of this Form, provides additional detail on this response.

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 21st day of October, 2024

Veolia Water North America – South, LLC – October 21, 2024
(Legal Name of Proponent) (Date)

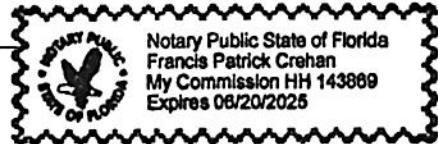
 October 21, 2024
(Signature of Authorized Representative) (Date)

Jason Costa – President – Veolia Water North America, South, LLC
(Title)

Sworn to and subscribed before me,

This 21st day of October, 2024

 Francis P. Crehan
(Notary Public) (Seal)



Commission Expires 6/20/2025
(Date)

Attachment C-1

Supporting Responses for **Veolia Water North America – South, LLC**
 (As the lead firm in the Joint Venture of Veolia Water North America – South, LLC/
 KHAFRA Operations Services, LLC - A Georgia Joint Venture.)

Item C.1 – Names and Business Addresses of Officers and Directors of Veolia Water North America – South, LLC		
Name	Title and Company	Address
Karine Rouge	President and Chief Executive Officer	461 From Road, #400, Paramus, NJ 07652
Joseph Tackett	President – Contract Operations	700 Butterfield Road, Lombard, IL 60148
Jason Costa	President – Veolia Water North America – South, LLC	14055 Riveredge Drive, Suite 240, Tampa, Florida 33637
Michael Algranati	Vice President and Treasurer	461 From Road, #400, Paramus, NJ 07652
Brian Bruce	Vice President	700 Butterfield Road, Lombard, IL 60148
William Hanley IV	Vice President	461 From Road, #400, Paramus, NJ 07652
Chandrasekar Venkatraman	Vice President	461 From Road, #400, Paramus, NJ 07652
Whitney Fawcett	Assistant Secretary	461 From Road, #400, Paramus, NJ 07652
Martin Vosburg	Assistant Treasurer	461 From Road, #400, Paramus, NJ 07652

Attachment C-2

General Development of the Offeror’s Business during the Past Five Years

Veolia Water North America – South, LLC (Veolia) was established as a separate limited liability company under a North American parent company in 2004.

The company provides operations, maintenance and management (O&M) and related services to clients in the State of Georgia and other states in the Southeast region of the U.S., which includes operations and projects in the State of Georgia.

The company’s client base in Georgia includes the current O&M contract with the Atlanta-Fulton County Water Resources Commission for the Atlanta-Fulton County Water Treatment Facility, an agreement that began in 1991 and has been consistently renewed since that time.

Our firm also has an ongoing O&M services contract with Fulton County that began in 2010 and covered the North Area wastewater system (two active wastewater treatment facilities, including the Johns Creek Environmental Campus), along with a second ongoing O&M services contract covering the County’s South Area (Camp Creek) wastewater operations that began in 2017.

Through the merger of Veolia in North America and Suez in 2022, our firm now ranks as the national and global operations services leader. This merger expanded the resources and

expertise that our firm offers, with more than 210 municipal wastewater operations, processing over 2.2 billion gallons of flow to meet the needs of over 8.9 million people, along with 115 municipal water operations that serve over 9.2 million people.

Attachment C-3

No Know or Potential Conflicts of Interest

Veolia Water North America – South, LLC has two ongoing O&M contracts with Fulton County, as discussed under Item C-2.

Other than these two services contract we can state that to the best of our ability to determine such, no employee, agent or representative of our firm, who is or will be directly involved in the subject project has or had within the last five years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

Attachment C-4

Veolia Water Response

General Statement related to current, pending and past litigation:

Veolia is a party to various civil disputes or lawsuits brought by, or against, it seeking to recover damages under a wide variety of legal circumstances. These lawsuits are of the types that arise during the normal course of business, and Veolia has vigorously defended and denied any liability in the lawsuits initiated against it.

There currently exist no claims which, if adversely decided against Veolia, would materially affect the ability of our company to successfully perform the services contemplated under this proposal.

Specific details regarding pending litigation are considered confidential and proprietary information of Veolia that are covered by the attorney-client privilege.

Specific Legal Responses:

Veolia provides the following responses related to following item in the Request for Proposal:

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
 - Baton Rouge, LA (Case no. 2024-CA-0061) - In mid-2023 Veolia Water North America - South, LLC filed for a preliminary injunction to cease the award of an operation and management contract by the City of Baton Rouge to Operations Management International, Inc. The preliminary injunction was denied by the trial court. On appeal to the First Circuit of Appeals in Louisiana, the appellate court upheld the trial court's decision to deny the preliminary injunction.

- Fisher Construction v. VVNA-South, LLC (Case no. 3:21-cv-00114) - In early 2021, Fisher Construction, Inc. ("Fisher") filed a lawsuit in the First Judicial District of Hinds County Mississippi against Veolia Water North America-South, LLC ("Veolia") related to work done for the City of Jackson, Mississippi. Fisher alleged that they were improperly terminated as a subcontractor. The Parties were able to come to a mutually agreeable settlement and the case was dismissed.
-

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: **Veolia Water North America – South, LLC**

Performing work as: Prime Contractor **X** Subcontractor/Sub-Consultant _____

Professional License Type: **Certificate of Existence – State of Georgia**
City of Johns Creek (Fulton County) – Business License
Utility Contractor License – State of Georgia
Samuel Admassu – Project Manager – Georgia Class 1
Water Operator License

Professional License Number: **(See the attached license documents.)**

Expiration Date of License: **(See the attached license documents.)**
[Note: Renewal of the Veolia Utility Contractor License
is pending.]

