



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into July 18, 2023 by and between **Duke's Root Control, Inc.**, a Corporation with a location at 400 Airport Road, Unit E, Elgin, Illinois 60123 (hereinafter the "Contractor") and **Columbia County, Georgia** a political subdivision of the state of Georgia, (hereinafter the "County").

WHEREAS, the County has identified a need to contract for Precision I&I Microdetection Study as the County shall approve (hereinafter "Services"), in accordance with the Statement of Work (SOW), which is Exhibit "A" attached hereto and made a part hereof, to be provided by an outside contractor.

WHEREAS, the Contractor desires to provide Services to Columbia County and the County desires to engage Contractor for such purposes;

NOW THEREFORE, in consideration of the premise, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

1. **Term.** The Term of this Agreement shall be until services have been rendered in full and managing department has determined the work is complete in accordance with the SOW.
2. **Compensation.** Compensation will be in accordance with the Georgia Prompt Pay Act and provided as specified in the SOW, which is Exhibit "A".
3. **Contractor Relationship.** In performance of services specified by the SOW under this Agreement, the Contractor is acting as an independent contractor and not as an employee, partner or agent of the County. The Contractor shall have no power or authority to bind, represent or act on behalf of the County. As an independent contractor, the Contractor will be responsible for the payment of all taxes on the Contractor's earnings under this Agreement and will not be subject to withholding of income, FICA, or Medicare taxes by the County. The Contractor shall have full responsibility for services provided in accordance with the SOW.
4. **Indemnity. Indemnification/Duty to Defend.** During and after the term hereof, the Vendor agrees to indemnify and hold harmless the County from and against all causes of action, claims, loss or damages resulting to the Counts to the extent arising or resulting from the delivery of the Scope of Services under this Agreement, but such indemnity is limited to those liabilities caused by a negligent professional act of the Vendor as defined below. 1. For the purposes of the Professional Services indemnity in the subparagraph above, services means those services performed by a licensed professional employed by the Vendor. 2. For the purposes of the Professional Services Indemnity in the subparagraph above, Negligent Professional Act means a negligent act, error, or omission in the performance of Professional Services by the Vendor (or by any person or entity, including joint ventures, for who the Vendor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.
5. **Amendment of Agreement.** Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.
6. **Authority to Contract.** The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
7. **Licenses, Certifications, Permits, Etc.** Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, County, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or offers applicable to the Project, including,



but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. §50-18-71, et seq.).

8. Assignment. This Agreement, or any interest therein, shall not be assignable by the Contractor to any other party without the prior written consent of the County.
9. Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia. The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. In consenting to jurisdiction, a representative must be named as registered agent in state of Georgia, who can be served in the event of legal action.
10. Non-Binding Future Commissions. In accordance with O.C.G.A. §36-30-3 and Columbia County Ordinance Sec. 1-2-15, which prohibits legally binding the County's future commissions, should the Commission vote to cancel this Agreement, County shall provide 45 (forty-five) days' notice to Contractor. County shall not be further obligated to the terms under this Agreement.
11. Cancellation for Non Appropriation. County represents and warrants that it has appropriated and budgeted the funds to make all Payments for the remainder of the fiscal year in which the term commences and that it currently intends to make Payments for the full term if funds are appropriated for the Payments in each succeeding fiscal year. Without contractually committing itself to do so, County reasonably believes that moneys in an amount sufficient to make all Payments due, and will lawfully be, appropriated therefor. County directs the person in charge of its budget requests to include the Payments payable during each fiscal year in the budget request presented to County's governing body for such fiscal year, provided that County's governing body retains authority to approve or reject any such budget request. All payments shall be payable out of the general funds of County or out of other legally appropriated funds. This Agreement will not be a general obligation of County and shall not constitute a pledge of either County's full faith and credit or of County's taxing power. If County's governing body fails to appropriate sufficient funds in any fiscal year for Payments or other Payments due hereunder and if other funds are not legally appropriated for such payments, a "Non-Appropriation Event" will be deemed to have occurred. If a Non-Appropriation Event occurs, then a) County shall give Contractor immediate notice of such Non-Appropriation Event; b) on the Return Date, County shall return to Contractor all of the Equipment, at County's sole expense; and c) the Agreement shall terminate on the Return Date without penalty to County, provided, that County shall pay all payments and other amounts payable under the Agreement for which funds shall have been appropriated, provided further, that County shall pay month-to-month rent at the rate set forth prorated each month that County fails to so return the Equipment. "Return Date" means the last day of the fiscal year for which appropriations were made for the payments due hereunder.
12. Insurance: Contractor shall not commence Work under this Agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall Contractor allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.
 - a. Worker's Compensation Insurance: Contractor shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance for all of his employees to be engaged in work on this Agreement.
 - b. Public Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and anyone working on his behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:



