



**CONTRACT DOCUMENTS FOR
25ITB1336430C-JH(A)**

**On-Site Door Repair and Overhead Door Preventive
and Predictive Maintenance Countywide**

**For
Department Of Real Estate & Asset Management
D.H. Pace (A)**

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CONTRACT AGREEMENT

Contractor: **Overhead Door Company of Atlanta dba DH Pace Company, Inc.**

Contract No.: **25ITB1336430C-JH(A), On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide**

Address: **5105 Avalon Ridge Pkwy**
City, State **Peachtree Corners, GA 30071**

Telephone: **6784106873**

Email: **secontracts@dhpace.com**

Contact: **John Nale**
Executive Vice President

This Agreement made and entered into effective the 1st day of May, 2025 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Overhead Door Company of Atlanta dba DH Pace Company, Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform on-site door repair and preventive and predictive maintenance services Countywide., 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 April 16, 2025, and 25-0303.

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 perform on-site door repair and preventive and predictive maintenance services Countywide. 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.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on 1st day of May 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. 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:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

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 \$195,000.00, (one hundred ninety five thousand dollars), 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. Consultant/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 Consultant/Contractor, its agents, employees or others working at the direction

of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/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 Consultant/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 Consultant/Contractor.

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.

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 Consultant/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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/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 Consultant/Contractor has complied with all of Consultant/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 Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/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 Consultant/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:

Joseph Davis, Director
141 Pryor Street SW
Atlanta, Georgia 30303
Telephone: 404-612-3772
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis, Director

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Overhead Door Company of Atlanta dba DH Pace Company, Inc.
5105 Avalon Ridge Pkwy, Peachtree Corners, GA 30064
Telephone: 6784106873
Email: secontracts@dhpace.com

Attention: John Nale

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

BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Signed by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

Signed by:

(Affix County Seal)



APPROVED AS TO FORM:

Signed by:

Dennal Stewart

8B574564AFF0466...

Office of the County Attorney

APPROVED AS TO CONTENT:

Signed by:

Joseph Davis

B20354A88008422...

Joseph Davis, Director
Department Of Real Estate & Asset
Management

CONTRACTOR:

**OVERHEAD DOOR COMPANY
DBA DH PACE COMPANY, INC**

Signed by:

John Nale

818E7F19EAA54EA...

John Nale
Executive Vice President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Signed by:

Tiniqua James

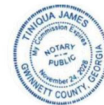
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Notary Public

County: Gwinnett

Commission Expires: November 24, 2028

Signed by:
(Affix Notary Seal)



ITEM#: _____ RM: _____	ITEM#: 25-0303 2NDRM: 04/16/2025
REGULAR MEETING	SECOND REGULAR MEETING

ADDENDA

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 provide on-site door repair and preventive and predictive maintenance services Countywide.

The pricing form lists the doors that need Preventive and/or Predictive Maintenance (PM).

Note: The doors listed in the **Pricing Forms, Section 2**, are the doors that need PM. The vendor will be required to repair these doors and any other door in the County buildings.

A. Visual and Audible Inspection

- A.1 Inspect general arrangement of door and mountings, wind locks, guides weather stripping, counterbalance etc.
- A.2 Inspect all pivot points, hinges, latches, and center roller supports as applicable
- A.3 Examine motor, starter, push button etc. where applicable
- A.4 Visually inspect gearboxes were used for leaks and damage to seals
- A.5 Check chain and hood condition in the case of roll up doors
(Checkpoints for fire doors are shown separately)

B. Operations Check

- B.1 Manually open and close the door and check the swinging and listen for unusual noise if any
- B.2 Operate the door electrically where applicable and observe the operation
- B.3 Check the break release, motor disengagement clutch operation etc.
- B.4 Check the operation of electric eye where installed
- B.5 If activation mats are used check the mat molding and threshold
- B.6 Check and record time delay between automatic opening and closing of the door where automatic operation is provided
- B.7 Check the sensors inside and outside the door, where optical/thermal sensors are used
- B.8 Check automatic speed control in case of revolving doors. Record the speed
- B.9 Check card reading in the case of parking gates and other security enclosures

