



**CONTRACT DOCUMENTS FOR
21ITB130146C-GS (A)**

**Preventive and Predictive Maintenance Services for
Chillers**

For

Department of Real Estate and Asset Management

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CONTRACT AGREEMENT

Contractor: Mechanical Services, Inc.

Contract No.: 21ITB130146C-GS, Preventive and Predictive Maintenance Services for Chillers (A)

Address: 464 Porsche Avenue
City, State Hapeville, GA 30354

Telephone: (404) 766-0292

Email: mechanicalsvsinc@bellsouth.net

Contact: Ben Ralston
Vice President

This Agreement made and entered into effective the 1st day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **MECHANICAL SERVICES, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Preventive and Predictive Maintenance Services for Chillers, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

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

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

The Agreement was approved by the Fulton County Board of Commissioners on November 3, 2021, BOC# 21-0873(A).

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to furnishing all materials, labor, tools, equipment and appurtenances necessary for preventive and predictive maintenance services for chillers. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

Commencement Term

The “Commencement Term” of this Agreement shall begin on 1st day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. 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.

a. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. 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.

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, 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.

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

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

complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

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

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade

regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

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

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to

waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County

as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Mechanical Services, Inc.
464 Porsche Avenue
Hapeville, GA 30354
Telephone: (404) 766-0292
Email: mechanicalsvsinc@bellsouth.net
Attention: Ben Ralston, Vice President

ARTICLE 29. **JURISDICTION**

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

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the

standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. **INVOICING AND PAYMENT**

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

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

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

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time

bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

MECHANICAL SERVICES, INC.

DocuSigned by:

Benjamin A. Ralston

Ben Ralston
Vice President

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



ATTEST:

DocuSigned by:

Harold S Stamey Jr

Secretary/
Assistant Secretary

(Affix Corporate Seal)



DocuSigned by:

APPROVED AS TO FORM:

DocuSigned by:

Denval Stewart

Office of the County Attorney

ATTEST:

Notary Public

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

Joseph N. Davis, Director
Department of Real and Estate
Management

County: _____

Commission Expires: _____

(Affix Notary Seal)

2021-0873A 11/3/2021
ITEM#: _____ RCS: _____
RECESS MEETING

11/22/21, 2:38 PM

GEORGIA



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **MECHANICAL SERVICES, INC.** Control Number: **J003442**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **464 Porsche Ave, P.O. Box 82698, HAPEVILLE, GA, 30354-1622, USA** Date of Formation / Registration Date: **3/31/1980**

State of Formation: **Georgia** Last Annual Registration Year: **2022**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Stamey, Denice D**

Physical Address: **117 Country Manor Lane, Cumming, GA, 30028, USA**

County: **Cherokee**

OFFICER INFORMATION

Name	Title	Business Address
Benjamin A Ralston	CFO	307 Clyde Ct, McDonough, GA, 30252, USA
STAMEY, DENICE D.	CEO	117 Country Manor Lane, Cumming, GA, 30028, USA
STAMEY, HAROLD S., JR.	Secretary	117 Country Manor Lane, Cumming, GA, 30028, USA

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

ADDENDA



Date: Wednesday, June 23, 2021

Project Number: 21ITB129146C-GS

Project Title: Preventive and Predictive Maintenance Services for Chillers

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

ADDENDUM NO. 1

The following date has been extended

1. **Bid Due Date Extended to:** Monday, July 12, 2021 at 11:00 A.M.
2. **Last day for questions and clarification is** Monday, June 28, 2021 at 2:00 P.M.
3. **Zoom via web conference Public Bid Opening information:**
Monday, July 12, 2021 at 11:30 A.M.
Join Zoom Meeting
<https://zoom.us/j/97498692430>

Meeting ID: 974 9869 2430

One tap mobile

+16465588656,,97498692430# US (New York)

+13017158592,,97498692430# US (Washington DC)

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 1, 8th day of July, 2021.

Mechanical Services, Inc.
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Vice President
Title



Date: Wednesday, July 6, 2021

Project Number: 21ITB129146C-GS

Project Title: Preventive and Predictive Maintenance Services for Chillers

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

ADDENDUM NO. 2

Questions and Answers

Question: Evaporator tubes

It was mentioned in the Pre-Bid Conference, but I have not seen in writing that the proposal for this bid does not include pulling evaporator heads and mechanically brushing evaporator tubes. Will you please clarify that pulling evaporator heads and mechanically brushing evaporator tubes is not part of the annual maintenance requirement for the chillers in this proposal?

Anion:

Answer: This is done on a 5 year rotation and is not an annual requirement therefore it is not calculated in this bid. This will be considered extra and will need a quote to be approved on an as needed basis.

Question: Refrigerant charging

Is the price for charging refrigerant per pound for the cost of the refrigerant only, or is that price per pound supposed to include the labor for a technician to pick up the refrigerant from a supply house, take it to the chiller, and

add the refrigerant to the chiller?

Answer: It is per pound.

Oil filter replacement

Question: Daikin does not recommend replacing oil filters on their chillers on an annual basis and Trane does not recommend replacing oil filters on an annual basis on some of the equipment that is listed in the bid documents. Do oil filters need to be changed as part of this proposal for these pieces of equipment where the manufacturer does not recommend changing them annually?

Answer: Please price accordingly per annual change out.

Health and Human Services Building

Question: What is the address of the Health and Human Services building mentioned in the bid documents?

Answer: 137 Peachtree Street SW, Atlanta, GA 30303.

Tom Lowe Shooting Grounds

Question: What is the address of the place where the chiller is located for the Tom Lowe Shooting Grounds, and what area does that that chiller serve?

Answer: 3025 Merk Rd SW, College Park, GA 30349.

Refrigerant monitor filters

Question: Do internal and external refrigerant monitor filters need to be replaced as part of the bid package while refrigerant monitors are being calibrated?

Answer: No.



The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 2, 8th day of July, 2021.

Mechanical Services, Inc.
Legal Name of Bidder/Proposer

Ben Dalt
Signature of Authorized Representative

Vice President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall be solely responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment.

Annual preventive and predictive maintenance for the chillers is the primary requirement of this contract; however, chillers and other equipment in these and/or other locations that require infrequent or one-time services or repairs will be performed on an as needed basis, as determined by the respective of the Fulton County Department of Real Estate and Asset Management (DREAM), HVAC Maintenance Team as the point of contact.

Preventive Maintenance includes reporting of any corrosion and/or scaling in any water carrying parts of the equipment.

CONTRACTORS QUALIFICATIONS:

Contractor must provide proof of having at least five (5) years of experience maintaining HVAC systems, which shall include chillers of capacity not less than 100 tons.

Contractor must acknowledge and certify that their company is qualified and their technicians are trained and certified for maintenance services and refrigerant handling. Technicians must be certified per federal, state and/or local regulations for work related tasks.

Required License/Certification:

Georgia Professional License (Applicable):

1. GA-Georgia Conditioned Air Contractor License Class II
2. Refrigerant license issued by EPA

Key Personnel:

A list of key personnel and an organizational chart shall be submitted with this bid. The list and chart shall include proposed management, supervisory and technical personnel. The chart shall outline the title and function of listed personnel. **Certification of technicians must be included.**

SCHEDULING

1. Within fifteen (15) days of receipt of Purchase Order, the Contractor must meet with representatives of DREAM HVAC Maintenance Team to finalize

a maintenance schedule. This schedule will be the basis for follow up action throughout the contract period.

2. Failure to provide the maintenance schedule may result in termination of the contract.

(A) ANNUAL TASK REQUIREMENTS: CHILLERS

The annual task requirements listed below as 1-7 must be performed annually for the equipment:

1. General Maintenance

Perform visual inspection of overall conditions like cleanliness, paint, etc. Inspect for unusual noise, vibrations, odor etc. Inspect system for leaks in piping, flange connections etc. Conduct leak test for refrigerant and oil by industry standard methods; repair minor leaks; inspect/replace filter drier in motor cooling line.

Clean all sight glasses and verify levels. Replace broken sight glasses, if any. Calibrate refrigerant monitor. Change refrigerant filters.

2. Lube System

Analyze the oil and submit a report. Check oil heater for proper operation and verify oil temperature/level per manufacturer's recommendations. Check operation of the pump. Check the solenoid valve, strainer and associated equipment. Clean if necessary.

Change the oil filter(s). Dispose of the waste oil and other fluids in compliance with relevant EPA/OSHA regulations.

3. Purge System

Record purge start and stops.

Clean oil separator and float; replace oil. Replace filter/drier in purge line.

Clean strainer and orifice.

Brush clean condenser coil.

Drain water as required and record volume drained.

Check purges heater operation. Check purge operation and check each tank and coil.

4. Controls

Clean inside and outside of the cabin. Check connections for tightness. Check operation of indicating and alarm devices.

Check all gages for proper connections, accuracy, breakage, etc.
Test and calibrate cutouts associated with low oil pressure, high condenser pressure, chilled water low limit, low refrigerant temperature and high motor temperature.
Check and calibrate operation of freeze stat.
Check operation of oil pressure and temperature controllers.
Check operation of head pressure controls and control valves.
Calibrate the valves and controls.
Check and calibrate flow switches operation.
Check and adjust water flow and refrigerant level.
Verify set points and operation of operating controls, control valves and leakages.
Verify vane control system. Lubricate as required.
Verify start, stop and anti-cycle timers.
(All calibration and control checks shall be signed off by an authorized representative of Fulton County DREAM HVAC Maintenance Team)

5. Electrical System

Check the interior and components of the starter for cleanliness, moisture and oil free conditions. Measure and record voltages on all three (3) phases.

Check all the contacts for signs of wear and arcing. Measure and record load current on all three phases on the compressor motor and compare with installed meter and nameplate values.

Check the motor terminals. Visually check for leaks. Repair insulation if damaged.

Measure and record the insulation resistance of motor windings phase to ground and between phases.

Measure insulation resistance to ground of cable from MCC disconnect to motor starter. Check the overload relays. In the cases where applicable, check oil in the dashpot and dash pot setting. Replace oil, if contaminated.

6. Condenser and Evaporator Tubes

Mechanically brush clean the evaporator tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed, for all chillers having a chilled water system.

Mechanically brush cleaning of the condenser tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed for all chillers with a water cooled condenser. This task must

be performed on the condenser tubes of the DX Unit at College Park Regional Health Center also.

Thoroughly clean, using coil cleaning chemical and water, the condenser coils in the case of all chillers with an air cooled condenser. Check for fouling and scaling. An authorized technician from Fulton County must verify the condition of tubes before and after cleaning.

Note: Information regarding the condenser and evaporator system is available in the attachment showing details of chillers

7. Cooling Tower

Carry out annual maintenance of the cooling tower, where installed, to satisfy, but not limited to, the following requirements:

Check fan motor, drive shafts and their alignment.

Check and record insulation value of fan motor windings.

Check fan blades for corrosion and/or deformation.