- i. Public Liability and Property Damage Liability Insurance. Contractor shall carry, with respect to the operations he performs, regular Contractor's Public Liability Insurance providing for a limit of not less than two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the General Contractor shall be provided by or in behalf of the subcontractor to cover their operation.
- ii. Automobile Liability Insurance (owned, non-owned, hired). (a) Bodily injury in an amount not less than one million dollars (\$1,000,000) including accidental death to any one person and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000) on account of one accident. (b) Property damage in an aggregate amount up to one million dollars (\$1,000,000) per accident during the Policy Period.
- iii. General Liability and Automobile Liability. (a) Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it; (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County; (c) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided; (d) Coverage shall be provided on a "Pay on Behalf" basis, with defense costs payable in additional to policy limits. There shall be no cross liability exclusion.
- c. Subcontractors: Contractor shall either (a) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (b) ensure that any subcontractor secures separate policies covering that subcontractor and its Work.
- d. Proof of Carriage of Insurance: Contractor shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Contractor shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified by Article 2 shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Contractor shall suspend all work or operations until such time as Contractor shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

This Agreement is an important legal document. Prior to accepting these terms and agreements you should have fully reviewed and understood its contents. You may consult with your attorney before accepting terms and agreements.

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of July 18, 2023.

COLUMBIA COUNTY, GEORGIA

DUKE'S ROOT CONTROL, INC.

By: Douglas R. Duncan, Jr., Chairman
Columbia County Board of Commissioners

Stuart Tillery, Southeast Regional Manager
Duke's Root Control, Inc.

ATTEST

By: Patrice Crawley, County Clerk
Columbia County Board of Commissioners

Date

EXHIBIT "A"
SCOPE OF WORK

DUKE'S 360

Columbia County

Precision I&I Microdetection Study

05 / 16 / 2023



WWW.DUKES.COM

05 / 16 / 2023

Jody Crabtree
Columbia County
2140 William Few Parkway
Grovetown, GA 30813

PROJECT NAME: Precision I&I Microdetection Study

Dear Jody,

Duke's Root Control, Inc. is pleased to submit this proposal to Columbia County for the Precision I&I Microdetection Study. All details regarding this project are contained within the pages of this proposal and include sample deliverables, scope of service descriptions, and pricing.

This proposal is being submitted based on interpretations made from the study maps or information we have been provided. Please review for accuracy.

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact me with any questions regarding this proposal.

Sincerely,
Duke's Root Control, Inc.



Stuart Tillery
Southeast Regional Manager
678-232-7706
stu@dukes.com

I & I Micro Detection

iTracking® Micro Detection is based on a simple premise:

What municipalities and utilities are ultimately interested in accomplishing is **NOT** to measure each gallon of I&I but to quickly and cost-efficiently **PINPOINT** those areas within the collection network responsible for contributing the greatest influx of rain and groundwater.



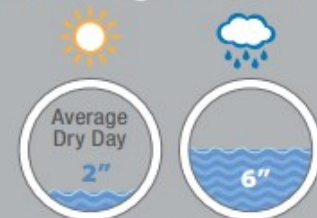
How iTracking® Works

iTracker® Wi-Fi or cellular-enabled sensors simply and safely record wastewater levels from 0–100% pipe ID during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of uniquely developed algorithms embedded within the iTracking software program.