C. Preventive Maintenance: Roll-Up doors: Manual and Power Operated

- C.1 Clean the unit and components thoroughly
- C.2 Lubricate bearings and adjust springs. Lubricate sprockets and chains
- C.3 Replace or top off gearbox oil
- C.4 Replace weather stripping as required
- C.5 Blow-out dust from starting devices. Clean electric eye treadle and other operating or control devices
- C.6 Adjust limit switches if required

D. Preventive Maintenance: Swing doors, ADA equipped doors and Main Entrance

- D.1 Adjust door closer where required
- D.2 Clean out tracks. Clean pivot points and apply grease
- D.3 Adjust sag if any
- D.4 Inspect the supporting structures. Apply graphite as required. Wipe off excess graphite
- D.5 In case of revolving doors, inspect locking device. Set the emergency fold pressure on the door to manufacturer's prescribed limits

E. Preventive Maintenance: Gates with secured access

- E.1 Lubricate center gate support. Remove debris if any from the roller track
- E.2 Tighten bolts and mounting hardware as required
- E.3 Lubricate locking device as required
- E.4 Lubricate pivot points, hinges and latches
- E.5 Adjust linkage between motor and arm/gate
- E.6 Adjust arm pressure in the case of Arm Gates. Check and adjust sensitivity of embedded coils. Fill cracks, if any, in asphalt
- E.7 Clean the electrical circuit breakers and control panel

F. Maintenance of Fire doors and Fire Curtains Preventive Maintenance (PM) Checks

- F.1 Remove all hold open devices such as fusible links except approved electromagnetic hold open devices. Check hang and swing for close fit. Doors must latch on normal closing cycle and have a neat fit
- F.2 Test operation of panic hardware. Inspect door coordinates on pairs
- F.3 Check operation of smoke detectors or electromagnetic releasing devices, if any
- F.4 Inspect for damaged binding cable or chain and for proper threading through pulleys (Fire Curtains / Sliding doors)

- F.5 Check operation of heat activated devices other than fusible links
- F.6 Check counter-weight for proper suspension. (Fire curtains/sliding doors)
- F.7 Operate door by disconnecting counter-weights or other appropriate methods (Fire Curtains/Sliding doors)
- F.8 Check for proper fit in the binders. Inspect stay roll (Fire curtains / Sliding doors)
- F.9 Inspect the door for any breaks in the face covering of doors

G. Maintenance

- G.1 Adjust latch and electromagnetic devices where necessary
- G.2 Remove any obstruction that will retard full swing or movement of the door
- G.3 Lubricate all pivot points and pulleys
- G.4 Replace worn or damaged binding cable/chain and adjust to proper length
- G.5 Repair the door for any breaks in the face covering of doors

H. Repair and Replacement

Repair and maintenance will be considered on a case-by-case basis. The following guidelines shall apply:

- H.1 If, during the PM checks or maintenance, a defect is observed, the contractor shall report the matter to the Manager or his representative.
 - H.2 Such report shall include a proposal for carrying out necessary repair job showing details of various costs involved
 - H.3 The cost reported should show a break up of material cost and labor cost and shall include mark up or discounts as specified elsewhere in the specification
 - H.4 The repair work shall be taken up only after receiving written approval from the Manager
 - H.5 It will be the responsibility of the contractor to arrange all material required for the repairs
- I. Successful vendor is required to respond to call for repair and or installation work related to doors, including overhead doors in any facility within the geographic confines of Fulton County. The response to calls shall be as described as Item # 4.21 Delivery.
- J. The vendor is required to provide all tools necessary for the work and will be compensated based on the quoted hourly rate.
- K. Where materials/spare parts are required in excess of \$500, the vendor must submit an estimate to the Zonal Manager requesting for services. Any

work of this nature shall be undertaken with the express approval of the Zonal Manager. See also Item # 4-15-2 Additional Parts, in this regard.