Check the gear box for unusual noise and/or vibration.

Check the oil level in the gear box. Add oil if necessary.

Replace drive belts if necessary.

Lubricate fan motor bearing.

Drain the tower, clean the cold water and hot water basins, nozzles and cells of the cooling tower in coordination with Facilities and Transportation Services Department maintenance staff.

Check flow control valves; make up valves, over flow/drain valves and balancing valves. Verify their operation with reference to the operation of the system.

(B) REPORTS

Provide final inspection and survey reports that shall include equipment and system evaluation based on the observations described above. The cost of this shall be pro-rated in the costs for items 1-7 above

(C) INFREQUENT MAINTENANCE REQUIREMENTS

Infrequent maintenance tasks may be performed in addition to the annual requirements. These tasks must be done on an "as needed" basis as approved by the respective DREAM HVAC Maintenance Team. These are priced on a per machine basis.

1. Refrigerant analysis.
2. Re-fill refrigerant (per lbs.). Where substantial losses are encountered, provide a refrigerant report to HVAC Maintenance Team representative with the quantity of refrigerant (pounds) added.

3. Replacing the oil (lump sum rate for each machine).
4. Eddy current analysis of evaporator bundles (pricing for each machine).
5. Eddy current analysis of condenser tube bundles (pricing for each machine).
6. Vibration analysis test, infrared testing for each machine starter and report any hot spots.

(D) REPAIRS

Any defect observed during the PM should be brought to the attention of the DREAM HVAC Maintenance Team Manager. Contractor should not proceed on the repair until written approval for the repair and estimated cost is obtained from the DREAM HVAC Maintenance Team Manager or DREAM Director/Deputy Director.

Contractor shall place near each chiller, for verification and compilation of history, a record of observation made during each of the visits.

WORKING HOURS

1. This contract is to provide repair services, if necessary, twenty-four (24) hours a day, and seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A.M. through 5:00 P.M. Monday through Friday excluding Fulton County holidays. All work performed outside of normal working hours (including weekends and holidays) will be paid at the rate quoted for after-hours labor. Holiday rates will only apply to holidays officially recognized by Fulton County: New Year's Eve, New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve and Christmas Day.
2. The Contractor is required to respond to all emergency calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

SERVICE CALLS

The Contractor must be capable of responding to all service calls within two (2) hours. The Contractor is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The Contractor must respond to requests in accordance with the following criteria:

- (a) Emergency Requests: Services and/or parts must be provided within two (2) hours.

- (b) High Priority Requests: Services and/or parts must be provided within twenty- four (24) hours.
- (c) Routine Requests: Services and/or parts must be provided within three (3) days.

Service rates will be charged for emergency, urgent and routine requests according to the basic hourly rates bid.

COMPANY PERSONNEL

All personnel of the company that will work must wear uniforms with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicle(s). At least one (1) crew member should be able to communicate in English.

WARRANTY

The Contractor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than ninety (90) days, the manufacturer's warranty period will prevail. Any additional repairs required within this ninety (90) day period will be at the expense of the Contractor. Parts will be replaced at no additional cost to Fulton County.

TECHNICAL REPORTS

The Contractor is required to submit a technical report on all preventive maintenance and service calls within five (5) days of completion. The report must contain the following information:

1. Start time & completion time.
2. Date service was performed.
3. Location of service.
4. Person requesting the service
5. Itemized parts list.
6. Type of equipment repaired (make, model#)
7. Fulton County building asset number.
8. A report of checks and activities as shown in Attachment 1.
9. Detail listing of other specific actions performed as part of the maintenance or repair.
10. Fulton County RWP (Preventive Maintenance) or Service Order number/s.

The Contractor may submit this information on the same form utilized for invoicing; however, the successful bidder(s) will not receive payment for any invoices until the technical report is received.

ADDITIONAL PARTS

This paragraph is only applicable to parts not included as part of the preventive and predictive maintenance specification. The Contractor is required to supply all parts associated with repairs and routine maintenance under the scope of this specification. Prior to purchasing any parts for work outside the scope of this specification, approval must be obtained from the appropriate DREAM HVAC Maintenance Team or the Fulton County designated representative. The following information must be provided:

- a. An invoice indicating the price the Contractor paid for the part from the supplier or manufacturer.
- b. If any freight was associated with the shipment of the part, a paid freight invoice must be submitted.
- c. The Contractor reimbursement for parts priced at \$500 or less will be computed utilizing the following formula:

(Contractor cost for part) x (1 + Contractor markup percentage) + cost of freight.

Example:

Contractor cost for part = \$20

Contractor markup on parts = 10%

Contractor freight cost = \$5.00

$(\$20.00 \times 1.10) + 5 = \27

Fulton County reserves the right to reject any and all pricing for parts and to require the Contractor to install parts procured from other sources. If Fulton County elects to procure parts from an outside source the Contractor warranty shall extend to labor only.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Mechanical Services, Inc.For: **21ITB130146C-GS, Preventive and Predictive Maintenance Services for Chillers**Submitted on July 12, 2021.

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

BASE BID AMOUNT (Combine the Total Cost from Annual Maintenance of Chillers + the Total Cost from Annual Maintenance of Cooling Towers + Labor Charge Per Hour Normal Operation + Labor Charge Per Hour After Normal Operation for FY2022)

\$ 50,230.⁰⁰

(Dollar Amount in Numbers)

Fifty Thousand Two Hundred Thirty & ⁰⁰/₁₀₀ Dollars

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

The award will be based on bidder's total combine costs of FY2022 (Original Term) from the Annual Maintenance of Chillers, Annual Maintenance of Cooling Towers, Labor Charge Per Hour Normal Operation, and the Labor Charge Per Hour After Normal Operation. This will be annotated as the Total Base Bid on page 1 of 11 of this Bid Form Sheet.

(Original Term) YEAR 2022

Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
						[1]	[2]	[3]	[4]	[5]	
1	Central Library	MCQUAY	200	R134	1400	250	10	300	850	850	1,200
2	Central Library	MCQUAY	300	R134	1400		10	300	850	850	
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4	Auburn Avenue Research Library	McQUAY	80	R22	680		60	150	N/A	N/A	Not Applicable
5	Auburn Avenue Research Library	McQUAY	80	R22	680		60	150	N/A	N/A	Not Applicable
6	Justice Tower	TRANE	880	R123	1900		30	150	1200	1400	4,100
7	Justice Tower	TRANE	880	R123	1900		30	150	1200	1400	
8	Justice Tower	TRANE	200	R123	1900		30	150	1200	1400	
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2,400
10	Government Center	CARRIER	400	134a	1700		10	250	1200	1400	
11	Government Center	CARRIER	600	134a	1700		10	250	1200	1400	
12	Government Center	CARRIER	600	134a	1700		10	250	1200	1400	
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

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Bid Form

14	Center for Health and Rehabilitation	TRANE	100	R134	800	250	10	150	750	750	700
15	Center for Health and Rehabilitation	TRANE	100	R134	800		10	150	750	750	
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17	Helene S Mills Senior MP Center	CARRIER	80	R134	680		10	150	N/A	N/A	Not Applicable
18	Helene S Mills Senior MP Center	CARRIER	80	R134	680		10	150	N/A	N/A	Not Applicable
19	Juvenile Justice Center	MCQUAY	200	R134	1600		10	300	1000	1300	1,400
20	Juvenile Justice Center	MCQUAY	200	R134	1600		10	300	1000	1300	
21	Juvenile Justice Center	MCQUAY	100	R134	1300		10	300	900	1100	
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23	Medical Examiner's Office	TRANE	100	R 134	900		10	150	N/A	N/A	Not Applicable
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	680		10	150	N/A	N/A	Not Applicable
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	680		10	150	N/A	N/A	Not Applicable
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	680		10	150	N/A	N/A	Not Applicable
Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per Lb	Oil Replacement per Gal	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
27	Northeast Regional Library	YORK	120	R22	680		60	150	N/A	N/A	Not Applicable
28	Jefferson Place Homeless Complex	CARRIER	100	R22	900		60	150	N/A	N/A	Not Applicable
29	Jefferson Place Homeless Complex	TRANE	100	R22	900		60	150	N/A	N/A	
30	North Fulton Service Center	TRANE	90	R134	800		10	150	700	700	600
31	North Fulton Service Center	TRANE	90	R134	800		10	150	700	700	
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33	Northwest Library	YORK	80	R134	900		10	300	N/A	N/A	Not Applicable
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	800		60	150	N/A	N/A	Not Applicable
35	Southwest Regional Library	CARRIER	90	R134	680		10	150	N/A	N/A	Not Applicable
36	College Park Health Center	TRANE	30	R410	680		20	150	N/A	N/A	400
37	College Park Health Center	TRANE	30	R410	680		20	150	N/A	N/A	

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	500
40	South Fulton Service Center	TRANE	90	R134	800	250	10	150	700	700	600
41	South Fulton Service Center	TRANE	91	R134	800	1	10	150	700	700	
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43	Health and Human Services Building	McQUAY	90	R410	900	1	20	150	N/A	N/A	Not Applicable
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400
45	Milton Library	McQUAY	90	R134	680	1	10	150	N/A	N/A	Not Applicable
46	Wolf Creek Library	YORK	90	R134	680	1	10	150	N/A	N/A	Not Applicable
47	Alpharetta Library	McQUAY	90	R134	680	1	10	150	N/A	N/A	Not Applicable

YEAR 2022

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

(1st Renewal Term)
YEAR 2023

SI. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
						[1]	[2]	[3]	[4]	[5]	[6]
1	Central Library	MCQUAY	200	R134	1500	250	10	300	850	850	1500
2	Central Library	MCQUAY	300	R134	1500		10	300	850	850	
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4	Auburn Avenue Research Library	McQUAY	80	R22	680		60	150	N/A	N/A	Not Applicable
5	Auburn Avenue Research Library	McQUAY	80	R22	680		60	150	N/A	N/A	Not Applicable
6	Justice Tower	TRANE	880	R123	2100		30	150	1200	1400	4,400
7	Justice Tower	TRANE	880	R123	2100		30	150	1200	1400	
8	Justice Tower	TRANE	200		2100		30	150	1200	1400	
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
10	Government Center	CARRIER	400	134a	1800		10	250	1200	1400	2,700
11	Government Center	CARRIER	600	134a	1800		10	250	1200	1400	
12	Government Center	CARRIER	600	134a	1800		10	250	1200	1400	
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14	Center for Health and Rehabilitation	TRANE	100	R134	900		10	150	750	750	900
15	Center for Health and Rehabilitation	TRANE	100	R134	900		10	150	750	750	
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17	Helene S Mills Senior MP Center	CARRIER	80	134a	680		10	150	N/A	N/A	Not Applicable
18	Helene S Mills Senior MP Center	CARRIER	80	134a	680		10	150	N/A	N/A	Not Applicable
19	Juvenile Justice Center	MCQUAY	200	R134	1700		10	300	1000	1300	1,600
20	Juvenile Justice Center	MCQUAY	200	R134	1700		10	300	1000	1300	
21	Juvenile Justice Center	MCQUAY	100	R134	1400		10	300	900	1100	
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23	Medical Examiner's Office	TRANE	100	R 134	900		10	150	N/A	N/A	Not Applicable
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	680		10	150	N/A	N/A	Not Applicable
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	680	↓	10	150	N/A	N/A	Not Applicable