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

Signed: 
Jason Costa – President

Date: **October 21, 2024**

(ATTACH COPY OF LICENSE)

Control Number : 0516742

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

VEOLIA WATER NORTH AMERICA-SOUTH, LLC
a Foreign Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 28166973
Date Inc/Auth/Filed: 03/15/2005
Jurisdiction : Delaware
Print Date : 10/15/2024
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State



City of Johns Creek

Revenue
11360 Lakefield Drive
Johns Creek, GA 30097
678-512-3242

Business Occupation Tax License

Business Name: Veolia Water North America
DBA: Veolia Water North America

Business Type(s): 221310 Water Supply and Irrigation
Systems-15

Business Location: 9750 Spruill RD
Johns Creek, GA 30022

Mailing Address: 120 Water ST 212
North Andover, MA 01845

Owner: Frederic Van Heems

License Number: BOT-000130-2006

License Type: Business Occupation Tax

Issued Date: 12/31/2023

Classification: 22: Utilities

Expiration Date: 12/31/2024

Fees Paid: \$11,381.18

Kimberly Greer, City Manager

FOR OPERATION IN THE CITY OF JOHNS CREEK, GEORGIA, SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER CODES AND ORDINANCE:
AS ESTABLISHED BY MAYOR AND CITY COUNCIL.

TO BE POSTED IN A CONSPICUOUS PLACE



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC302185
Veolia Water North America - South LLC
– **Brian J Clarke**
– 120 Water Street
Suite 212
North Andover MA 01845

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 11/01/2011

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.

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

Veolia Water North America - South LLC
8100 Holcomb Bridge Road
Alpharetta GA 30022



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC302185
Veolia Water North America - South LLC
– **Brian J Clarke**
– 120 Water Street
Suite 212
North Andover MA 01845

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 11/01/2011



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Examiners for Certification of Water and
Wastewater Treatment Plant Operators and Laboratory Analysts
LICENSE NO. W1-014335

Samuel Admassu
1560 Rivershyre Pkwy
Lawrenceville GA 30043
1776

Water Operator Class 1

EXP DATE - 06/30/2025 Status: Active
Issue Date: 07/30/2004

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.

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

Samuel Admassu
1560 Rivershyre Pkwy
Lawrenceville GA 30043



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
GA State Board of Examiners for Certification of Water and
Wastewater Treatment Plant Operators and Laboratory Analysts
License No. W1-014335

Samuel Admassu
1560 Rivershyre Pkwy
Lawrenceville GA 30043
Water Operator Class 1
1776

EXP DATE - 06/30/2025 Status: Active
Issue Date: 07/30/2004



Envelope 1:
Exhibit 9 – Forms

Attachment 9-7

KHAFFRA Purchasing Forms

- a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- c. Form C: Disclosure Form & Questionnaire
- d. Form D: Local Preference



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	KHAFRA Operations Services, LLC.
Project No. and Project Title:	24RFP0820k-DB. Operations and Maintenance Services for the Atlanta-Fulton County Water Treatment Facility

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:

55591

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

KHAFRA Operations Services LLC

Authorized Officer or Agent
(Name of Contractor)

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

Valentino T. Bates

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

September 26, 2007

Date of Authorization

Principal

Title (of Authorized Officer or Agent of Contractor)

October 10, 2024

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF October, 2024

Sharon L. Allen
Notary Public

My Commission Expires: 7-23-2028

[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 C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

KHAFRA Operations Services, LLC
233 Peachtree Street NE, Suite 2575, Atlanta, GA 30303
(See Attachment #1 for list of Officers and Directors.)

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

See Attachment #1

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

See Attachment #2

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

None - Not Applicable

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
Circle One: YES NO
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 10th day of October, 2024

KHAFRA Engineering Consultants, Inc. 10/10/2024

(Legal Name of Proponent) (Date)

[Signature] 10/10/2024

(Signature of Authorized Representative) (Date)

Principal

(Title)

Sworn to and subscribed before me,

This 10th day of October, 2024

Sharon L. Allen
(Notary Public) (Seal)

Commission Expires 7-23-2028
(Date)



Attachment #1:

KHAFRA Operations Services, LLC

233 Peachtree Street NE, Suite 2575, Atlanta, GA 30303

Valentino T. Bates, President

233 Peachtree NE, Suite 2575, Atlanta, GA,

17%

Elias Zewde, Corporate Secretary

312 Fourth Street, Suite 700, Louisville, KY 40202

17%

Isaiah "Ike" Moss, Treasurer

9602 Camden Town Drive NW, Concord, NC 28027

15%

Brandon Hewitt, Board Member

233 Peachtree NE, Suite 2575, Atlanta, GA 30303

17%

Michael Leung, Board Member

233 Peachtree NE, Suite 2575, Atlanta, GA 30303

17%

Waymon Jones, Board Member

233 Peachtree NE, Suite 2575, Atlanta, GA 30303

17%

Attachment #2:

KHAFRA Operation Services, LLC (KHAFRA) is part of a Joint Venture with Veolia Water North America – South, LLC for this new Proposal, a renewal of the current Operation and Maintenance Services agreement for the Atlanta-Fulton County Water Treatment Facility for Atlanta-Fulton County Water Resources Commission (City of Atlanta and Fulton County).