- L. The Bidder is required to carry out Preventive and Predictive Maintenance, in compliance with manufacturer's recommendations, of doors designated by the County. Such activities will be limited to high volume doors, ADA doors and revolving doors.
- M. The Bidder further understands that the Department of Facilities and Transportation Services shall have the right to schedule the Preventive Maintenance of listed doors and that listing in this ITB does not mean that all location listed will have a PM.

N. Vendor Qualifications:

N.1 Bidder shall have at least five (5) years of experience in maintaining and repairing doors, including overhead doors. Additionally, the vendor must provide at least three (3) references, with names and telephone numbers of persons in charge, who will be able to verify the vendor's experience in this field.

N.2 Personnel: All personnel of the company that will work in County facilities 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 bidder's name or the company's name printed at the back or either sides of the vehicle(s).

N.3 At least one (1) crew member should be able to communicate in English.

O. Parts and Pricing:

O.1 The successful bidder is required to supply all parts associated with repair and routine maintenance under the scope of this specification.

O.2 The successful bidder will be required to submit a complete estimate to include, parts and labor prior to performing any work. Failure to supply an estimate prior to commencement of work could result in non- payment of the invoice.

O.3 Approval must be obtained from the appropriate Zonal Maintenance Manager or the Fulton County designated representative.

- P. **Warranty Clause:** The successful Bidder 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. If the spare part is covered by a standard manufacturer's warranty greater than 90 days, then the vendor must extend that coverage to Fulton County.

Any additional repairs required within the warranty period will be at the expense of the successful Bidder. Parts will be replaced at no additional cost to Fulton County.

- Q. Working Hours:** This contract is to provide services twenty four (24) hours a day, 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 thru Friday, excluding Fulton County holidays.

Fulton County Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Juneteenth, Veteran's Day, Thanksgiving Eve, Thanksgiving Day and Christmas Eve, Christmas Day, New Year's Eve.

Rate for any work performed outside of normal working hours (including weekends and holidays) shall not exceed 1.5 times the rate for normal working hours. Holiday rates will apply only to holidays observed by Fulton County.

The successful Bidder 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.

- R. Authorization to Place Calls:** Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of the invoice.

- S. Technical Reports:** The successful bidder shall submit a technical report on service calls within five (5) days of completion. The report must contain the following information:

- a. Start Time & Completion Time
- b. Date Service was performed
- c. Location of Service
- d. Person Requesting the Service
- e. Itemized Parts List
- f. Type of Door Repaired
- g. Classification of the call (I.E., Emergency, High Priority or Routine)
- h. Fulton County Building Asset Number

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

- T. Inventory:** The Bidder must certify below that he has a full inventory of parts and services required within a fifty (50) mile radius of the Fulton County

Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The Bidder understands that having the materials/supplies/services on an “if needed, as needed, and when needed” basis will be used in selecting the successful Bidder. Fulton County reserves the right to reject any Bidder failing to meet this requirement.

Location of Bidder’s Facility (use additional sheets if necessary):

Parts	Service

U. **Delivery:** Delivery requirements will be determined by the individual department managers; however, the successful Bidder must be capable of responding to emergency calls within two (2) hours. The successful Bidder 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 successful Bidder must respond to requests in accordance with the following criteria:

- 1. **Emergency Requests:** Services and/or parts must be provided within two (2) hours. Comply: Yes ___ No ___
- 2. **High Priority Requests:** Services and/or parts must be provided within twenty four (24) hours. Comply: Yes ___ No ___
- 3. **Routine Requests:** Services and/or parts must be provided within three (3) days. Comply: Yes ___ No ___

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

- U.1 Vendors will use Real Estate and Asset Management service order number/s on their service ticket.
- U.2 Vendors will include the Real Estate and Asset Management service order number/s related to the service call on the invoice.

V. **Invoicing:** Invoices submitted against the contract must include the information required in the technical report (Item #4.19). The vendor must include in the invoice, at a minimum, the Fulton County Building name and the Service Order number(s) for each facility invoiced. Invoices will be returned unpaid to the successful Bidder when one of the following conditions exists:

1. Invoices contain charges for items not referenced in the original bid schedule (I.E. trip charges, restocking fees, handling fees, mileage, taxes, and any charges for consumables normally used for such maintenance activities like rags, WD-40 etc.)
- 2 Invoice contains any charges for disposal of waste generated during the maintenance/repair operations
3. Invoices do not contain all required information (I.E. location, Purchase Order Number and Building Asset Number and the Facilities and Transportation Services Service Order number(s))
4. The pricing on the invoice does not correspond to the bid price

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$195,000.00 (One Hundred Ninety Five Thousand), 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: Overhead Door Company of Atlanta, A D.H. Pace Company, Inc.