iTrackers® monitor and record levels within the manhole

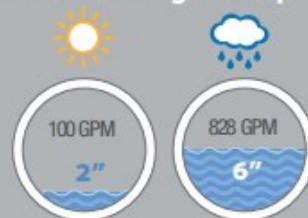


Smart algorithms convert changes in level to changes in volume



Increase in Volume 728%

iTracking analytics convert changes in volume to flow in gallons per minute



Increase in Flow 728 GPM

iTracker Micro Detection - Scope of Services

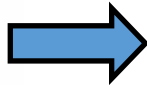
Process
<ol style="list-style-type: none"> 1. Receive and upload current GIS / GDB files from client (data requisition guide may be supplied upon project initialization). 2. Determine location to place initial iTracker units based on flow data obtained from maps or GIS files to properly canvass the study area. Final locations placed with client collaboration to achieve best results. 3. Provide client link to view or approve locations for units. 4. Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures. 5. After 60 days installed and a qualifying rain event (defined as single day rain event 1" or greater), Duke's will remove the iTracker units. If there is no qualifying rain event, then Duke's will extend the study period an additional 30 days, for a maximum of 90 days. If an additional field visit is needed for project maintenance after the initial 60 days, a mobilization fee may be required. Rain data will be determined by an average of two of the following means: (1) Weatherunderground.com/NOAA weather service data; (2) rain data captured by Utility rain gauges; (3) deployment of Duke's digital rain gauge deployed centered in the study area. Multiple rain gauges may be deployed at the discretion of Duke's if found to be beneficial to the study data. Final determination of rain data will be at client's discretion if more than one rain source is used. 6. Review, analyze and report data from test period. 7. Review all the data at the end of the study period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events 8. Access to Insight 360, Duke's web hosted data platform. A username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available upon project completion.

Responsibilities of Duke's	Responsibilities of Client
<ol style="list-style-type: none"> 1. Provide staff with proper identification and PPE including, but not limited to hi-vis vests. 2. Ensure that all vehicles are properly marked and have adequate safety lighting. 3. Act in a polite, professional manner at all times and especially when dealing with the public. 4. Report any severe observations to the point person from the client's office assigned to this project. 	<ol style="list-style-type: none"> 1. Provide contractor with all electronic data to successfully complete the project. 2. Assist contractor with public issues or concerns. 3. Agree to promptly review and advise contractor on any changes to location of iTracker units if client is participating in the iTracker placement process. 4. Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for iTracker placement. 5. Assist Dukes with traffic control to ensure a safe installation of units. If traffic control or permitting is the responsibility of Duke's, client must disclose this prior to execution of contract and commencement of work.