In 2004, KHAFRA was established, branching out from the facility management contracts initially managed by KHAFRA Engineering Consultants, Inc. Our journey began with the management of the 115 MGD Messerly Wastewater Reclamation Plant in Augusta, GA.

KHAFRA's expertise extends to managing water and wastewater treatment plants ranging from 0.5 MGD to 96 MGD. This includes reading 165,000 commercial and residential water meters for the City of Atlanta. Additionally, KHAFRA participated in a joint venture that installed and retrofitted 150,000 of those meters with a hybrid fixed network and drive-by automated meter system.

KHAFRA has seen significant growth over the years. Currently, KHAFRA is part of teams providing deployment services for 1,885,000 gas and electric meters for Baltimore Gas and Electric, and 2,000,000

electric meters for Philadelphia Electric Company. This growth and development have allowed us to expand our service offerings and increase our client base.

KHAFRA's progress is marked by our continued involvement in new infrastructure solutions for vegetation maintenance, call centers, and environmental control projects. Beyond these services, KHAFRA delivers comprehensive program management, leveraging our industry experience, subject matter expertise, engineering practices, and advanced technology tools and systems.

The ongoing development and expansion of our capabilities highlight KHAFRA's commitment to excellence and innovation in the industry.

**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 KHAFRA Operation Services, LLC 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.

KHAFRA Operations Services, LLC.

(BUSINESS NAME)

233 Peachtree St, NE, Ste 2575, Atlanta, GA 30303

(FULTON COUNTY BUSINESS ADDRESS)

President/Principal

(OFFICIAL TITLE OF AFFIANT)

Valentino T. Bates

(NAME OF AFFIANT)

Valentino T. Bates
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 22nd day of October, 2024

Tamea Parrish
(Notary Public) (Seal)



Commission Expires: June 11, 2027
(Date)





CITY OF ATLANTA
55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGISTRATION CERTIFICATE
VALID ONLY WHEN OCCUPATION REGISTRATION TAX
REQUIREMENTS ARE PAID

Business Name: KHAFRA OPERATIONS SERVICES

Business Location: 225 PEACHTREE ST NE STE 1600
ATLANTA, GA 30303

Owner:

License Number: LGB-129142-2020

Issued Date: 10/7/2024

Expiration Date: 12/31/2024

Business Type(s): 541611 Administrative Management and
General Management Consulting Services

Mailing Address: 225 PEACHTREE ST NE STE 1600
ATLANTA, GA 30303

License Type: General Business License

Classification: Other Services except Public Administration

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE



Envelope 1:
Exhibit 9 – Forms

Attachment 9-8

Slater Infrastructure Group, LLC
(AABE Certified Subcontractor)

- a. Form B: Georgia Security and Immigration Subcontractor Affidavit and Agreement
- c. Form C: Disclosure Form & Questionnaire
- d. Form D: Local Preference



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Slater Infrastructure Group, LLC
Project No. and Project Title: RFP: 24RFP0820K-DB	O&M Services for Atlanta-Fulton County Water Treatment Facility for Atlanta-Fulton County Water Resources Commission

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.

206524

10/11/24

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

Date of Authorization

Slater Infrastructure Group, LLC

Authorized Officer of Agent
(Name of Subcontractor)

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

Jeanne Simkins Hollis

CEO

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Jeanne Simkins Hollis
Signature (of Authorized Officer or Agent)

10/11/24

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11th **October** 24
DAY OF _____, 20__

Patrice Greenwood

Notary Public

My Commission Expires: **2/16/2025**



* 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 C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Jeanne Simkins Hollis : Owner (99%)

Andrew Hollis: Owner (1%)

Headquarters Address: 8470 Holcomb Bridge Road; Suite 200
Alpharetta, GA 30022

Anticipated Role: Provide ongoing management and operations services

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Over the last 5 years, Slater has continued to grow and develop with an emphasis on water and wastewater Operations and Maintenance services.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Slater Infrastructure Group provides contract services to the City of Atlanta and Fulton County as a subcontractor.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 11th day of October, 2024

Jeanne Simkins Hollis 10/09/2024
(Legal Name of Proponent) (Date)

Jeanne Simkins Hollis 10/09/2024
(Signature of Authorized Representative) (Date)

CEO
(Title)

Sworn to and subscribed before me,

This 11th day of October, 2024

Patrice Greenwood
(Notary Public)

Commission Expires 2/16/2025



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Slater Infrastructure Group, LLC
Christopher Hughes

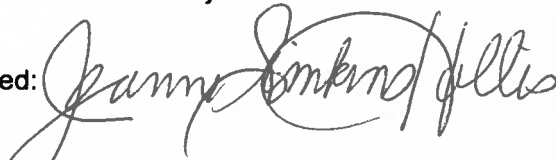
Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type:
Georgia Water Operator Class 3

Professional License Number:
W3 - 016697

Expiration Date of License:
June 30, 2025

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

Signed: 
Date: October 11, 2024

(ATTACH COPY OF LICENSE)

PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES



Licensee Details

Licensee Information

Name: Christopher Forrest Hughes

Address:

Marietta GA 30067

Primary Source License Information

Lic #:	W3-016697	Profession:	Water/Wastewater Board	Type:	Water Operator Class 3
Secondary:		Method:	Examination	Status:	Active
Issued:	8/21/2019	Expires:	6/30/2025	Last Renewal Date:	6/16/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: October 9, 2024 13:54:0

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



Close Window



Envelope 1:
Exhibit 9 – Forms

Attachment 9-9

Let Us Love Your Lawn
(FBE Certified Subcontractor)

- a. Form B: Georgia Security and Immigration Subcontractor Affidavit and Agreement
- c. Form C: Disclosure Form & Questionnaire
- d. Form D: Local Preference



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	LET US LOVE YOUR LAWN INC.
Project No. and Project Title:	RFP: 24RFP0820K-DB Operation and Maintenance Services for the Atlanta-Fulton County Water Treatment Facility for Atlanta-Fulton County Water Resources Commission (City of Atlanta and Fulton County)

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.