For: **25ITB133640C-JH, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide**

Submitted on March 12, 2025.

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 (Total Base Bid Amount)

Please fill in below, the total of all costs from Line Item #59 "Year 2025 Annual Cost" plus costs on line items #60, #61 and #62

\$ 77,160.00

(Dollar Amount in Numbers)

Seventy - Seven Thousand One Hundred Sixty and zero cents

(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.

25ITB1336430C-JH

On-site Door Repair, Over Head Door

Preventive and Predictive Maintenance Countywide

Section 2

Bid Form

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

Service Year 2025

Information in the following sections will be used for comparing the bids. Fulton County guarantee that work be performed on any or all of these sites; however, should the County decide to get the Preventive Maintenance (PM) done the rates quoted will be applied. The rates quoted must include all applicable charges. Submitting incomplete information below could make your bid non-responsive.

Bid Cost Terminology:

- 1) **Semi-Annual Preventative Maintenance Cost-** Provide cost for 6-Month Preventive Maintenance Services for the quantity stipulated.
- 2) **Annual Cost** - Semi-Annual Preventive Maintenance Cost multiplied by 2.

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Semi-Annual PM Cost/building	Year 2025 Annual Cost
Central Fulton Service Area							
1	B600032	Charles L. Carnes Justice Center Building of FC	Central	8	4 (A), 1 (C), 1(E), 2 (H)	\$ \$630.00	\$ \$1,260.00
2	B600012	Fulton County Courthouse	Central	6	6 (A)	\$540.00	\$ 1,080.00
3	B613012	Government Center - Assembly Building	Central	2	1 (C), 1(A)	\$ 180.00	\$ 360.00
4	B613062	Government Center - Atrium Building	Central	4	4 (A) (large glass)	\$ 360.00	\$ 720.00
5	B613022	Government Center - Midrise Building	Central	1	1 (F)	\$ 90.00	\$ 180.00
6	B613042	Government Center - Public Safety Building	Central	5	2 (C), 2 (A) large, 1(F)	\$ 450.00	\$ 900.00
7	B613052	Government Center - Tower Building	Central	6	4 (A), H(2)	\$540.00	\$ 1,080.00
8	B600052	Justice Tower - Was Justice Center Tower	Central	10	3 (C), 2(B), 1(A), 2 (H), 2 (D)	\$ 1,500.00	\$ 3,000.00
9	B506011	Judge Romae T Powell Juvenile Justice	Central	9	2(B), 4 (D), 1 (H), 2(C)	\$ 800.00	\$ 1,600.00
10	B815013	Medical Examiner's Office	Central	4	4 (D),	\$400.00	\$ 800.00
11	B400012	Central Library	Central	2	1 (F), 1(C)	\$200.00	\$ 400.00

25ITB1336430C-JH**On-site Door Repair, Over Head Door****Preventive and Predictive Maintenance Countywide****Section 2****Bid Form**