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	680	250	10	150	N/A	N/A	Not Applicable
Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per Lb	Oil Replacement per Gal	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
27	Northeast Regional Library	YORK	120	R22	680	250	60	150	N/A	N/A	Not Applicable
28	Jefferson Place Homeless Complex	CARRIER	100	R22	900		60	150	N/A	N/A	Not Applicable
29	Jefferson Place Homeless Complex	TRANE	100	R22	900		60	150	N/A	N/A	
30	North Fulton Service Center	TRANE	90	R134	900		10	150	700	700	800
31	North Fulton Service Center	TRANE	90	R134	900		10	150	700	700	
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33	Northwest Library	YORK	80	R134	900		10	300	N/A	N/A	Not Applicable
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	900		60	150	N/A	N/A	Not Applicable
35	Southwest Regional Library	CARRIER	90	R134	680		10	150	N/A	N/A	Not Applicable
36	College Park Health Center	TRANE	30	R410	680		20	150	N/A	N/A	600
37	College Park Health Center	TRANE	30	R410	680		20	150	N/A	N/A	
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	600
40	South Fulton Service Center	TRANE	90	R134	900		10	150	700	700	800
41	South Fulton Service Center	TRANE	91	R134	900		10	150	700	700	
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43	Health and Human Services Building	McQUAY	90	R410	900		20	150	N/A	N/A	Not Applicable
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400
45	Milton Library	McQUAY	90	R134	680		10	150	N/A	N/A	Not Applicable
46	Wolf Creek Library	YORK	90	R134	680		10	150	N/A	N/A	Not Applicable
47	Alpharetta Library	McQUAY	90	R134	680		10	150	N/A	N/A	Not Applicable

YEAR 2023

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

(2nd Renewal Term)
YEAR 2024

SI. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
						[1]	[2]	[3]	[4]	[5]	[6]
1	Central Library	MCQUAY	200	R134	1500	250	10	300	850	850	1,500
2	Central Library	MCQUAY	300	R134	1500		10	300	850	850	
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4	Auburn Avenue Research Library	McQUAY	80	R22	680		60	150	N/A	N/A	Not Applicable
5	Auburn Avenue Research Library	McQUAY	80	R22	680		60	150	N/A	N/A	Not Applicable
6	Justice Tower	TRANE	880	R123	2100		30	150	1200	1400	4,400
7	Justice Tower	TRANE	880	R123	2100		30	150	1200	1400	
8	Justice Tower	TRANE	200		2100		30	150	1200	1400	
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
10	Government Center	CARRIER	400	134a	1800		10	250	1200	1400	2,700
11	Government Center	CARRIER	600	134a	1800		10	250	1200	1400	
12	Government Center	CARRIER	600	134a	1800		10	250	1200	1400	
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14	Center for Health and Rehabilitation	TRANE	100	R134	900		10	150	750	750	900
15	Center for Health and Rehabilitation	TRANE	100	R134	900		10	150	750	750	
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17	Helene S Mills Senior MP Center	CARRIER	80	134a	680		10	150	N/A	N/A	Not Applicable
18	Helene S Mills Senior MP Center	CARRIER	80	134a	680		10	150	N/A	N/A	Not Applicable
19	Juvenile Justice Center	MCQUAY	200	R134	1700		10	300	1000	1300	1,600
20	Juvenile Justice Center	MCQUAY	200	R134	1700		10	300	1000	1300	
21	Juvenile Justice Center	MCQUAY	100	R134	1400		10	300	900	1100	
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23	Medical Examiner's Office	TRANE	100	R 134	900		10	150	N/A	N/A	Not Applicable
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	680		10	150	N/A	N/A	Not Applicable
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	680	↓	10	150	N/A	N/A	Not Applicable

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Bid Form

26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	680	250	10	150	N/A	N/A	Not Applicable
Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per Lb	Oil Replacement per Gal	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
27	Northeast Regional Library	YORK	120	R22	680	250	60	150	N/A	N/A	Not Applicable
28	Jefferson Place Homeless Complex	CARRIER	100	R22	900		60	150	N/A	N/A	Not Applicable
29	Jefferson Place Homeless Complex	TRANE	100	R22	900		60	150	N/A	N/A	
30	North Fulton Service Center	TRANE	90	R134	900		10	150	700	700	800
31	North Fulton Service Center	TRANE	90	R134	900		10	150	700	700	
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33	Northwest Library	YORK	80	R134	900		10	300	N/A	N/A	Not Applicable
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	900		60	150	N/A	N/A	Not Applicable
35	Southwest Regional Library	CARRIER	90	R134	680		10	150	N/A	N/A	Not Applicable
36	College Park Health Center	TRANE	30	R410	680		20	150	N/A	N/A	600
37	College Park Health Center	TRANE	30	R410	680		20	150	N/A	N/A	
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	600
40	South Fulton Service Center	TRANE	90	R134	900		10	150	700	700	800
41	South Fulton Service Center	TRANE	91	R134	900		10	150	700	700	
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43	Health and Human Services Building	McQUAY	90	R410	900		20	150	N/A	N/A	Not Applicable
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400
45	Milton Library	McQUAY	90	R134	680		10	150	N/A	N/A	Not Applicable
46	Wolf Creek Library	YORK	90	R134	680		10	150	N/A	N/A	Not Applicable
47	Alpharetta Library	McQUAY	90	R134	680	↓	10	150	N/A	N/A	Not Applicable

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Section 2
Bid Form

Pricing for Labor Charges

Description	2022	2023	2024
Labor charges per hour applicable for <u>normal hours of Operation</u> (7:00 A.M.– 5 P.M., Monday through Friday excluding Fulton County observed holidays)	\$ <u>90</u>	\$ <u>90</u>	\$ <u>95</u>
Labor charges per hour applicable <u>after normal hours of operation</u> (5:01 P.M.– 6:59 A.M. Monday through Friday, all Weekend days and Fulton County observed holidays)	\$ <u>120</u>	\$ <u>120</u>	\$ <u>130</u>

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Bid Form

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

N/A Dollars

(\$) according to the conditions of "Instructions to Bidders" and provisions

thereof.

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

ADDENDUM #	<u>1</u>	DATED	<u>7/8/21</u>
ADDENDUM #	<u>2</u>	DATED	<u>7/8/21</u>
ADDENDUM #	<u> </u>	DATED	<u> </u>
ADDENDUM #	<u> </u>	DATED	<u> </u>

BIDDER: Mechanical Services, Inc.

Signed by: Ben Ralston Ben Ralston
[Type or Print Name]

Title: Vice President

Business Address: 464 Porsche Avenue
Hapeville, GA 30354

Business Phone: 404-766-0292

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Section 2
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

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

Name	Address
Denise D. Stamey	464 Porsche Avenue
Harold S. Stamey, Jr.	Hapeville, GA 30354
Ben Ralston	

END OF SECTION

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT

By executing this affidavit, the undersigned contractor 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 services¹ under a contract with [insert name of prime contractor] Mechanical Services, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

234766
EEV/Basic Pilot Program* User Identification Number

Ben Balston
BY: Authorized Officer of Agent
(Insert Contractor Name)

Vice President
Title of Authorized Officer or Agent of Contractor

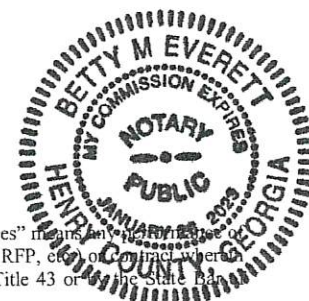
Ben Balston
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 8th day of July, 2021.

Notary Public: Betty M. Everett

County: Henry

Commission Expires: Jan. 26, 2023



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any physical labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract where the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[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].

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Preventive and Predictive Maintenance Services for Chillers

Section 6
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

N/A

**FORM B: GEORGIA SECURITY AND IMMIGRATION 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 services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Ben Ralston

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[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].

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Mechanical Services, Inc.

Performing work as: Prime Contractor ☒ Sub-Contractor ☐

Professional License Type: Conditioned Air, Non-Restricted

Professional License Number: CN208254

Expiration Date of License: 11/30/21

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

Signed: Ben Ralst

Date: 7/8/2021

(ATTACH COPY OF LICENSE)

FORM D: 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.

Please See Attached Letter of Explanation

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.

Please See Attached Letter of Explanation

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 has ever: (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.

Please See Attached Letter of Explanation

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 or 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 8th day of July, 2021

Mechanical Services, Inc. 7/8/2021
(Legal Name of Proponent) (Date)

Don Roberts
(Signature of Authorized Representative) (Date)

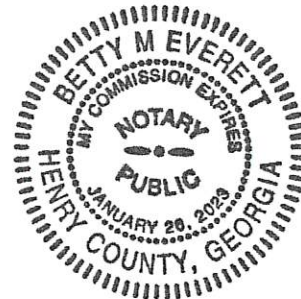
Vice President
(Title)

Sworn to and subscribed before me,

This 8th day of July, 2021

Betty M. Everett
(Notary Public) (Seal)

Commission Expires Jan 26, 2023
(Date)





MECHANICAL SERVICES, INC.

SERVICE - PIPING - REFRIGERATION

P.O. BOX 82698 • 464 HENRY FORD II AVENUE • HAPEVILLE, GEORGIA 30354

TEL. (404) 766-0292 • FAX (404) 766-0862 • GA REG. CN208254

July 8, 2021

Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, GA 30303

RE: RFP# 21ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

To Whom It May Concern:

With regard to the Offeror's Disclosure Form and Questionnaire, Mechanical Services Inc. offers the following:

Item 1 – Names and business address of each of the Offeror's firm's officers:

Denice D. Stamey	President, Owner	464 Porsche Avenue Hapeville, GA 30354
Ben Ralston	Vice President	464 Porsche Avenue Hapeville, GA 30354
Harold Stamey, Jr.	Secretary/Treasurer	464 Porsche Avenue Hapeville, GA 30354

Mr. Ralston, as Service Manager, will be responsible for overseeing this project.

Item 2 – General development of said Offeror's business.

Mechanical Services, Inc. has been in business since 1967 and is a member in good standing in the Plumbers and Pipefitters Local 72 and the Sheet Metal Worker' International Association, Local Union No. 85.