GSHA0139

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

DECEMBER 1, 2017

Date of Authorization

AARON GRAY

Authorized Officer of Agent
(Name of Subcontractor)

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

AARON GRAY

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

LET US LOVE YOUR LAWN INC.

Title (of Authorized Officer or Agent of Contractor)

10/04/2024

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

4th DAY OF October 2024

Debra Manners Robinson

Notary Public

My Commission Expires: December 10, 2024



* 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 C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors. AARON GRAY
P.O. BOX 870169 STONE MOUNTIAN GA 30087

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Let Us Love Your Lawn Inc. is a subcontractor to Veolia Water Atlanta-Fulton County Water Resources Commission - O&M Services for the Tom Lowe Atlanta-Fulton County Water Treatment Plant

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

We provide landscaping services at Veolia Water Atlanta-Fulton County Water Resources Commission - O&M Services for the Tom Lowe Atlanta-Fulton County Water Treatment Plant from 1998 - 2024.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Let Us Love Your Lawn Inc. is a subcontractor to Veolia Water & Khafra at Atlanta-Fulton County Water Resources Commission - O&M Services for the Tom Lowe Atlanta-Fulton County Water Treatment Plant. We are also a subcontractor for a separate contract with Veolia Water at Fulton County water treatment plants.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

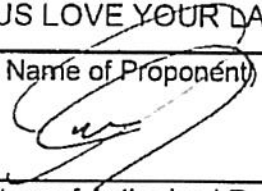
[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 04 day of October, 2024

LET US LOVE YOUR LAWN INC 10/4/2024

(Legal Name of Proponent) (Date)



10/04/2024

(Signature of Authorized Representative) (Date)

OWNER

(Title)

Sworn to and subscribed before me,

This 4th day of October, 2024

DeLois Manners Robinson

(Notary Public)

(Seal)

Commission Expires December 10, 2024

(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: LET US LOVE YOUR LAWN INC.

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type:

BUSINESSLANDSCAPING SERVICES & PESTICIDE CONTRACTOR LICENSE

Professional License Number:

BUSINESS - 162566

PESTICIDE - 101810

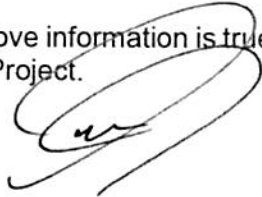
Expiration Date of License:

BUSINESS - 12/31/2024

PESTICIDE - 12/31/2025

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

Signed:



Date: 10/04/2024

(ATTACH COPY OF LICENSE)



Georgia Department of Agriculture

Tyler Harper, Commissioner

19 Martin Luther King Jr. Drive, SW • Atlanta, Georgia 30334-4201

Agricultural Inputs • Pesticide Section • Phone: (404)656-4958 • Fax: (404) 657-8378

Let Us Love Your Lawn Inc.
P.O. Box 870169
Stone Mountain, GA 30058

The enclosed Georgia Contractors License is valid through 12/31/2025.

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

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

(Fold or cut on line to display)

Georgia Department of Agriculture

Tyler Harper, Commissioner

Pesticide Division

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

Atlanta, GA 30334

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

agr.georgia.gov/pesticides.aspx

PESTICIDE CONTRACTOR LICENSE

Expiration Date:

12/31/2025

License Number:

101810

Let Us Love Your Lawn Inc.
714 Rock Chapel Rd.
Lithonia GA 30058

Categories:
24;



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



Department of Planning & Sustainability
Division of Business Licensing
178 Sams Street, Decatur, GA 30030
(404) 371-2461
BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

LET US LOVE YOUR LAWN, INC
714 ROCK CHAPEL RD
LITHONIA, GA 30058-

Business Name:

LET US LOVE YOUR LAWN, INC
714 ROCK CHAPEL RD
LITHONIA, GA 30058-

This is your Business and Occupation Tax Certificate for 2024. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

.....
Detach the certificate below and display it for public view at your place of business.
This certificate must be displayed for public view

Not Transferable	Department of Planning & Sustainability 178 Sams Street, Decatur, GA 30030	
	BUSINESS AND OCCUPATIONAL TAX CERTIFICATE	
LET US LOVE YOUR LAWN, INC 714 ROCK CHAPEL RD LITHONIA, GA 30058-		ACCOUNT: 162566
	DeKalb County GEORGIA	EXPIRES:
	20	24 12/31/2024
LET US LOVE YOUR LAWN, INC 714 ROCK CHAPEL RD LITHONIA, GA 30058-	Business Description: LANDSCAPING SERVICES	
This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations		



Envelope 1:
Exhibit 9 – Forms

Attachment 9-10

D. Clark Harris, Inc.
(FBE Certified Subcontractor)

- a. Form B: Georgia Security and Immigration Subcontractor Affidavit and Agreement
- c. Form C: Disclosure Form & Questionnaire
- d. Form D: Local Preference



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	D. CLARK HARRIS, INC.
Project No. and Project Title:	24RFP0820K-DB - Operation & Maintenance Services-Atlanta-Fulton County Water Treatment Facility

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.