12	B374012	Helene S Mills Senior Center	Central	4	4 (F)	\$400.00	\$ 800.00
13	B433012	Ponce De Leon Library	Central	2	1 (F) 1(C)	\$ 180.00	\$ 360.00
14	B373013	Southeast Neighborhood Senior Center	Central	2	1(D), 1(F)	\$ 180.00	\$ 360.00
15	B720012	Auburn Neighborhood Senior Center	Central	2	2 (A)	\$ 180.00	\$ 360.00
16	B423032	Metropolitan Library	Central	2	F (2)	\$ 180.00	\$ 360.00
17	B453012	Kirkwood Library	Central	2	F (2)	\$ 180.00	\$ 360.00
18	B408013	East Atlanta Library	Central	2	F (2)	\$ 180.00	\$ 360.00
19	B458013	Southeast Library	Central	2	F (2)	\$ 180.00	\$ 360.00
Greater Fulton Service Area							
20	B810013	Roswell Neighborhood Senior Center	North	2	2(A)	\$ 180.00	\$ 360.00
21	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)	\$90.00	\$ 180.00
22	B342013	Central Training Center	South	1	1(A)	\$90.00	\$ 180.00
23	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)	\$90.00	\$ 90.00
24	B440013	Southwest Regional Library	South	1	1(A)	\$90.00	\$ 90.00
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)	\$90.00	\$ 90.00
26	B435011	Alpharetta Library	North	1	1 (F)	\$90.00	\$ 90.00
27	B431012	Buckhead Library	North	1	2 (F)	\$90.00	\$ 90.00
28	B501022	Central Maintenance Facility	North	1	28 (C)	\$2,800.00	\$ 5,600.00
29	B501672	Central Maintenance Facility Sign	North	1	1 (C)	\$90.00	\$ 180.00
30	B404023	College Park Library	North	1	1 (A)	\$90.00	\$ 180.00
31	B603052	D.A. Pearson Maint. Storage, Pest	North	1	1 (C)	\$90.00	\$ 180.00
32	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	1	10 (C)	\$ 1,000	\$ 2,000.00
33	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)	\$540.00	\$ 1,080.00
34	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)	\$90.00	\$ 180.00
35	B606122	FCPD Tactical Operation and Planning Center	North	1	3 (C)	\$300.00	\$ 600.00
36	B603012	Facilities and Transportation Services, Electronics Division Bldg A	North	1	3(C)	\$ 300.00	\$ 600.00
37	B603042	Facilities and Transportation Services, Material Management Bldg D	North	1	2(C)	\$ 200.00	\$ 400.00
38	B370013	Harriett G Darnell Senior	North	6	4(D) 2(A)	\$540.00	\$ 1,080.00
39	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)	\$ 180.00	\$ 360.00
40	B430012	Northside Library	North	1	1A	\$90.00	\$ 180.00
41	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F	\$90.00	\$180.00

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42	B436011	Roswell Library	North	1	2 F	\$ 180.00	\$ 360.00
43	B421011	Sandy springs Library	North	1	A 1	\$ 90.00	\$ 180.00
44	B427013	Adams Park library	South	1	F2	\$ 180.00	\$ 360.00
45	B434012	Adamsville/ Collier Heights Library	South	1	A 2	\$ 180.00	\$ 360.00
46	B824103	Camp Creek House Admin. Bldg	South	1	D 1	\$ 90.00	\$ 180.00
47	B342013	Central Training Center	South	1	F 2	\$ 180.00	\$ 360.00
48	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	1	2 (F)	\$ 180.00	\$ 360.00
49	B404023	College Park Library	South	1	2 (F)	\$ 180.00	\$ 360.00
50	B320013	College Park Regional Health Center	South	1	1F	\$ 90.00	\$ 180.00
51	B425013	East Point Library	South	1	1 (A)	\$ 90.00	\$ 180.00
52	B710013	H J C Bowden Senior Multipurpose Facility	South	1	(A) (F) 2	\$ 270.00	\$ 540.00
53	B371013	Hapeville Senior Center	South	1	(F) 2	\$ 180.00	\$ 360.00
54	B816123	Oak Hill Homes Administration	South	1	(D) 1	\$ 90.00	\$ 180.00
55	B811013	Palmetto Neighborhood Senior	South	1	(F) 2	\$ 180.00	\$ 360.00
56	B448013	South Fulton Regional Library	South	1	(F) 2	\$ 180.00	\$ 360.00
57	B380013	Southwest Art Center	South	1	1F	\$ 90.00	\$ 180.00
58	B440013	Southwest Regional Library	South	1	1F	\$ 90.00	\$ 180.00
59	Total Cost Line Items #1 through #58 (Year 2025)					\$17,080.00	\$34,160.00