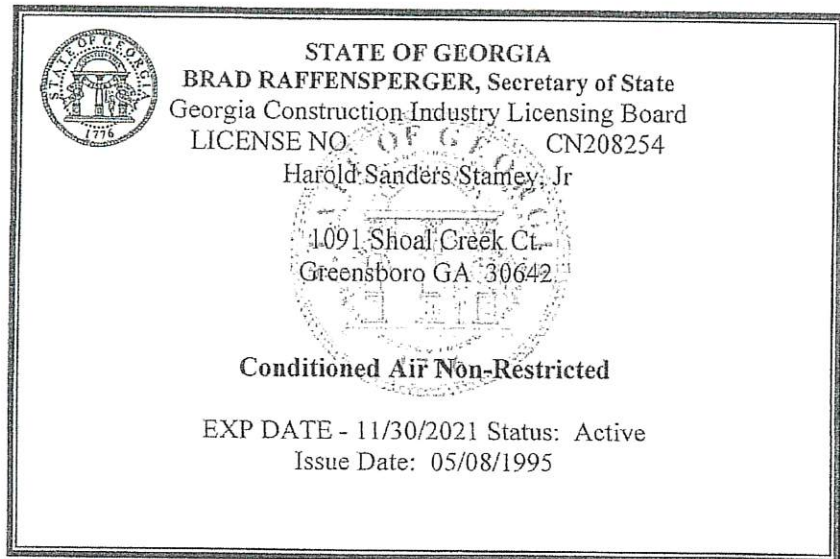
Item 3 – Business relationship with Fulton County.

Mechanical Services Inc. has had a working relationship with Fulton County for many years. We are currently under contract with regard to the Preventive & Predictive Maintenance Services of Chillers, and the HVAC On-Call Maintenance Contract. In the past, we have held the Chiller Maintenance Contract, On-Call Service Contract, and numerous contracts with regard to HVAC and/or bid projects. All work was satisfactorily completed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ben Ralston", is written over a horizontal line.

Ben Ralston
Vice President



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.state.ga.us/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: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Harold Sanders Stamey, Jr
1091 Shoal Creek Ct.
Greensboro GA 30642





CITY OF HAPEVILLE

3468 N FULTON AVE.
HAPEVILLE, GA 30354-1466

COMMERCIAL OCCUPATIONAL TAX PERMIT

LICENSE YEAR: 2021

LICENSE TYPE: MECHANICAL CONTRACTOR

LICENSE NUMBER: 1148

EXPIRATION DATE: 3/31/2022

ISSUED TO: MECHANICAL SERVICES, INC.

LOCATION: 464 HENRY FORD II AVE

HAPEVILLE GA 30354-1158

THIS LICENSE MUST BE POSTED AND IS NON-TRANSFERABLE

City Clerk

This certificate must be displayed in a conspicuous place in the licensee's establishment. City Hall must be notified of any changes to address, ownership, or licensee. This permit is subject to revocation for cause. In accepting this Permit, the licensee hereby acknowledges and affirms that: a) the information provided to gain this certificate is true, complete and accurate and any inaccuracy may be considered cause for invalidation of this certificate; b) the City of Hapeville may enforce any and all ordinance, regardless of payment of fees or issuance of this certificate; c) it is the responsibility of the licensee to conform with said ordinances in full; and d) Licensee affirms that this certificate has been issued based upon representations made by the Licensee under oath and the Licensee understands that false statement made to the City are punishable as a felony under section 16-10-20 O.C.G.A.

EXHIBIT F

CONTRACT COMPLIANCE FORMS

21ITB130146C-GS

Preventive and Predictive Maintenance Services for Chillers

Section 7

Contract Compliance Requirements

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Ben Ralston),
Name

Vice President
Title

Mechanical Services, Inc.
Firm 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) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That 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) That 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) That 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) That 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: Ben Ralston TITLE: Vice President

SIGNATURE: Ben Ralston

ADDRESS: 4164 Porsche Avenue
Hapeville, GA 30354

PHONE NUMBER: 404-766-0292 EMAIL: mechanicalsvsinc@bellsouth.net

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Mechanical Services, Inc.

ITB/RFP Name & Number: Preventive and Predictive Maintenance for Chillers
21ITB130146C-GS

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT ☐, is ☒ a minority ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☒ White Female American (WFBE); **If yes, please attach copy of recent certification. (Check the appropriate box/es)

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ _____ or 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)



Total Percentage of Subcontractor Value: (%)

0

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: Ben Ralit Title: Vice President

Business or Corporate Name: Mechanical Services, Inc.

Address: 464 Porsche Ave.
Hapeville, GA 30354

Telephone: (404) 766-0292

Fax Number: (404) 766-0862

Email Address: mechanicalsvsinc@bellsouth.net



MECHANICAL SERVICES, INC.

SERVICE - PIPING - REFRIGERATION

P.O. BOX 82698 • 464 HENRY FORD II AVENUE • HAPEVILLE, GEORGIA 30354

TEL. (404) 766-0292 • FAX (404) 766-0862 • GA REG. CN208254

July 8, 2021

Fulton County Government
141 Pryor Street SW
Suite G-119
Atlanta, GA 30303

RE: Equal Business Opportunity Plan
RFP# 21ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

To Whom It May Concern:

Mechanical Services, Inc. offers the following statement regarding an Equal Business Opportunity Plan.

Please note that Mechanical Services, Inc. is female owned and a member in good standing in the Plumbers, Pipefitters and Service Technicians Local 72 and the Sheet Metal Workers' International Association, Local Union No. 85. We are bound by the current collective bargaining agreement, which states in part the following:

Article 4

Section 2 – The service employer shall have the right to hire and discharge, provided however that such rights shall be exercised on a non-discriminatory basis and such decisions shall not be based on, or in any way be affected by race, religion, color, national origin, ancestry or sex.

Section 5 – The union will consider and furnish applicants for jobs on a non-discriminatory basis and such selection shall not be based on, or in any way affected by race, color, national origin, sex or union membership.

Be it also known that due to the technical nature of this project, Mechanical Services Inc. does not plan to subcontract any element of the project. However, should an opportunity arise, Mechanical Services Inc. is certainly agreeable to teaming and/or mentor-protégé relationships with minority and female businesses in an effort to achieve diversity.

If you require additional information or have any questions or concerns, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Ralston". The signature is fluid and cursive.

Mr. Ben Ralston
Vice President

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

- 1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

- 2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
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21ITB130146C-GS

Preventive and Predictive Maintenance Services for Chillers

Section 5

Insurance and Risk Management Provisions

(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY	Per Occurrence	\$1,000,000
(in excess of above noted coverage)		

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government – Department Purchasing and Contract
Compliance
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates must list Project Name (where applicable).

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or

relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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: Mechanical Services, Inc. SIGNATURE: Ben Ralston

NAME: Ben Ralston TITLE: Vice President DATE: 7/8/2021



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/24/2021

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4684 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM															
INSURED MECHANICAL SERVICES INC 484 PORSCHE AVE HAPEVILLE, GA 30354		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>FEDERATED MUTUAL INSURANCE COMPANY</td> <td>13935</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	FEDERATED MUTUAL INSURANCE COMPANY	13935	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #																
FEDERATED MUTUAL INSURANCE COMPANY	13935																
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 144

REVISION NUMBER: 0

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 INSR	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	Y	9867162	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	9867162	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y	N	9867164	09/01/2021	09/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	9867163	09/01/2021	09/01/2022	<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

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

CERTIFICATE HOLDER

 370-932-6
 FULTON COUNTY GOVERNMENT DEPARTMENT
 PURCHASING AND CONTRACT COMPLIANCE
 130 PEACHTREE ST SW STE 1168
 ATLANTA, GA 30303-3443

144 0

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



AGENCY CUSTOMER ID: 370-932-6

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MECHANICAL SERVICES INC 464 PORSCHE AVE HAPEVILLE, GA 30354
POLICY NUMBER SEE CERTIFICATE # 144.0		
CARRIER SEE CERTIFICATE # 144.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 144.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: FULTON COUNTY GOVERNMENT, IT'S OFFICIALS, OFFICERS AND EMPLOYEES.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-128 (03-03)

Policy Number: 9867162

Transaction Effective Date: 09-01-2021

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

21-0873 Real Estate and Asset Management

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, Bid#21ITB130146C-GS, Preventive and Predictive Maintenance Services for Chillers in the total amount of \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in the amount of \$400,000.00; (B) Johnson Controls, Inc. (Roswell, GA) in the amount of \$400,000.00; and (C) Daikin Applied, Inc. (Marietta, GA) in the amount of \$400,000.00, to provide on-site preventive and predictive maintenance services for chillers on an "as needed" basis for Fulton County facilities. Effective dates: from January 1, 2022 through December 31, 2022, with two (2) renewal options.

21-0874 Real Estate and Asset Management

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, Bid# 21ITB1302418C-CG, Standby Plumbing Repair Services in the total amount of \$225,000.00, with (A) Talon Property Services, LLC (Atlanta, GA) in the amount of \$90,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in the amount of \$90,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in the amount of \$45,000.00, to provide on-site standby plumbing repair services on an "as needed" basis for all Fulton County facilities. Effective dates: January 1, 2022 through December 31, 2022, with two renewal options.

Health and Human Services**21-0875 Public Works**

Request approval of a recommended proposal - Department of Public Works, RFP#21RFP130845K-BKJ, Progressive Design-Build Services for Atlanta Newnan Road Pump Station and Force Main in the amount of \$590,000.00 with Reeves Young /GMC JV, to provide Progressive Design-Building services for the design and construction of the Atlanta Newnan Road Pump Station and associated force main pipeline. Effective upon execution of contract for 180 consecutive days upon issuance of the Notice to Proceed.



**CONTRACT DOCUMENTS FOR
21ITB130146C-GS (C)**

**Preventive and Predictive Maintenance Services for
Chillers**

For

Department of Real Estate and Asset Management

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ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
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EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

CONTRACT AGREEMENT

Contractor: Daikin Applied Americas dba Daikin Applied

Contract No.: 21ITB130146C-GS, Preventive and Predictive Maintenance Services for Chillers (C)

Address: 1765 W. Oak Pkwy
City, State Marietta, GA 30062

Telephone: (678) 858-3636

Email: blake.dickey@daikinapplied.com

Contact: Blake Dickey
District Service Manager

This Agreement made and entered into effective the 1st day of January, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **DAIKIN APPLIED AMERICAS DBA DAIKIN APPLIED**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Preventive and Predictive Maintenance Services for Chillers, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

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

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

The Agreement was approved by the Fulton County Board of Commissioners on November 3, 2021, BOC# 21-0873(C).

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to furnishing all materials, labor, tools, equipment and appurtenances necessary for preventive and predictive maintenance services for chillers. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

Commencement Term

The “Commencement Term” of this Agreement shall begin on 1st day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. 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.

a. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. 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.

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, 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.