56231

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

10/15/2024

Date of Authorization

Dorothy C. Harris

Authorized Officer of Agent
(Name of Subcontractor)

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

Dorothy C. Harris

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

President

Title (of Authorized Officer or Agent of Contractor)

10/15/2024

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

15th DAY OF October, 2024

Barbara Dunbar

Notary Public

My Commission Expires: August 7, 2027



* 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 C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors. D. Clark Harris, Inc. (See Attachment - Item 1)

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

(See attachment)

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

(See attachment)

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

(See attachment.)

Attachment - Item 1

D. Clark Harris, Inc. - DCH Response:

- The name and business address of the owner and principal of D. Clark Harris, Inc. is: Dorothy C. Harris, President/CEO
- D. Clark Harris, Inc. - 313 Elizabeth Blvd., Alpharetta, GA 30009
- D. Clark Harris, Inc. has no ownership interest in any other company.
- D. Clark Harris, Inc. is an S Corp. solely owner by Dorothy C. Harris, President/CEO.

Attachment – Item 2

DCH Response:

- 2024 marks the thirty year anniversary of D. Clark Harris, Inc. (DCH). During this time DCH has focused on primarily Program/Project Management services to Public Sector clients for their Capital Improvement Programs for Facility, Transportation, Water and Aviation. Additionally DCH provides Community Involvement/Public Education services primarily for Water.
- Over the past five years DCH has performed primarily as a Sub-Consultant providing Community Outreach/Education, Project Controls, Project Management and Site Review services.

Attachment – Item 3

DCH Response:

- NO, None of the above statements in Question 3 apply to D. Clark Harris, Inc. and/or its employees.

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
Circle One: YES NO
5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 16th day of October, 2024

Dorothy C. Harris 10/16/2024
(Legal Name of Proponent) (Date)

Dorothy C. Harris 10/16/2024
(Signature of Authorized Representative) (Date)

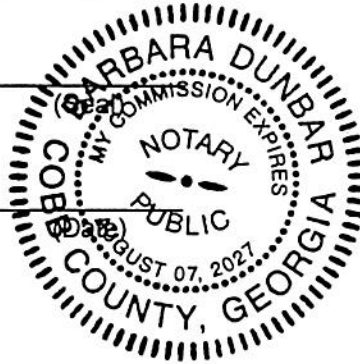
President
(Title)

Sworn to and subscribed before me,

This 16th day of October, 2024

Barbara Dunbar
(Notary Public)

Commission Expires 08/07/2027



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: D. CLARK HARRIS, INC.

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: NA

Professional License Number: NA

Expiration Date of License: 10/14/2024

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

Signed: Dorothy C. Harris, President/CEO

Date: 10/14/2024

(ATTACH COPY OF LICENSE)

CITY OF ALPHARETTA, GEORGIA

2 PARK PLAZA
678-297-6086

License
Number
13174

POST IN A
CONSPICUOUS
PLACE

Occupational Tax Certificate Business Registration
THIS LICENSE EXPIRES 12/31/2024

Business Owner: D. CLARK HARRIS, INC.
DBA: D. CLARK HARRIS, INC.
Address: 313 ELIZABETH BOULEVARD
City, State Zip: ALPHARETTA GA 30009

ID: 20971

Phone Number: 404-218-3453

Comments:

Classification: HOME BASED

Date Issued: 02/15/2024

D. CLARK HARRIS, INC.
313 ELIZABETH BOULEVARD
ALPHARETTA, GA 30009

This License is NOT Transferable and subject to be REVOKED if abused.

License Copy

<p>KEEP THIS COPY FOR YOUR RECORDS</p>	<p>City of Alpharetta, Georgia BUSINESS/OCCUPATIONAL LICENSE 12/31/2024</p>	<p>License Number 13174</p>
<p>Business Owner: D. CLARK HARRIS, INC. DBA: D. CLARK HARRIS, INC. Address: 313 ELIZABETH BOULEVARD City, State Zip: ALPHARETTA GA 30009</p>		<p>ID: 20971 Phone Number: 404-218-3453</p>
<p>Classification: HOME BASED Date Issued: 02/15/2024</p>		<p>ADMINISTRATION FEE 50.00 HOME BASED 40.00 Total Received..... 90</p>

EXHIBIT G
OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/we (Jason Costa),
Name

President
Title

Veolia Water North America, South, LLC
Company Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) 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: Jason Costa

TITLE: President

SIGNATURE: 

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Valentino T. Bates),
Name

President/Principal
Title

KHAFRA Operations Services, LLC.
Company Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) 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: Valentino T. Bates

TITLE: President/Principal

SIGNATURE:



EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (**Jeanne Simkins Hollis**),
Name

CEO

Slater Infrastructure Group, LLC

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: Jeanne Simkins Hollis

TITLE: CEO

SIGNATURE:



EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),

Name

OWNER

LET US LOVE YOUR LAWN 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:

TITLE: OWNER



SIGNATURE:

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (**Dorothy C. Harris**),
Name
President/CEO **D. CLARK HARRIS, 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: Dorothy C. Harris

TITLE: President/CEO

SIGNATURE: 



Envelope 1:
Exhibit 9 – Forms

Attachment 9-12

Exhibit C:
Form – Subcontractor Contact Form
(Current and potential subcontractors and vendors.)