LEGEND**A – Double Swing Doors****B- Revolving Doors****C- Roll up doors – Electrical****D- Sliding Gates****E- Parking Gates****F – Sliding Doors****H – Handicap Access Doors**

60. Cost of Labor applicable for service calls:

Normal Working Hours(a) \$ 80.00 per Hour x (b) Estimated - 400 hoursTotal = (a) x (b) \$ 32,000.00

61. Cost of Labor applicable for service calls:

Other than Normal Working Hours(c) \$ 110.00 per Hour (d) Estimated : 100 hoursTotal = (c) x (d) \$ 11,000.00

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On-site Door Repair, Over Head Door

Preventive and Predictive Maintenance Countywide

Section 2
Bid Form

62. Truck charges if applicable:

(d) Per-trip charges \$ 0 (f) Estimated trips: 200

Total charges = (e) x (f) \$ 0

Pricing Sheet for Service Year 2026 for Door Maintenance

Semi -Annual and Annual cost will not change from 2025

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Semi-Annual PM Cost/building	Year 2026 Annual Cost
Central Fulton Service Area							
1	B600032	Charles L. Carnes Justice Center Building of FC	Central	8	4 (A), 1 (C), 1(E), 2 (H)	\$	\$
2	B600012	Fulton County Courthouse	Central	6	6 (A)	\$	\$
3	B613012	Government Center - Assembly Building	Central	2	1 (C), 1(A)	\$	\$
4	B613062	Government Center - Atrium Building	Central	4	4 (A) (large glass)	\$	\$
5	B613022	Government Center - Midrise Building	Central	1	1 (F)	\$	\$
6	B613042	Government Center - Public Safety Building	Central	5	2 (C), 2 (A) large, 1(F)	\$	\$
7	B613052	Government Center - Tower Building	Central	6	4 (A), H(2)	\$	\$
8	B600052	Justice Tower - Was Justice Center Tower	Central	10	3 (C), 2(B), 1(A), 2 (H), 2 (D)	\$	\$
9	B506011	Judge Romae T Powell Juvenile Justice	Central	9	2(B), 4 (D), 1 (H), 2(C)	\$	\$
10	B815013	Medical Examiner's Office	Central	4	4 (D),	\$	\$
11	B400012	Central Library	Central	2	1 (F), 1(C)	\$	\$
12	B374012	Helene S Mills Senior Center	Central	4	4 (F)	\$	\$
13	B433012	Ponce De Leon Library	Central	2	1 (F) 1(C)	\$	\$
14	B373013	Southeast Neighborhood Senior Center	Central	2	1(D), 1(F)	\$	\$
15	B720012	Auburn Neighborhood Senior Center	Central	2	2 (A)	\$	\$
16	B423032	Metropolitan Library	Central	2	F (2)	\$	\$
17	B453012	Kirkwood Library	Central	2	F (2)	\$	\$

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18	B408013	East Atlanta Library	Central	2	F (2)	\$	\$
19	B458013	Southeast Library	Central	2	F (2)	\$	\$
Greater Fulton Service Area							
20	B810013	Roswell Neighborhood Senior Center	North	2	2(A)	\$	\$
21	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)	\$	\$
22	B342013	Central Training Center	South	1	1(A)	\$	\$
23	B110013	H.J.C Bowden Senior Multipurpose Facility	5105 Avalon Ridge Parkway	1	1(A)	\$	\$
24	B440013	Southwest Regional Library	Peachtree Corners, GA 30071	1	1(A)	\$	\$
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)	\$	\$
26	B435011	Alpharetta Library	North	1	1 (F)	\$	\$
27	B431012	Buckhead Library	North	1	2 (F)	\$	\$
28	B501022	Central Maintenance Facility	North	1	28 (C)	\$	\$
29	B501672	Central Maintenance Facility Sign	North	1	1 (C)	\$	\$
30	B404023	College Park Library	North	1	1 (A)	\$	\$
31	B603052	D.A. Pearson Maint. Storage, Pest	North	1	1 (C)	\$	\$
32	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	1	10 (C)	\$	\$
33	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)	\$	\$
34	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)	\$	\$
35	B606122	FCPD Tactical Operation and Planning Center	North	1	3 (C)	\$	\$
36	B603012	Facilities and Transportation Services, Electronics Division Bldg A	North	1	3(C)	\$	\$
37	B603042	Facilities and Transportation Services, Material Management Bldg D	North	1	2(C)	\$	\$
38	B370013	Harriett G Darnell Senior	North	6	4(D) 2(A)	\$	\$
39	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)	\$	\$
40	B430012	Northside Library	North	1	1A	\$	\$
41	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F	\$	\$
42	B436011	Roswell Library	North	1	2 F	\$	\$
43	B421011	Sandy springs Library	North	1	A 1	\$	\$
44	B427013	Adams Park library	South	1	F2	\$	\$
45	B434012	Adamsville/ Collier Heights Library	South	1	A 2	\$	\$
46	B824103	Camp Creek House Admin. Bldg	South	1	D 1	\$	\$