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

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

complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

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

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade

regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

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

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to

waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County

as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Daikin Applied Americas dba Daikin Applied
1765 W Oak Pkwy
Marietta, GA 30062
Telephone: (678) 858-3636
Email: blake.dickey@daikinapplied.com
Attention: Blake Dickey, District Service Manager

ARTICLE 29. **JURISDICTION**

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

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the

standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. **INVOICING AND PAYMENT**

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

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

2) Invoice Details

- a. Invoice Date
- b. Invoice Number (uniquely numbered, no duplicates)
- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

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

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time

bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

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

ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA6F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

**DAIKIN APPLIED AMERICAS
DBA DAIKIN APPLIED**

DocuSigned by:

Blake Dickey

1AD8A9E680E84CB...

Blake Dickey,
District Service Manager

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

2277A2CE73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

E45C9C5F17FB417...

Joseph N. Davis, Director
Department of Real and Estate
Management

ATTEST:

Vicki L Brunk

Notary Public

County: Gwinnett

Commission Expires: June 20, 2024

(Affix Notary Seal)

DocuSigned by:



2021-0873C 11/3/2021 Regular Meeting
ITEM#: _____ RCS: _____
RECESS MEETING



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

HOME (<https://ecorp.sos.ga.gov/>)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **DAIKIN APPLIED AMERICAS INC.** Control Number: **K211009**

Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **13600 Industrial Park Blvd., Minneapolis, MN, 55441, USA** Date of Formation / Registration Date: **4/20/1992**

Jurisdiction: **Delaware** Last Annual Registration Year: **2021**

REGISTERED AGENT INFORMATION

Registered Agent Name: **C T Corporation System**

Physical Address: **289 S Culver St, Lawrenceville, GA, 30046-4805, USA**

County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
Clayton J. Jacoby	CFO	13600 Industrial Park Blvd., Minneapolis, MN, 55441, USA
Michael G. Schwartz	CEO	13600 Industrial Park Blvd., Minneapolis, MN, 55441, USA
Susan C. Snyder	Secretary	13600 Industrial Park Blvd., Minneapolis, MN, 55441, USA

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Filing History

Name History

Return to Business Search

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>
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ADDENDA



Date: Wednesday, June 23, 2021

Project Number: 21ITB129146C-GS

Project Title: Preventive and Predictive Maintenance Services for Chillers

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

ADDENDUM NO. 1

The following date has been extended

1. **Bid Due Date Extended to:** Monday, July 12, 2021 at 11:00 A.M.
2. **Last day for questions and clarification is** Monday, June 28, 2021 at 2:00 P.M.
3. **Zoom via web conference Public Bid Opening information:**

Monday, July 12, 2021 at 11:30 A.M.

Join Zoom Meeting

<https://zoom.us/j/97498692430>

Meeting ID: 974 9869 2430

One tap mobile

+16465588656,,97498692430# US (New York)

+13017158592,,97498692430# US (Washington DC)

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 1, 12 day of July, 2021.

Daikin Applied Americas, D.B.A. Daikin Applied

Legal Name of Bidder/Proposer

Joseph Williams

Signature of Authorized Representative

Operations Manager

Title



Date: Wednesday, July 6, 2021

Project Number: 21ITB129146C-GS

Project Title: Preventive and Predictive Maintenance Services for Chillers

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

ADDENDUM NO. 2

Questions and Answers

Question: Evaporator tubes

It was mentioned in the Pre-Bid Conference, but I have not seen in writing that the proposal for this bid does not include pulling evaporator heads and mechanically brushing evaporator tubes. Will you please clarify that pulling evaporator heads and mechanically brushing evaporator tubes is not part of the annual maintenance requirement for the chillers in this proposal?

Anion:

Answer: This is done on a 5 year rotation and is not an annual requirement therefore it is not calculated in this bid. This will be considered extra and will need a quote to be approved on an as needed basis.

Question: Refrigerant charging

Is the price for charging refrigerant per pound for the cost of the refrigerant only, or is that price per pound supposed to include the labor for a technician to pick up the refrigerant from a supply house, take it to the chiller, and

add the refrigerant to the chiller?

Answer: It is per pound.

Oil filter replacement

Question: Daikin does not recommend replacing oil filters on their chillers on an annual basis and Trane does not recommend replacing oil filters on an annual basis on some of the equipment that is listed in the bid documents. Do oil filters need to be changed as part of this proposal for these pieces of equipment where the manufacturer does not recommend changing them annually?

Answer: Please price accordingly per annual change out.

Health and Human Services Building

Question: What is the address of the Health and Human Services building mentioned in the bid documents?

Answer: 137 Peachtree Street SW, Atlanta, GA 30303.

Tom Lowe Shooting Grounds

Question: What is the address of the place where the chiller is located for the Tom Lowe Shooting Grounds, and what area does that that chiller serve?

Answer: 3025 Merk Rd SW, College Park, GA 30349.

Refrigerant monitor filters

Question: Do internal and external refrigerant monitor filters need to be replaced as part of the bid package while refrigerant monitors are being calibrated?

Answer: No.



The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 2, 12 day of July, 2021.

Daikin Applied Americas, d.b.a. Daikin Applied

Legal Name of Bidder/Proposer

Joseph Williams

Signature of Authorized Representative

Operations Manager

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall be solely responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment.

Annual preventive and predictive maintenance for the chillers is the primary requirement of this contract; however, chillers and other equipment in these and/or other locations that require infrequent or one-time services or repairs will be performed on an as needed basis, as determined by the respective of the Fulton County Department of Real Estate and Asset Management (DREAM), HVAC Maintenance Team as the point of contact.

Preventive Maintenance includes reporting of any corrosion and/or scaling in any water carrying parts of the equipment.

CONTRACTORS QUALIFICATIONS:

Contractor must provide proof of having at least five (5) years of experience maintaining HVAC systems, which shall include chillers of capacity not less than 100 tons.

Contractor must acknowledge and certify that their company is qualified and their technicians are trained and certified for maintenance services and refrigerant handling. Technicians must be certified per federal, state and/or local regulations for work related tasks.

Required License/Certification:

Georgia Professional License (Applicable):

1. GA-Georgia Conditioned Air Contractor License Class II
2. Refrigerant license issued by EPA

Key Personnel:

A list of key personnel and an organizational chart shall be submitted with this bid. The list and chart shall include proposed management, supervisory and technical personnel. The chart shall outline the title and function of listed personnel. **Certification of technicians must be included.**

SCHEDULING

1. Within fifteen (15) days of receipt of Purchase Order, the Contractor must meet with representatives of DREAM HVAC Maintenance Team to finalize

a maintenance schedule. This schedule will be the basis for follow up action throughout the contract period.

2. Failure to provide the maintenance schedule may result in termination of the contract.

(A) ANNUAL TASK REQUIREMENTS: CHILLERS

The annual task requirements listed below as 1-7 must be performed annually for the equipment:

1. General Maintenance

Perform visual inspection of overall conditions like cleanliness, paint, etc. Inspect for unusual noise, vibrations, odor etc. Inspect system for leaks in piping, flange connections etc. Conduct leak test for refrigerant and oil by industry standard methods; repair minor leaks; inspect/replace filter drier in motor cooling line.

Clean all sight glasses and verify levels. Replace broken sight glasses, if any. Calibrate refrigerant monitor. Change refrigerant filters.

2. Lube System

Analyze the oil and submit a report. Check oil heater for proper operation and verify oil temperature/level per manufacturer's recommendations. Check operation of the pump. Check the solenoid valve, strainer and associated equipment. Clean if necessary.

Change the oil filter(s). Dispose of the waste oil and other fluids in compliance with relevant EPA/OSHA regulations.

3. Purge System

Record purge start and stops.

Clean oil separator and float; replace oil. Replace filter/drier in purge line.

Clean strainer and orifice.

Brush clean condenser coil.

Drain water as required and record volume drained.

Check purges heater operation. Check purge operation and check each tank and coil.

4. Controls

Clean inside and outside of the cabin. Check connections for tightness. Check operation of indicating and alarm devices.

Check all gages for proper connections, accuracy, breakage, etc.
Test and calibrate cutouts associated with low oil pressure, high condenser pressure, chilled water low limit, low refrigerant temperature and high motor temperature.
Check and calibrate operation of freeze stat.
Check operation of oil pressure and temperature controllers.
Check operation of head pressure controls and control valves.
Calibrate the valves and controls.
Check and calibrate flow switches operation.
Check and adjust water flow and refrigerant level.
Verify set points and operation of operating controls, control valves and leakages.
Verify vane control system. Lubricate as required.
Verify start, stop and anti-cycle timers.
(All calibration and control checks shall be signed off by an authorized representative of Fulton County DREAM HVAC Maintenance Team)

5. Electrical System

Check the interior and components of the starter for cleanliness, moisture and oil free conditions. Measure and record voltages on all three (3) phases.

Check all the contacts for signs of wear and arcing. Measure and record load current on all three phases on the compressor motor and compare with installed meter and nameplate values.

Check the motor terminals. Visually check for leaks. Repair insulation if damaged.

Measure and record the insulation resistance of motor windings phase to ground and between phases.

Measure insulation resistance to ground of cable from MCC disconnect to motor starter. Check the overload relays. In the cases where applicable, check oil in the dashpot and dash pot setting. Replace oil, if contaminated.

6. Condenser and Evaporator Tubes

Mechanically brush clean the evaporator tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed, for all chillers having a chilled water system.

Mechanically brush cleaning of the condenser tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed for all chillers with a water cooled condenser. This task must

be performed on the condenser tubes of the DX Unit at College Park Regional Health Center also.

Thoroughly clean, using coil cleaning chemical and water, the condenser coils in the case of all chillers with an air cooled condenser. Check for fouling and scaling. An authorized technician from Fulton County must verify the condition of tubes before and after cleaning.

Note: Information regarding the condenser and evaporator system is available in the attachment showing details of chillers

7. Cooling Tower

Carry out annual maintenance of the cooling tower, where installed, to satisfy, but not limited to, the following requirements:

Check fan motor, drive shafts and their alignment.

Check and record insulation value of fan motor windings.

Check fan blades for corrosion and/or deformation.

Check the gear box for unusual noise and/or vibration.

Check the oil level in the gear box. Add oil if necessary.

Replace drive belts if necessary.

Lubricate fan motor bearing.

Drain the tower, clean the cold water and hot water basins, nozzles and cells of the cooling tower in coordination with Facilities and Transportation Services Department maintenance staff.

Check flow control valves; make up valves, over flow/drain valves and balancing valves. Verify their operation with reference to the operation of the system.

(B) REPORTS

Provide final inspection and survey reports that shall include equipment and system evaluation based on the observations described above. The cost of this shall be pro-rated in the costs for items 1-7 above

(C) INFREQUENT MAINTENANCE REQUIREMENTS

Infrequent maintenance tasks may be performed in addition to the annual requirements. These tasks must be done on an "as needed" basis as approved by the respective DREAM HVAC Maintenance Team. These are priced on a per machine basis.

1. Refrigerant analysis.
2. Re-fill refrigerant (per lbs.). Where substantial losses are encountered, provide a refrigerant report to HVAC Maintenance Team representative with the quantity of refrigerant (pounds) added.