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
Certified Subcontractors:							
Let Us Love Your Lawn	P.O. Box 870169, Stone Mountain, Georgia 30087	Aaron Gray, Operations Manager	agray@lulyl.com	(770) 985-6631	Landscaping service.	FBE	Current subcontractor to be retained under new (renewal) agreement.
Slater Infrastructure Group, LLC	8470 Holcomb Bridge Road, Suite 200, Alpharetta, Georgia 30022	Patrice Greenwood, Vice President Quality Assurance & Training	pgreenwood@slatergrp.com	(770) 587-0725	Staffing roles under Operations and Maintenance groups.	AABE	Current subcontractor to be retained under new (renewal) agreement.
D. Clark Harris, Inc.	313 Elizabeth Boulevard, Alpharetta, Georgia 30009	Dorothy C. Harris, President/CEO	harr4432@bellsouth.net	(404) 218-3453	Public information and community outreach support.	FBE	Current subcontractor to be retained under new (renewal) agreement.
Other Vendors:							
Jackson Janitorial and Facilities Maintenance, LLC	27 Rock Quarry Road, Toccoa, Georgia 30577	Orenda Styles, Owner/President	Styles1284@yahoo.com	(770) 231-3311	Janitorial services.	FBE (in progress)	Current vendor to be retained under new (renewal) agreement.
McPherson Trucking Inc.	88 Bethelview Ridge Drive, Dawsonville, GA 30534	Chad McPherson	scmcpher@BELLSOUTH.NET	(678) 410-2967	Trucking/waste hauling.	Not Applicable	Current vendor to be retained under new (renewal) agreement.
Grogan Waste Services	2045 Dahlonega Highway, Cumming, Georgia 30040	Mary Grogan	mary@groganwaste.com	(770) 889-6063	Dumpster rental.	Not Applicable	Current vendor to be retained under new (renewal) agreement.
EMCOR Services Aircond	400 Lake Ridge Drive, Smyrna, Georgia 30082	Tanja Suttles	emcor_info@emcor.net	(770) 444-3355	HVAC maintenance and repair services.	Not Applicable	Current vendor to be retained under new (renewal) agreement.
Outreach to Other Contractors/Vendors:							
S. L. King & Associates, Inc.	1100 Abernathy Road N.E., Suite 925, Atlanta, Georgia 30328	Blake Smith, P.E., Director of Engineering	rbsmith@slking.com	(706) 817-9180	SCADA, instrumentation and control systems support.	MBE and SBE	Not able to address the scope of services required.
Axios Services, LLC	12600 Deerfield Parkway, Suite 100, Alpharetta, Georgia 30004	Laura Kefalas, CEO	lkefalas@axsllc.com	(404) 713-4410	SCADA, instrumentation and control systems support.	FBE	Submitted subcontractor proposal and were not selected.
LNKE Technologies, Inc.	2367 Auburn Avenue, NE, Atlanta, Georgia 30303	Nathaniel Jones Owner	najones@lnketech.com	(404) 919-5653 Ext. 4	SCADA, instrumentation and control systems support.	MBE	Failed to respond to email and telephone requests for information and interest.

EXHIBIT C
FORM SUBCONTRACTOR

Company Name: Veolia Water North America – South, LLC/
KHAIRA Operations Services, LLC
Joint Venture

Project # & Title: RFP No. 24RFP0820K-DB - Operation and Maintenance Services for the
Atlanta-Fulton County Water Treatment Facility for Atlanta-Fulton
County Water Resources Commission (City of Atlanta and Fulton
County)

Printed Signature:



Jason Costa, President
Veolia Water North America – South, LLC

Date:

October 28, 2024

EXHIBIT H

INSURANCE

+

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.

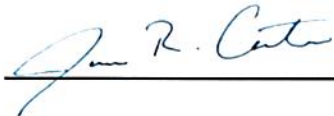
Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is 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: **Veolia Water North America**
- South, LLC

SIGNATURE: _____



NAME: **Jason Costa**

TITLE: **President**

DATE: **October 21, 2024**

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: KHAFRA Operations Services, LL SIGNATURE:



NAME: Valentino T. Bates

TITLE: Principal | President

DATE: October 18, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2025

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 MARSH USA, LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: Veolia.CertRequest@marsh.com Fax: 212-948-5053 WVNAS BOSTN	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Marsh U.S. Operations</td> </tr> <tr> <td>PHONE (A/C No. Ext): 866-966-4664</td> <td>FAX (A/C, No): 212-948-0770</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Chicago.CertRequest@marsh.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Everest National Insurance Company</td> <td style="text-align: right;">10120</td> </tr> <tr> <td>INSURER B: Everest Premier Insurance Company</td> <td style="text-align: right;">16045</td> </tr> <tr> <td>INSURER C: N/A</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>INSURER D: Berkley Assurance Company</td> <td style="text-align: right;">39462</td> </tr> <tr> <td>INSURER E: National Fire & Marine Insurance Co</td> <td style="text-align: right;">20079</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Marsh U.S. Operations		PHONE (A/C No. Ext): 866-966-4664	FAX (A/C, No): 212-948-0770	E-MAIL ADDRESS: Chicago.CertRequest@marsh.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Everest National Insurance Company	10120	INSURER B: Everest Premier Insurance Company	16045	INSURER C: N/A	N/A	INSURER D: Berkley Assurance Company	39462	INSURER E: National Fire & Marine Insurance Co	20079	INSURER F:	
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INSURER D: Berkley Assurance Company	39462																				
INSURER E: National Fire & Marine Insurance Co	20079																				
INSURER F:																					
INSURED Veolia Water North America-South, LLC 100 Federal Street, 3rd Floor Boston, MA 02110																					

COVERAGES **CERTIFICATE NUMBER:** CHI-009773293-36 **REVISION NUMBER:** 16

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		RM5GL00068-251	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RM5CA00066-251 (AOS) RM5CA00065-251 (MA)	01/01/2025 01/01/2025	01/01/2026 01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RM5WC00092-251 (AOS) RM5WC00094-251 (FL, ME, NJ) RM5WC00095-251 (WI, MA)	01/01/2025 01/01/2025 01/01/2025	01/01/2026 01/01/2026 01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CPL - SIR: \$1,000,000			42-CPL-326094-03	01/01/2025	01/01/2026	Occurrence/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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract RFP # 24RFP0820K-DB, Operations and Maintenance Service for the Atlanta-Fulton County Water Treatment Facility.