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On-site Door Repair, Over Head Door

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47	B342013	Central Training Center	South	1	F 2	\$	\$
48	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	1	2 (F)	\$	\$
49	B404023	College Park Library	South	1	2 (F)	\$	\$
50	B320013	College Park Regional Health Center	South	1	1F	\$	\$
51	B425013	East Point Library	South	1	1 (A)	\$	\$
52	B710013	H J C Bowden Senior Multipurpose Facility	South	1	(A) (F) 2	\$	\$
53	B371013	Hapeville Senior Center	South	1	(F) 2	\$	\$
54	B816123	Oak Hill Homes Administration	South	1	(D) 1	\$	\$
55	B811013	Palmetto Neighborhood Senior	South	1	(F) 2	\$	\$
56	B448013	South Fulton Regional Library	South	1	(F) 2	\$	\$
57	B380013	Southwest Art Center	South	1	1F	\$	\$
58	B440013	Southwest Regional Library	South	1	1F	\$	\$
59	Total Cost Line Items #1 through #58 (Year 2026)						\$

LEGEND**A – Double Swing Doors****B- Revolving Doors****C- Roll up doors – Electrical****D- Sliding Gates****E- Parking Gates****F – Sliding Doors****H – Handicap Access Doors**

60. Cost of Labor applicable for service calls:

Normal Working Hours(a) \$ 85.00 per Hour x (b) Estimated : 400 hoursTotal = (a) x (b) \$ 34,000

61. Cost of Labor applicable for service calls:

Other than Normal Working Hours(c) \$ 120.00 per Hour x (d) Estimated: 100 hours
Total = (c) x (d) \$ 12,000.00

62. Truck charges if applicable:

(d) Per-trip charges \$ 0 x (f) Estimated trips : 200Total charges = (e) x (f) \$ 0

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On-site Door Repair, Over Head Door