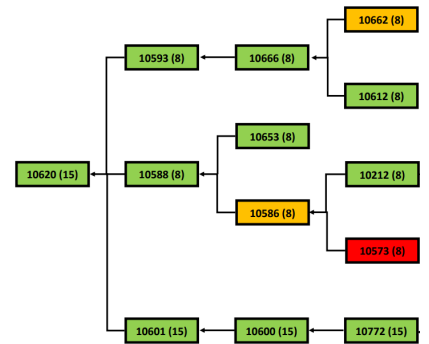
Advanced Technology



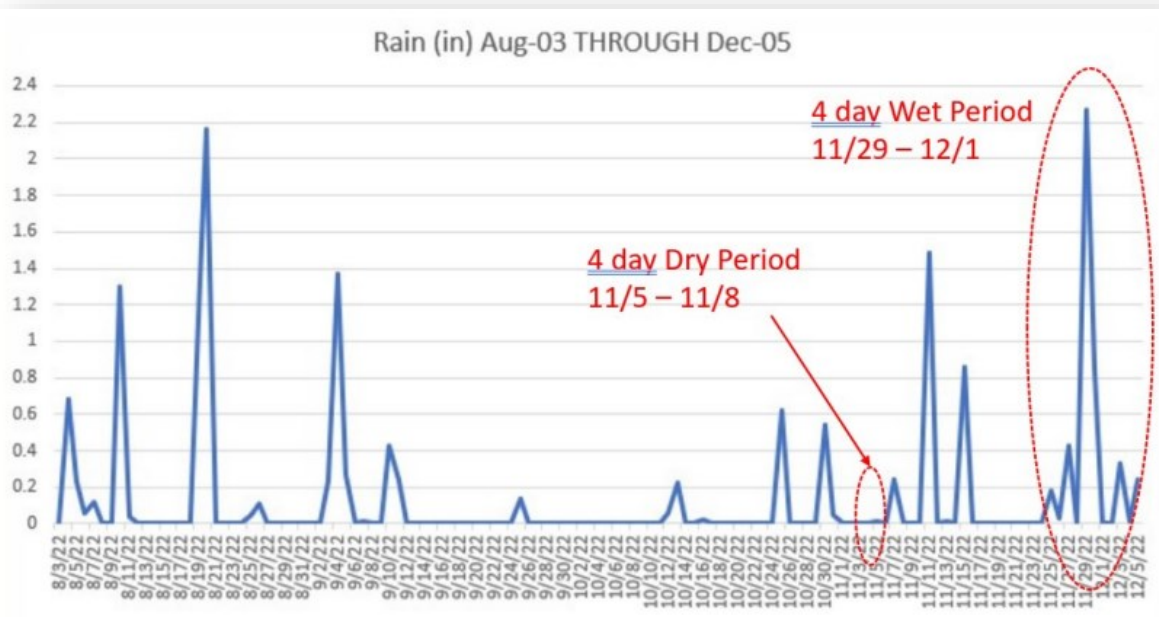
Field Installation



60-Day Monitoring Period

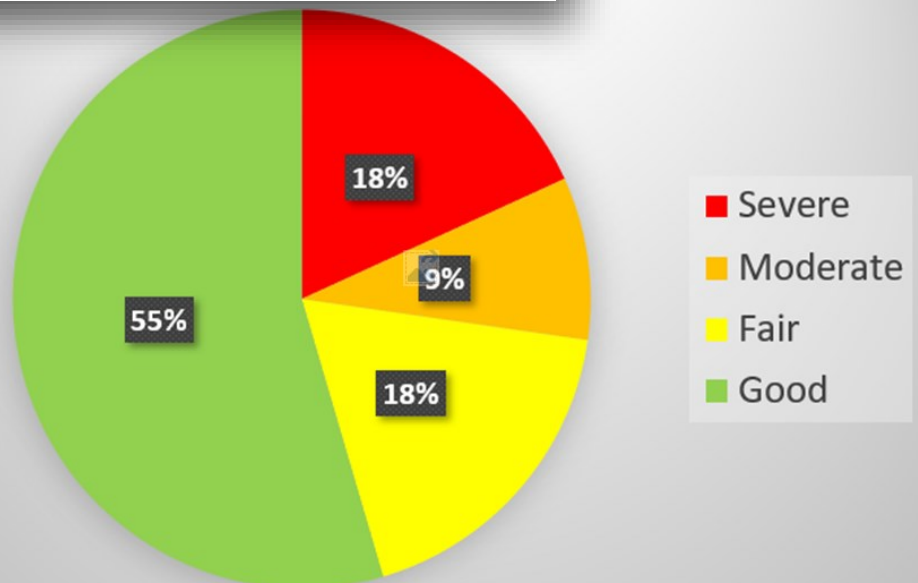


Results and Identification of I&I Source Locations



Wet Weather Analysis

Distribution of Final Severity Scores





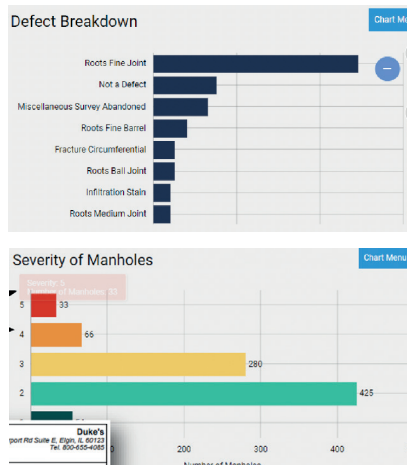
Insight 360

Duke's has revolutionized the inspection and data management process with Insight 360. This innovative tool offers web-based results that require no special software, making it easy for anyone to access and use. With a simple login, clickable results are available in both map and table views, allowing for quick and easy analysis. All results can be downloaded in a standard Excel format, providing users with the flexibility to manipulate and analyze data as needed. The video viewer for manhole and pipe inspections is a particularly valuable feature, allowing for a detailed visual inspection of assets. And for those who prefer hard copies, maps can be downloaded and printed. Insight 360 simplifies the inspection process and provides valuable insights that help Duke's clients make informed decisions about their assets.

- ✔ Transform your inspection and data management process
- ✔ Web-based results are easily accessible to all users without the need for special software
- ✔ Clickable results are available in both map and table views, allowing for quick and easy analysis
- ✔ Download results in standard Excel format for flexibility in manipulating and analyzing data
- ✔ Download and print maps for users who prefer or require hard copies
- ✔ Simplify the inspection process, saving time and resources while providing valuable insights
- ✔ Make informed decisions leading to better asset management and maintenance

Downloadable Reports

Clickable Analysis



Viewable Photos



Manhole inspection photos are available with one click on the web-based Insight 360.

Jody Crabtree
 Columbia County
 2140 William Few Parkway
 Grovetown, GA 30813

Data Share Authorization Request

Type of Sharing Request:	<input type="checkbox"/> Reference	<input type="checkbox"/> GIS	<input type="checkbox"/> Printed Reports	<input type="checkbox"/> Full Deliverables*
Time of Share:	<input type="checkbox"/> Single Use Party of Sharing to: [Sharing Party] <input type="checkbox"/> Unlimited Use			
Time Period:	Expiration Date: [Expiration Date] <input type="checkbox"/> No Expiration date			

*Full Deliverables includes Work Files

CLIENT NOTES OR EXCEPTIONS

DUKES NOTES OR EXCEPTIONS

Sincerely,
 Duke's Root Control, Inc.