Fulton County Government, its Agents, Directors and Officers are included as additional insured where required by written contract but only for liability arising out of the operations of the named insured with respect to general liability. 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. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER Fulton County Government, its Agents, Directors and Officers Attn: Department of Purchasing 130 Peachtree Streetm S.W., Suite 1168 Atlanta, GA 30303-3459	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA LLC</i></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Veolia Water North America-South, LLC 100 Federal Street, 3rd Floor Boston, MA 02110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

COIs with a lower SIR can be generated if requested by Veolia.

Veolia Water North America - South, LLC has agreed that, within 45 days after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, Veolia Water North America - South, LLC or its designee will send a copy of such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

POLICY NUMBER: RM5GL00068251

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 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
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: RM5GL00068251

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed 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 WRITTN CONTRACT

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.



RG





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2025

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 Relation Insurance, Inc. 3930 East Jones Bridge Road Suite 2100 Peachtree Corners GA 30092	CONTACT NAME: Kim Langley PHONE (A/C, No, Ext): (678) 740-0241 FAX (A/C, No): (678) 740-0241 E-MAIL ADDRESS: kim.langley@relationinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Crum & Forster Specialty Insurance Company NAIC # ^44520	
INSURER B: Travelers Casualty and Surety Company of America NAIC # 31194	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-159404	09/15/2025	09/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-5N497258	09/15/2025	09/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EFX-136138	09/15/2025	09/15/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-5J050664	09/15/2025	09/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Contractors Pollution Liability			EPK-159404	09/15/2025	09/15/2026	Limit / Deductible: \$1M / \$10,000 Limit / Deductible: \$1M / \$10,000

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

Project Name: 24RFP0820K-DB, Operation and Maintenance Services for the Atlanta-Fulton County Water Treatment facility for Atlanta-Fulton County Water Resources Commission (City of Atlanta and Fulton County). Fulton County Government, its Officials, Officers and Employees are listed as an Additional Insured for work the insured performs as respects General Liability and the written contract on a primary and non contributory basis. A Waiver of Subrogation is in favor of the Certificate Holder as agreed on in the written contract as respects to General Liability.

CERTIFICATE HOLDER Fulton County Government-Purchasing & Contract Compliance Dept. 130 Peachtree, Street, SW Suite 1168 Atlanta GA 30303-3459	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive;">Jon Cooper</div>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Certificate Of Completion

Envelope Id: 63883193-905D-4409-B8DA-CEBD5D617AAF

Status: Completed

Subject: 24RFP0820K-DB AFCWRC

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 135

Signatures: 9

Envelope Originator:

Certificate Pages: 7

Initials: 0

Darlene Banks

AutoNav: Enabled

Stamps: 3

141 Pryor Street

Envelopeld 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: 144.125.34.76

Record Tracking

Status: Original

Holder: Darlene Banks

Location: DocuSign

10/10/2025 9:42:07 AM

darlene.banks@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

Joseph A. Tackett

joseph.tackett@veolia.com

President

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Joseph A. Tackett
6945087BC2E5463...

Timestamp

Sent: 10/10/2025 10:21:10 AM

Viewed: 10/10/2025 11:15:00 AM

Signed: 10/11/2025 1:00:20 PM

Signature Adoption: Pre-selected Style

Using IP Address: 193.252.15.129

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 10/10/2025 11:15:00 AM

ID: 781ee09b-091c-4eb7-b632-6b3bbbae6936

Joseph A. Tackett

joseph.tackett@veolia.com

President

Security Level: Email, Account Authentication (None)

Signed



Sent: 10/11/2025 1:00:22 PM

Viewed: 10/11/2025 1:32:48 PM

Signed: 10/13/2025 5:09:38 AM

Using IP Address: 47.197.10.96

Electronic Record and Signature Disclosure:

Accepted: 10/11/2025 1:32:48 PM

ID: 7ccea49b-13de-496a-baa2-d9f2c3f91d5d

Valentino T. Bates

vbates@khafra.com

President

Security Level: Email, Account Authentication (None)

Signed by:

Valentino T. Bates
8FB16B67AA5B4B7...