3. Replacing the oil (lump sum rate for each machine).
4. Eddy current analysis of evaporator bundles (pricing for each machine).
5. Eddy current analysis of condenser tube bundles (pricing for each machine).
6. Vibration analysis test, infrared testing for each machine starter and report any hot spots.

(D) REPAIRS

Any defect observed during the PM should be brought to the attention of the DREAM HVAC Maintenance Team Manager. Contractor should not proceed on the repair until written approval for the repair and estimated cost is obtained from the DREAM HVAC Maintenance Team Manager or DREAM Director/Deputy Director.

Contractor shall place near each chiller, for verification and compilation of history, a record of observation made during each of the visits.

WORKING HOURS

1. This contract is to provide repair services, if necessary, twenty-four (24) hours a day, and seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A.M. through 5:00 P.M. Monday through Friday excluding Fulton County holidays. All work performed outside of normal working hours (including weekends and holidays) will be paid at the rate quoted for after-hours labor. Holiday rates will only apply to holidays officially recognized by Fulton County: New Year's Eve, New Year's Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve and Christmas Day.
2. The Contractor is required to respond to all emergency calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

SERVICE CALLS

The Contractor must be capable of responding to all service calls within two (2) hours. The Contractor is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The Contractor must respond to requests in accordance with the following criteria:

- (a) Emergency Requests: Services and/or parts must be provided within two (2) hours.

- (b) High Priority Requests: Services and/or parts must be provided within twenty- four (24) hours.
- (c) Routine Requests: Services and/or parts must be provided within three (3) days.

Service rates will be charged for emergency, urgent and routine requests according to the basic hourly rates bid.

COMPANY PERSONNEL

All personnel of the company that will work must wear uniforms with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicle(s). At least one (1) crew member should be able to communicate in English.

WARRANTY

The Contractor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than ninety (90) days, the manufacturer's warranty period will prevail. Any additional repairs required within this ninety (90) day period will be at the expense of the Contractor. Parts will be replaced at no additional cost to Fulton County.

TECHNICAL REPORTS

The Contractor is required to submit a technical report on all preventive maintenance and service calls within five (5) days of completion. The report must contain the following information:

1. Start time & completion time.
2. Date service was performed.
3. Location of service.
4. Person requesting the service
5. Itemized parts list.
6. Type of equipment repaired (make, model#)
7. Fulton County building asset number.
8. A report of checks and activities as shown in Attachment 1.
9. Detail listing of other specific actions performed as part of the maintenance or repair.
10. Fulton County RWP (Preventive Maintenance) or Service Order number/s.

The Contractor may submit this information on the same form utilized for invoicing; however, the successful bidder(s) will not receive payment for any invoices until the technical report is received.

ADDITIONAL PARTS

This paragraph is only applicable to parts not included as part of the preventive and predictive maintenance specification. The Contractor is required to supply all parts associated with repairs and routine maintenance under the scope of this specification. Prior to purchasing any parts for work outside the scope of this specification, approval must be obtained from the appropriate DREAM HVAC Maintenance Team or the Fulton County designated representative. The following information must be provided:

- a. An invoice indicating the price the Contractor paid for the part from the supplier or manufacturer.
- b. If any freight was associated with the shipment of the part, a paid freight invoice must be submitted.
- c. The Contractor reimbursement for parts priced at \$500 or less will be computed utilizing the following formula:

(Contractor cost for part) x (1 + Contractor markup percentage) + cost of freight.

Example:

Contractor cost for part = \$20

Contractor markup on parts = 10%

Contractor freight cost = \$5.00

$(\$20.00 \times 1.10) + 5 = \27

Fulton County reserves the right to reject any and all pricing for parts and to require the Contractor to install parts procured from other sources. If Fulton County elects to procure parts from an outside source the Contractor warranty shall extend to labor only.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

21TB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

BID FORM

Submitted To: Fulton County Government

Submitted By: Daikin Applied

For: **21ITB130146C-GS, Preventive and Predictive Maintenance Services for Chillers**

Submitted on 06-18, 2021.

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

BASE BID AMOUNT (Combine the Total Cost from Annual Maintenance of Chillers + the Total Cost from Annual Maintenance of Cooling Towers + Labor Charge Per Hour Normal Operation + Labor Charge Per Hour After Normal Operation for FY2022)

\$ 85,865.00

(Dollar Amount in Numbers)

Eight Five Thousand Eight hundred Sixty Five Dollars

(Dollar Amount in Words)

2ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

The award will be based on bidder's total combine costs of FY2022 (Original Term) from the Annual Maintenance of Chillers, Annual Maintenance of Cooling Towers, Labor Charge Per Hour Normal Operation, and the Labor Charge Per Hour After Normal Operation. This will be annotated as the Total Base Bid on page 1 of 11 of this Bid Form Sheet.

(Original Term)
YEAR 2022

Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
						[1]	[2]	[3]	[4]	[5]	[6]
1	Central Library	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	\$1865.00
2	Central Library	MCQUAY	300	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4	Auburn Avenue Research Library	McQUAY	80	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
5	Auburn Avenue Research Library	McQUAY	80	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
6	Justice Tower	TRANE	880	R123	\$3060.00	\$447.00	\$105.00	\$80.00	\$1200.00	\$1200.00	\$3650.00
7	Justice Tower	TRANE	880	R123	\$3060.00	\$447.00	\$105.00	\$80.00	\$1200.00	\$1200.00	
8	Justice Tower	TRANE	200	R123	\$1910.00	\$447.00	\$105.00	\$80.00	\$310.00	\$310.00	
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3650.00
10	Government Center	CARRIER	400	134a	\$1910.00	\$447.00	\$8.50	\$150.00	\$600.00	\$600.00	
11	Government Center	CARRIER	600	134a	\$2295.00	\$447.00	\$8.50	\$150.00	\$900.00	\$900.00	
12	Government Center	CARRIER	600	134a	\$2295.00	\$447.00	\$8.50	\$150.00	\$900.00	\$900.00	
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

2ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

14	Center for Health and Rehabilitation	TRANE	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	\$1865.00
15	Center for Health and Rehabilitation	TRANE	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17	Helene S Mills Senior MP Center	CARRIER	80	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	\$0.00	Not Applicable
18	Helene S Mills Senior MP Center	CARRIER	80	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	\$0.00	Not Applicable
19	Juvenile Justice Center	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	\$3650.00
20	Juvenile Justice Center	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	
21	Juvenile Justice Center	MCQUAY	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
23	Medical Examiner's Office	TRANE	100	R 134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per Lb	Oil Replacement per Gal	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
27	Northeast Regional Library	YORK	120	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	
30	North Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	\$1865.00
31	North Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33	Northwest Library	YORK	80	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
35	Southwest Regional Library	CARRIER	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
36	College Park Health Center	TRANE	30	R410	\$765.00	\$447.00	\$15.65	\$80.00	\$150.00	\$150.00	
37	College Park Health Center	TRANE	30	R410	\$765.00	\$447.00	\$15.65	\$80.00	\$150.00	\$150.00	

2ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1050.00
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1050.00
40	South Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$150.00	\$150.00	\$1865.00
41	South Fulton Service Center	TRANE	91	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$150.00	\$150.00	
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43	Health and Human Services Building	McQUAY	90	R410	\$1530.00	\$447.00	\$15.65	\$80.00	0.00	0.00	Not Applicable
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1865.00
45	Milton Library	McQUAY	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
46	Wolf Creek Library	YORK	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
47	Alpharetta Library	McQUAY	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable

YEAR 2022

2ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

(1st Renewal Term)
YEAR 2023

Sl. No	Building Name	Manufacturer	Capacity in Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
						[1]	[2]	[3]	[4]	[5]	[6]
1	Central Library	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	\$1865.00
2	Central Library	MCQUAY	300	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4	Auburn Avenue Research Library	McQUAY	80	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
5	Auburn Avenue Research Library	McQUAY	80	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
6	Justice Tower	TRANE	880	R123	\$3060.00	\$447.00	\$105.00	\$80.00	\$1200.00	\$1200.00	\$3650.00
7	Justice Tower	TRANE	880	R123	\$3060.00	\$447.00	\$105.00	\$80.00	\$1200.00	\$1200.00	
8	Justice Tower	TRANE	200		\$1910.00	\$447.00	\$105.00	\$80.00	\$310.00	\$310.00	
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3650.00
10	Government Center	CARRIER	400	134a	\$2295.00	\$447.00	\$8.50	\$150.00	\$600.00	\$600.00	
11	Government Center	CARRIER	600	134a	\$3060.00	\$447.00	\$8.50	\$150.00	\$900.00	\$900.00	
12	Government Center	CARRIER	600	134a	\$3060.00	\$447.00	\$8.50	\$150.00	\$900.00	\$900.00	
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1865.00
14	Center for Health and Rehabilitation	TRANE	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
15	Center for Health and Rehabilitation	TRANE	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Applicable
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
19	Juvenile Justice Center	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	\$3650.00
20	Juvenile Justice Center	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	
21	Juvenile Justice Center	MCQUAY	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Applicable
23	Medical Examiner's Office	TRANE	100	R 134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$1530.00						Not Applicable
SI. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per Lb	Oil Replacement per Gal	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
27	Northeast Regional Library	YORK	120	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	
30	North Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	\$1865.00
31	North Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33	Northwest Library	YORK	80	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
35	Southwest Regional Library	CARRIER	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
36	College Park Health Center	TRANE	30	R410	\$765.00	\$447.00	\$15.65	\$80.00	\$150.00	\$150.00	\$1050.00
37	College Park Health Center	TRANE	30	R410	\$765.00	\$447.00	\$15.65	\$80.00	\$150.00	\$150.00	
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1050.00
40	South Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$150.00	\$150.00	\$1865.00
41	South Fulton Service Center	TRANE	91	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$150.00	\$150.00	
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
43	Health and Human Services Building	McQUAY	90	R410	\$1530.00	\$447.00	\$15.65	\$80.00	0.00	0.00	Not Applicable
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
45	Milton Library	McQUAY	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
46	Wolf Creek Library	YORK	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
47	Alpharetta Library	McQUAY	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable

YEAR 2023

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

(2nd Renewal Term)
YEAR 2024

SI. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
						[1]	[2]	[3]	[4]	[5]	[6]
1	Central Library	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	\$1865.00
2	Central Library	MCQUAY	300	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4	Auburn Avenue Research Library	McQUAY	80	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
5	Auburn Avenue Research Library	McQUAY	80	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
6	Justice Tower	TRANE	880	R123	\$3060.00	\$447.00	\$105.00	\$80.00	\$1200.00	\$1200.00	\$3650.00
7	Justice Tower	TRANE	880	R123	\$3060.00	\$447.00	\$105.00	\$80.00	\$1200.00	\$1200.00	
8	Justice Tower	TRANE	200	R123	\$2295.00	\$447.00	\$105.00	\$80.00	\$310.00	\$310.00	
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$3650.00
10	Government Center	CARRIER	400	134a	\$1910.00	\$447.00	\$8.50	\$150.00	\$600.00	\$600.00	
11	Government Center	CARRIER	600	134a	\$3060.00	\$447.00	\$8.50	\$150.00	\$900.00	\$900.00	
12	Government Center	CARRIER	600	134a	\$3060.00	\$447.00	\$8.50	\$150.00	\$900.00	\$900.00	\$1865.00
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
14	Center for Health and Rehabilitation	TRANE	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
15	Center for Health and Rehabilitation	TRANE	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	\$1865.00
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
19	Juvenile Justice Center	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	\$3650.00
20	Juvenile Justice Center	MCQUAY	200	R134	\$2295.00	\$447.00	\$8.50	\$150.00	\$310.00	\$310.00	
21	Juvenile Justice Center	MCQUAY	100	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Not Applicable
23	Medical Examiner's Office	TRANE	100	R 134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$1530.00		\$8.50				Not Applicable
Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	A: Cost of Annual Maint.	Refrigerant Analysis	Refrigerant Charging per Lb	Oil Replacement per Gal	Eddy Current - Condenser	Eddy Current - Evaporator	Annual Maintenance of Cooling Tower each site
27	Northeast Regional Library	YORK	120	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	
30	North Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	\$1865.00
31	North Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$200.00	\$200.00	
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
33	Northwest Library	YORK	80	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$1530.00	\$447.00	\$33.15	\$80.00	0.00	0.00	Not Applicable
35	Southwest Regional Library	CARRIER	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
36	College Park Health Center	TRANE	30	R410	\$765.00	\$447.00	\$15.65	\$80.00	\$150.00	\$150.00	\$1050.00
37	College Park Health Center	TRANE	30	R410	\$765.00	\$447.00	\$15.65	\$80.00	\$150.00	\$150.00	
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1050.00
40	South Fulton Service Center	TRANE	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$150.00	\$150.00	
41	South Fulton Service Center	TRANE	91	R134	\$1530.00	\$447.00	\$8.50	\$150.00	\$150.00	\$150.00	
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1865.00
43	Health and Human Services Building	McQUAY	90	R410	\$1530.00	\$447.00	\$15.65	\$80.00	0.00	0.00	Not Applicable
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$1865.00
45	Milton Library	McQUAY	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
46	Wolf Creek Library	YORK	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable
47	Alpharetta Library	McQUAY	90	R134	\$1530.00	\$447.00	\$8.50	\$150.00	0.00	0.00	Not Applicable

YEAR 2024

2ITB130146C-GS
Preventive and Predictive Maintenance Services for Chilllers**Section 2**
Bid Form**Pricing for Labor Charges**

Description	2022	2023	2024
Labor charges per hour applicable for <u>normal hours of Operation</u> (7:00 A.M.– 5 P.M., Monday through Friday excluding Fulton County observed holidays)	\$ <u>126.00</u>	\$ <u>126.00</u>	\$ <u>126.00</u>
Labor charges per hour applicable <u>after normal hours of operation</u> (5:01 P.M.– 6:59 A.M. Monday through Friday, all Weekend days and Fulton County observed holidays)	\$ <u>189.00</u>	\$ <u>189.00</u>	\$ <u>189.00</u>

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

Not Applicable

Dollars

(\$ 0.00) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: Daikin Applied _____

Signed by: Blake Dickey
[Type or Print Name]

Title: District Service Manager _____

Business Address: 1765 W Oak Pkwy
Marietta, GA 30062

Business Phone: 678-858-3635 _____

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Preventive and Predictive Maintenance Services for Chillers**Section 2**
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

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

Name	Address
See list of attached Officers	

END OF SECTION



DIRECTORS & OFFICERS of DAIKIN APPLIED AMERICAS INC.
As of April 1, 2019

DIRECTORS:

Michael G. Schwartz
04-01-2019

13600 Industrial Park
Boulevard
Minneapolis, MN 55441

Takashi Matsuzaki
04-01-2019

Umeda Center Building
2-4-12 Nakazaki-Nishi
Kita-Ku
Osaka 530-8323
JAPAN

Yoshihiro Mineno
10-11-2006

OYL Industries Bhd
Jalan Pengapit 15.19
4000 Shah Alam
Selangor Darul Ehsan
MALAYSIA

Hirokazu Hirao
04-01-2019

Umeda Center Building
2-4-12 Nakazaki-Nishi
Kita-Ku
Osaka 530-8323
JAPAN

OFFICERS:

Michael G. Schwartz
09-27-2011

President and Chief
Executive Officer

13600 Industrial Park
Boulevard
Minneapolis, MN 55441

Clayton J. Jacoby
07-01-2018

Chief Financial Officer

13600 Industrial Park
Boulevard
Minneapolis, MN 55441

Ronald J. Pederson
07-31-1997

Treasurer

9920 Corporate Campus
Drive, Suite 2200
Louisville, KY 40223

Alan D. Proffitt
05-21-2004

Controller

9920 Corporate Campus
Drive, Suite 2200
Louisville, KY 40223

Daikin Applied
World Headquarters
13600 Industrial Park Boulevard
Minneapolis, MN 55441
763-553-5330

June 7, 2018
Page 2

Yoshikazu Nunota 07-01-2018	Controller	13600 Industrial Park Boulevard Minneapolis, MN 55441
Kirk A. Thorne 04-01-2019	Executive Vice President – Sales and Marketing	13600 Industrial Park Boulevard Minneapolis, MN 55441
Marc D. Suarez 04-01-2019	Senior Vice President – Operations	13600 Industrial Park Boulevard Minneapolis, MN 55441
George F. Calienes 04-01-2019	Senior Vice President – Latin America	13600 Industrial Park Boulevard Minneapolis, MN 55441
Susan C. Snyder 01-21-2019	Senior Vice President, Secretary and General Counsel	13600 Industrial Park Boulevard Minneapolis, MN 55441
Bryan D. Plowman 07-01-2018	Vice President – Human Resources	13600 Industrial Park Boulevard Minneapolis, MN 55441
Gerald R. Johnson 04-26-1999	Assistant Secretary	13600 Industrial Park Boulevard Minneapolis, MN 55441
Daniel R. Donoghue 07-14-2009	Assistant Secretary	13600 Industrial Park Boulevard Minneapolis, MN 55441
William Wang 01-13-2010	Assistant Secretary	9920 Corporate Campus Drive, Suite 2200 Louisville, KY 40223
Michelle L. Brenno 07-01-2018	Assistant Secretary	13600 Industrial Park Boulevard Minneapolis, MN 55441

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT

By executing this affidavit, the undersigned contractor 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 services¹ under a contract with [insert name of prime contractor] Daikin Applied Americas, d,b,a Daikin Applied on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

149243

EEV/Basic Pilot Program* User Identification Number

Daikin Applied

BY: Authorized Officer of Agent
(Insert Contractor Name)

District Service Manager

Title of Authorized Officer or Agent of Contractor

Blake Dickey

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of June, 2021.Notary Public: Beverly T PeekCounty: Fulton

Commission Expires: _____

BEVERLY T PEEK
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES
FEBRUARY 4, 2024

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[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].

21ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

Section 6
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

Not Applicable

**FORM B: GEORGIA SECURITY AND IMMIGRATION 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 services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[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].

21ITB130146C-GS
Preventive and Predictive Maintenance Services for Chillers

Section 6
Purchasing Forms & Instructions

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Daikin Applied Americas, d,b,a Daikin Applied

Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: Non - Restricted

Professional License Number: CN007270

Expiration Date of License: 11-30-2021

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

Signed: Blake Dickey

Date: 06-15-2021

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. CN007270

Robert Wesley Haley

2748 B Highway 36 West
Jackson GA 30233

Conditioned Air Non-Restricted

EXP DATE - 11/30/2021 Status: Active
Issue Date: 11/14/1991



Daikin Applied Technicians List

EPA Certified Technicians

Michael Alia
Frank Camis
Homar Cruz
Louis Gerardi
Adam MacMillan
Andrew Maro
Billy Miller
Duane Stover
Ovi Teodurescu
James Tucker
Wayne Walters
Scott Zabobrtsky
Austin Fern
Jacob Watkins

Daikin Applied
1765 West Oak Parkway
Marietta, GA 30062
770-514-5880

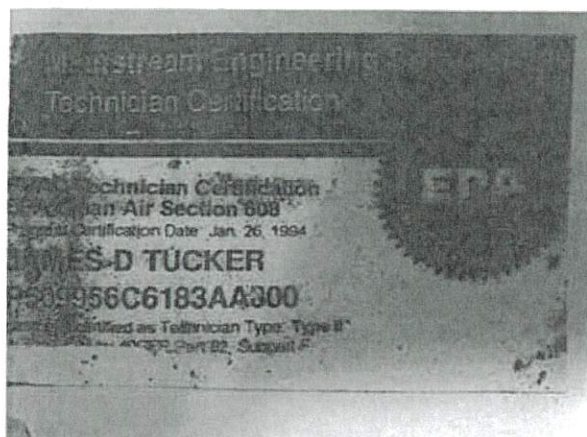


Adam MacMillan

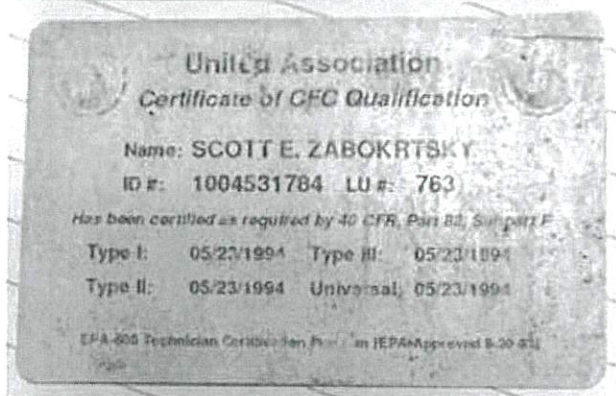


Billy Miller

Daikin Applied
1765 West Oak Parkway
Marietta, GA 30062
770-514-5880



James Tucker

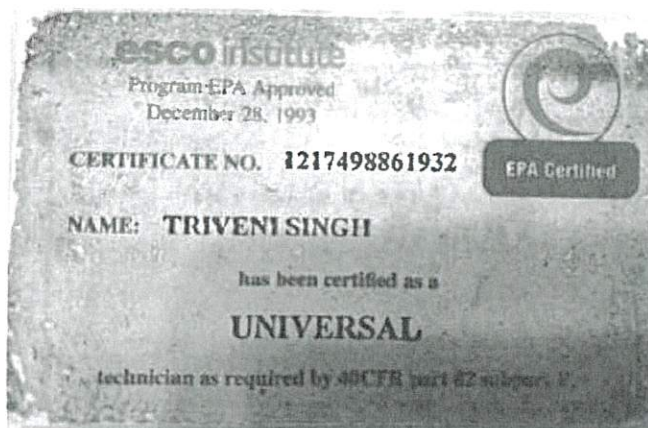


Scott Zabokrtsky

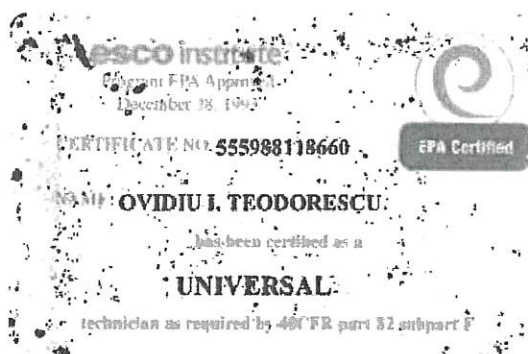


Louis Gerardi

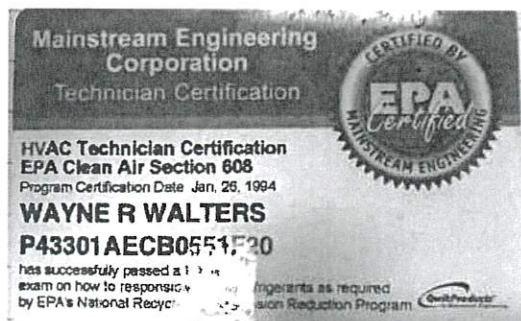
Daikin Applied
1765 West Oak Parkway
Marietta, GA 30062
770-514-5880