Christina Urbina
 Title:

Date:

Approved By:
 Columbia County

Jody Crabtree
 Title:

Date:

Maps of Subject Area

Proposed subject area supporting documents and maps

Legend

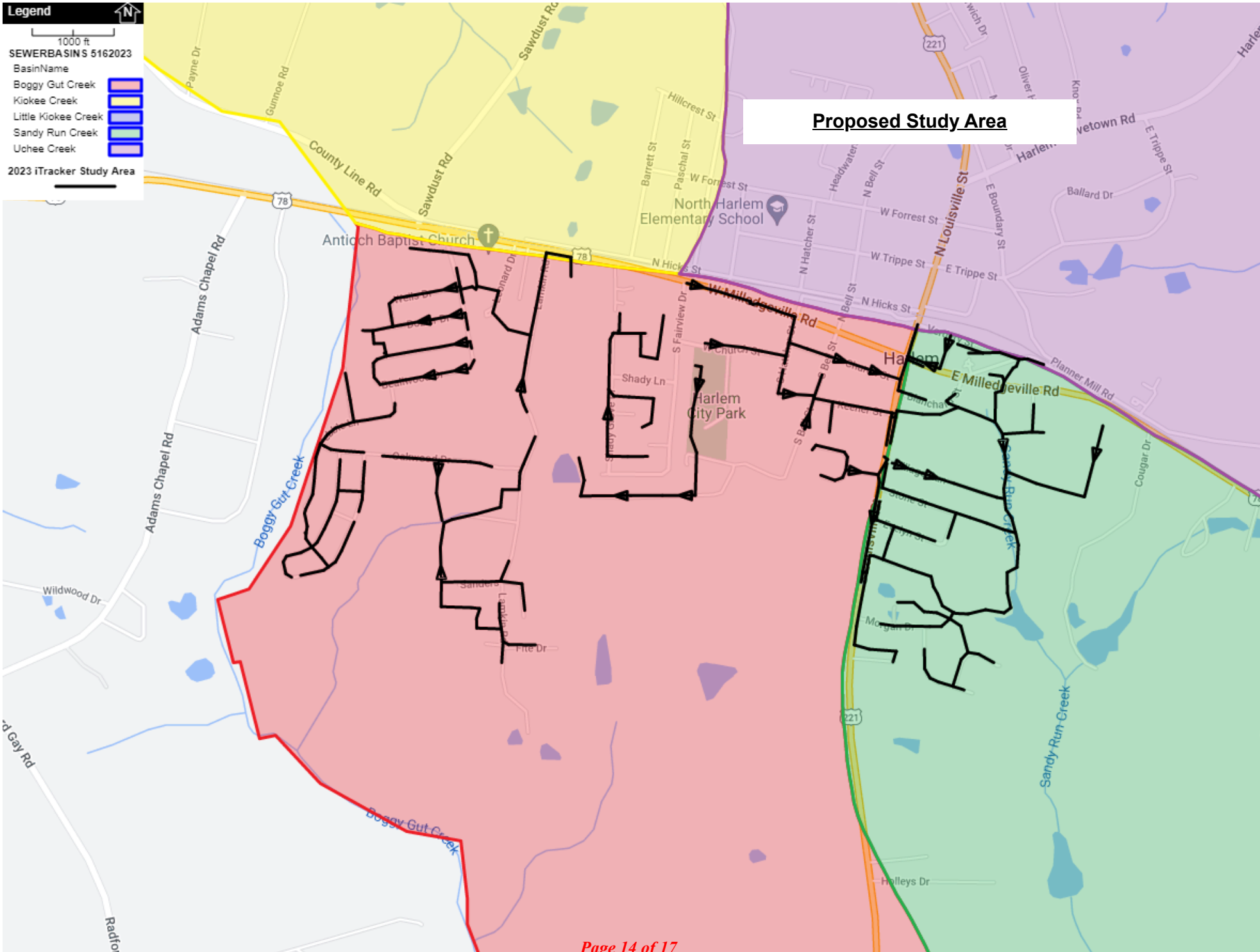
1000 ft

SEWERBASINS 5162023

BasinName

- Boggy Gut Creek
- Kiokee Creek
- Little Kiokee Creek
- Sandy Run Creek
- Uchee Creek

2023 iTracker Study Area



Proposed Study Area

THANK YOU

FOR YOUR CONSIDERATION OF OUR SERVICES

Stuart Tillery
Southeast Regional Manager
678-232-7706

400 E. AIRPORT ROAD, STE E
ELGIN, IL 60123
800-447-6687



