



Fulton County, GA

# Department of Purchasing & Contract Compliance

*Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P*  
**Director**

August 16, 2010

**Re: 10ITB74109A-DR, Sewer Inspection & Cleaning**

Dear Bidder(s):

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced **10ITB74109A-DR, Sewer Inspection & Cleaning.**

Except as provided herein, all terms and conditions in the 10ITB74109A-DR referenced above remain unchanged and in full force and effect.

Sincerely,

Donald R. Riley, CPPB  
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in  
Procurement Award • National Purchasing Institute



**10ITB74109A-DR, Sewer Inspection & Cleaning  
Addendum No. 1  
Page Two**

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

**Section 1 Instructions to Bidders – Sub-section 9 & 10 on pages 7 & 8 has been deleted in its entirety and revised with the attached information.**

For additional information regarding this addendum, contact Donald R. Riley, Assistant Purchasing Agent at (404) 612-7916.

Except as provided herein, all terms and conditions in the bid referenced above remain unchanged and in full force and effect.

Failure to return a signed copy of this addendum could render your bid non-responsive.

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time **August 26, 2010 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

## 9. TERM OF CONTRACT

Any award made as a result of this bid will be from date of contract execution and continuing for five (5) consecutive years pending availability of departmental appropriated funding and Contractor compliance with County rules and policies.

**a. Commencement Term.**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2010, the starting date. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

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

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

**c. Same Terms.**

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

**d. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-15.1, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.