Sent: 10/13/2025 5:09:42 AM

Resent: 10/13/2025 9:58:08 AM

Resent: 10/13/2025 10:18:07 AM

Viewed: 10/13/2025 10:18:25 AM

Signed: 10/13/2025 10:19:10 AM

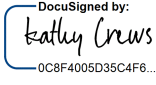


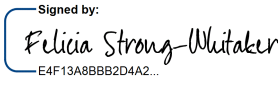
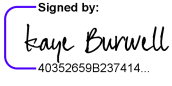
Signature Adoption: Pre-selected Style

Using IP Address: 38.101.219.120

Electronic Record and Signature Disclosure:

Accepted: 10/13/2025 7:58:14 AM

ID: 720b9db4-6915-4115-8fbc-c5d9706c06e0

Signer Events	Signature	Timestamp
<p>DARLENE BANKS darlene.banks@fultoncountyga.gov Assistant Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 172.3.170.13</p>	<p>Sent: 10/13/2025 12:16:34 PM Viewed: 10/13/2025 12:17:13 PM Signed: 10/13/2025 12:18:01 PM</p>
<p>Kathy Crews kcrews@afcwr.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/15/2025 4:54:22 AM ID: 8ded197b-99bd-40c5-8e96-a2b6dd7815e6</p>	<p>DocuSigned by:  0C8F4005D35C4F6...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 75.43.153.193</p>	<p>Sent: 10/13/2025 12:18:05 PM Viewed: 10/15/2025 4:54:22 AM Signed: 10/15/2025 4:56:01 AM</p>
<p>Doug Shipman dshipman@AtlantaGA.Gov Atlanta city council president Atlanta City Council President Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/17/2025 5:48:14 AM ID: 45ddebc8-440a-4e2f-930a-003707a5ac2c</p>	<p>Signed by:  E6FC3AA9DADC4BE...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 2600:1005:b064:30ae:6498:d562:68fc:bc77 Signed using mobile</p>	<p>Sent: 10/15/2025 4:56:05 AM Viewed: 10/17/2025 5:48:14 AM Signed: 10/17/2025 5:49:05 AM</p>
<p>David Clark david.clark@fultoncountyga.gov Director Public Works Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/13/2017 10:07:14 AM ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732</p>	<p>DocuSigned by:  65CE1C9FDD834B8...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p>	<p>Sent: 10/17/2025 5:49:09 AM Viewed: 10/21/2025 5:00:20 AM Signed: 10/21/2025 5:00:28 AM</p>
<p>Felicia Strong-Whitaker felicia.strong-whitaker@fultoncountyga.gov Chief Purchasing Agent Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Signed by:  E4F13A8BBB2D4A2...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4</p>	<p>Sent: 10/21/2025 5:00:32 AM Viewed: 10/22/2025 8:48:13 AM Signed: 10/22/2025 8:48:43 AM</p>
<p>Kaye Burwell kaye.burwell@fultoncountyga.gov Deputy County Attorney Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/22/2025 12:41:58 PM ID: eb86a362-f92e-416e-abf2-8cfc411405aa</p>	<p>Signed by:  40352659B237414...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 136.226.3.70</p>	<p>Sent: 10/22/2025 8:48:47 AM Viewed: 10/22/2025 12:41:58 PM Signed: 10/24/2025 7:19:54 AM</p>

Signer Events	Signature	Timestamp
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<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>Completed Using IP Address: 74.174.59.10</p>	<p>Sent: 10/24/2025 7:19:59 AM Viewed: 10/27/2025 7:47:11 AM Signed: 10/27/2025 7:47:27 AM</p>
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Electronic Record and Signature Disclosure:
Accepted: 11/27/2017 10:39:37 AM
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts
harriet.thomas@fultoncountyga.gov
Chairman
Fulton County
Security Level: Email, Account Authentication (None)

Signed by:

14E1B4AA5F6A44A...

Signature Adoption: Pre-selected Style
Using IP Address: 74.174.59.10

Sent: 10/27/2025 7:47:31 AM
Viewed: 10/27/2025 7:48:19 AM
Signed: 10/27/2025 7:48:30 AM

Electronic Record and Signature Disclosure:
Accepted: 10/27/2025 7:48:19 AM
ID: 9b4a87c1-6bde-40b5-ac2e-52c2af9d0b29

Tonya Grier
tonya.grier@fultoncountyga.gov
Clerk to the Commission
Fulton County Government
Security Level: Email, Account Authentication (None)

Signed by:

EEC476C4837648D...



Signature Adoption: Uploaded Signature Image
Using IP Address: 134.231.232.249

Sent: 10/27/2025 7:48:34 AM
Viewed: 10/27/2025 8:19:45 AM
Signed: 10/27/2025 8:19:58 AM

Electronic Record and Signature Disclosure:
Accepted: 3/16/2018 7:54:59 AM
ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

DARLENE BANKS
darlene.banks@fultoncountyga.gov
Assistant Purchasing Agent
Fulton County Government
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 144.125.1.75

Sent: 10/27/2025 8:20:03 AM
Viewed: 10/27/2025 8:21:02 AM
Signed: 10/27/2025 8:21:26 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Jason Costa jason.costa@veolia.com Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 10/13/2025 10:19:13 AM Resent: 10/13/2025 12:16:34 PM Viewed: 10/21/2025 7:28:44 AM</p>
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Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 4/22/2025 1:56:54 PM
ID: 9d22ca86-048b-4427-bc13-8418b40e42c5

Dian DeVaughn
dian.devaughn@fultoncountyga.gov
Security Level: Email, Account Authentication (None)



Sent: 10/27/2025 8:21:32 AM
Viewed: 10/28/2025 10:16:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/10/2025 10:21:10 AM
Envelope Updated	Security Checked	10/13/2025 9:57:56 AM
Envelope Updated	Security Checked	10/13/2025 10:17:44 AM
Envelope Updated	Security Checked	10/13/2025 12:16:33 PM
Certified Delivered	Security Checked	10/27/2025 8:21:02 AM
Signing Complete	Security Checked	10/27/2025 8:21:26 AM
Completed	Security Checked	10/27/2025 8:21:32 AM

Payment Events	Status	Timestamps
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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.