Treveni (Omar) Singh



Ovidiu (Ovi) Teodorescu



Wayne Walters

Daikin Applied
1765 West Oak Parkway
Marietta, GA 30062
770-514-5880



CHRISTOPHER A MARO
111 PINENEEDLE TRAIL
VILLARICA, GA 30180

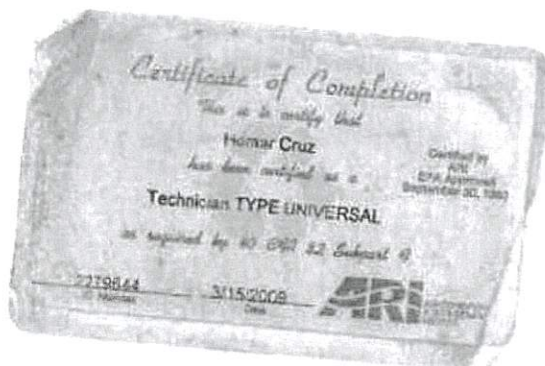
Christopher (Andrew) Maro

Thank you for choosing Mainstream Engineering Corporation for your EPA Section 608 Certification needs. Mainstream has graded your EPA test and reports the following test results:

Core	Type I	Type II	Type III
(of 25)	(of 25)	(of 25)	(of 25)
23	20	20	20

A passing score for each section is 18 correct out of a possible 25. You must pass the Core section of the test and one or more of Type I, II or III sections to receive a certification. Based on your exam history, your current EPA Section 608 Certification is:

Level: Universal Certification number:
P191730516A0A6D60



Homar Cruz

Daikin Applied
1765 West Oak Parkway
Marietta, GA 30062
770-514-5880



esco institute

Program EPA Approved
December 28, 1993



Michael Alia

CERTIFICATE NO. **337399298610**



NAME: **MICHAEL ALIA**

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 subpart F

Daikin Applied
1765 West Oak Parkway
Marietta, GA 30062
770-514-5880

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

21-0873 Real Estate and Asset Management

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, Bid#21ITB130146C-GS, Preventive and Predictive Maintenance Services for Chillers in the total amount of \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in the amount of \$400,000.00; (B) Johnson Controls, Inc. (Roswell, GA) in the amount of \$400,000.00; and (C) Daikin Applied, Inc. (Marietta, GA) in the amount of \$400,000.00, to provide on-site preventive and predictive maintenance services for chillers on an "as needed" basis for Fulton County facilities. Effective dates: from January 1, 2022 through December 31, 2022, with two (2) renewal options.

21-0874 Real Estate and Asset Management

Request approval of lowest responsible bidders - Department of Real Estate and Asset Management, Bid# 21ITB1302418C-CG, Standby Plumbing Repair Services in the total amount of \$225,000.00, with (A) Talon Property Services, LLC (Atlanta, GA) in the amount of \$90,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in the amount of \$90,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in the amount of \$45,000.00, to provide on-site standby plumbing repair services on an "as needed" basis for all Fulton County facilities. Effective dates: January 1, 2022 through December 31, 2022, with two renewal options.

Health and Human Services**21-0875 Public Works**

Request approval of a recommended proposal - Department of Public Works, RFP#21RFP130845K-BKJ, Progressive Design-Build Services for Atlanta Newnan Road Pump Station and Force Main in the amount of \$590,000.00 with Reeves Young /GMC JV, to provide Progressive Design-Building services for the design and construction of the Atlanta Newnan Road Pump Station and associated force main pipeline. Effective upon execution of contract for 180 consecutive days upon issuance of the Notice to Proceed.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Omar Singh),
Name

Sales EngineerDaikin Applied Americas d.,b,a, Daikin Applied

Title

Firm 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) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That 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) That 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) That 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) That 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: Blake Dickey TITLE: District Service Manager

SIGNATURE: Blake Dickey

ADDRESS: 1765 W Oak PKWY
Marietta, GA 30062

PHONE NUMBER: 678-858-3636 EMAIL: omar.singh@daikinapplied.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Daikin Applied Americas d,b,a Daikin Applied

ITB/RFP Name & Number: 21ITB130146C-GS

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification. (Check the appropriate box/es)**

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ _____ or 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____
ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$) 0.00

Total Percentage of Subcontractor Value: (%) 0

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: Blake Dickey **Title:** District Service Manager

Business or Corporate Name: Daikin Applied Americas d.b.s Daikin Applied

Address: 1765 W Oak Pkwy Marietta, GA 30062

Telephone: (678) 858-3635

Fax Number: (770) 514-5881

Email Address: omar.singh@daikinpllied.com



EBO Plan

1725 West Oak Pkwy
Marietta, Ga 30062

June 15, 2021

To Whom it may concern,

Daikin applied intends to self-perform bid # ~~211TB130146C-GS~~ Preventive and Predictive Maintenance Services for Chillers. We have chosen to self-perform for the following reason

1. Level of training that is required to work on the sophisticated equipment associated with this bid
2. Safety is of the up most importance to DAIKIN Applied we strive to have TRIR score o below 1.0 our current score is .9.
3. DAIKIN Applied will be ultimately responsible for the service put forth. We cannot control this if we are not self-performing this bid.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Omar Singh'.

Omar Singh
Sales Engineer
Daikin Applied
404-210-8293
Omar.singh@daikinapplied.com.

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

- 1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

- 2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
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21ITB130146C-GS

Preventive and Predictive Maintenance Services for Chillers

Section 5

Insurance and Risk Management Provisions

(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY		
Per Occurrence		\$1,000,000
(in excess of above noted coverage)		

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Department Purchasing and Contract
Compliance
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or

relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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: Daikin Applied **SIGNATURE:** Joseph Williams

NAME: Joseph Williams **TITLE:** Operations Manager **DATE:** 11-24-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

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 Inc. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	CONTACT NAME: GeeAnn Missi PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0804 E-MAIL ADDRESS: Louisville.CertRequest@marsh.com														
CN101863513-DAA-GAWU-21-22 2759 Reich SO	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Mitsui Sumitomo Insurance USA Inc</td> <td>22551</td> </tr> <tr> <td>INSURER B : Sentry Insurance Company</td> <td>24988</td> </tr> <tr> <td>INSURER C : Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Mitsui Sumitomo Insurance USA Inc	22551	INSURER B : Sentry Insurance Company	24988	INSURER C : Sentry Casualty Company	28460	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Daikin Applied Americas Inc. 13600 Industrial Park Boulevard Minneapolis, MN 55441															

COVERAGES

CERTIFICATE NUMBER:

CLE-006419911-13

REVISION NUMBER: 5

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"/> SIR: \$400,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL 2122557	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" 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	X	X	BVR8406442 (AOS) BVM8803074 (MA)	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE \$ 350,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	UMB5700287	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 DEDUCTIBLE \$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	90-20216-02 (Daikin Ded.) 90-20216-03 - (Daikin Retro) Deductible: \$500,000	04/01/2021	04/01/2022	<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

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

Fulton County Government, its officials, officers and employees is/are included as additional insured (except workers compensation) where required by written contract and allowed by law. 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 and allowed by law. Umbrella coverage is follow form, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government
 Attn: Purchasing Department
 130 Peachtree Street SW, Suite 1168
 Atlanta, GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

Policy Numbers: GL212257
BVR8406442



CANCELLATION / NONRENEWAL AMENDMENTS – NOTIFICATION OF ADDITIONAL INSURED – REQUIRED BY CONTRACT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMON POLICY CONDITIONS
BUSINESS AUTO COVERAGE PART
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE PART
GARAGE COVERAGE PART
MOTOR CARRIER COVERAGE PART
TRUCKERS COVERAGE PART

The cancellation provision in the policy, and any nonrenewal provision contained in the policy, are amended by adding the following:

If this policy is cancelled or not renewed either by us or you, the first named Insured acknowledges that we will send notice of such cancellation or nonrenewal to the additional insureds under this policy, if such notification of the additional insured is required in a written contract:

- a. Issued between the named Insured and the additional Insured;
- b. For which the named Insured has provided us the name and address of such additional Insured, prior to the Cancellation or Nonrenewal date of this policy; and
- c. If such written contract is effective prior to July 1, 2011.

Our failure to provide the notice will not impose liability of any kind upon us, or invalidate the cancellation or nonrenewal.

All other terms and conditions remain unchanged.

POLICY NUMBER: GL2122557

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**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
AS REQUIRED BY CONTRACT	ANY LOCATION OWNED OR MANAGED BY ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS 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 shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL2122557

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**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
AS REQUIRED BY CONTRACT	ANY LOCATION OWNED OR MANAGED BY ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS 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" 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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



NAMED INSURED
DAIKIN APPLIED AMERICAS INC

ENDORSEMENT EFFECTIVE
04-01-19

POLICY NUMBER
90-20216-02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELTION-CERTIFICATE HOLDERS
WORKERS COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancelation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancelation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancelation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancelation date nor impact or negate any cancelation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancelation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancelation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

AS REQUIRED BY WRITTEN CONTRACT
A 30 DAY NOTICE OF CANCELLATION APPLIES.

All other terms and conditions of this policy remain unchanged.

WC 99 06 72 09 11



WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-20216-03 00 191

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELATION-CERTIFICATE HOLDERS
WORKERS COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

AS REQUIRED BY WRITTEN CONTRACT
A 30 DAY NOTICE OF CANCELLATION APPLIES.

All other terms and conditions of this policy remain unchanged.

WC 99 00 00A (Ed. 04-84)

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DAIKIN APPLIED AMERICAS INC

POLICY EFFECTIVE 04-01-19 Changed Effective 04-01-19