Preventive and Predictive Maintenance Countywide

Section 2
Bid Form

Semi -Annual and Annual cost will not change from 2026

Pricing Sheet for Service Year 2027 for Door Maintenance

No	Building Code	Building Name	Zone	Qty	Type of doors* (*see legend below)	Semi-Annual PM Cost/building	Year 2027 Annual Cost
Central Fulton Service Area							
1	B600032	Charles L. Carnes Justice Center Building of FC	Central	8	4 (A), 1 (C), 1(E), 2 (H)	\$	\$
2	B600012	Fulton County Courthouse	Central	6	6 (A)	\$	\$
3	B613012	Government Center - Assembly Building	Central	2	1 (C), 1(A)	\$	\$
4	B613062	Government Center - Atrium Building	Central	4	4 (A) (large glass)	\$	\$
5	B613022	Government Center - Midrise Building	Central	1	1 (F)	\$	\$
6	B613042	Government Center - Public Safety Building	Central	5	2 (C), 2 (A) large, 1(F)	\$	\$
7	B613052	Government Center - Tower Building	Central	6	4 (A), H(2)	\$	\$
8	B600052	Justice Tower - Was Justice Center Tower	Central	10	3 (C), 2(B), 1(A), 2 (H), 2 (D)	\$	\$
9	B506011	Judge Romae T Powell Juvenile Justice	Central	9	2(B), 4 (D), 1 (H), 2(C)	\$	\$
10	B815013	Medical Examiner's Office	Central	4	4 (D),	\$	\$
11	B400012	Central Library	Central	2	1 (F), 1(C)	\$	\$
12	B374012	Helene S Mills Senior Center	Central	4	4 (F)	\$	\$
13	B433012	Ponce De Leon Library	Central	2	1 (F) 1(C)	\$	\$
14	B373013	Southeast Neighborhood Senior Center	Central	2	1(D), 1(F)	\$	\$
15	B720012	Auburn Neighborhood Senior Center	Central	2	2 (A)	\$	\$
16	B423032	Metropolitan Library	Central	2	F (2)	\$	\$
17	B453012	Kirkwood Library	Central	2	F (2)	\$	\$
18	B408013	East Atlanta Library	Central	2	F (2)	\$	\$
19	B458013	Southeast Library	Central	2	F (2)	\$	\$
Greater Fulton Service Area							
20	B810013	Roswell Neighborhood Senior Center	North	2	2(A)	\$	\$
21	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)	\$	\$
22	B342013	Central Training Center	South	1	1(A)	\$	\$

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23	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)	\$	\$
24	B440013	Southwest Regional Library	South	1	1(A)	\$	\$
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)	\$	\$
26	B435011	Alpharetta Library	North	1	1 (F)	\$	\$
27	B431012	Buckhead Library	North	1	2 (F)	\$	\$
28	B501022	Central Maintenance Facility	North	1	28 (C)	\$	\$
29	B501672	Central Maintenance Facility Sign	North	1	1 (C)	\$	\$
30	B404023	College Park Library	North	1	1 (A)	\$	\$
31	B603052	D.A. Pearson Maint. Storage, Pest	North	1	1 (C)	\$	\$
32	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	1	10 (C)	\$	\$
33	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)	\$	\$
34	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)	\$	\$
35	B606122	FCPD Tactical Operation and Planning Center	North	1	3 (C)	\$	\$
36	B603012	Facilities and Transportation Services, Electronics Division Bldg A	North	1	3(C)	\$	\$
37	B603042	Facilities and Transportation Services, Material Management Bldg D	North	1	2(C)	\$	\$
38	B370013	Harriett G Darnell Senior	North	6	4(D) 2(A)	\$	\$
39	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)	\$	\$
40	B430012	Northside Library	North	1	1A	\$	\$
41	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F	\$	\$
42	B436011	Roswell Library	North	1	2 F	\$	\$
43	B421011	Sandy springs Library	North	1	A 1	\$	\$
44	B427013	Adams Park library	South	1	F2	\$	\$
45	B434012	Adamsville/ Collier Heights Library	South	1	A 2	\$	\$
46	B824103	Camp Creek House Admin. Bldg	South	1	D 1	\$	\$
47	B342013	Central Training Center	South	1	F 2	\$	\$
48	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	1	2 (F)	\$	\$
49	B404023	College Park Library	South	1	2 (F)	\$	\$
50	B320013	College Park Regional Health Center	South	1	1F	\$	\$
51	B425013	East Point Library	South	1	1 (A)	\$	\$
52	B710013	H J C Bowden Senior Multipurpose Facility	South	1	(A) (F) 2	\$	\$
53	B371013	Hapeville Senior Center	South	1	(F) 2	\$	\$

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On-site Door Repair, Over Head Door

Preventive and Predictive Maintenance Countywide

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Bid Form

54	B816123	Oak Hill Homes Administration	South	1	(D) 1	\$	\$ Type text here
55	B811013	Palmetto Neighborhood Senior	South	1	(F) 2	\$	\$
56	B448013	South Fulton Regional Library	South	1	(F) 2	\$	\$
57	B380013	Southwest Art Center	South	1	1F	\$	\$
58	B440013	Southwest Regional Library	South	1	1F	\$	\$
59	Total Cost Line Items #1 through #58 (Year 2027)					\$	\$

LEGEND**A – Double Swing Doors****B- Revolving Doors****C- Roll up doors – Electrical****D- Sliding Gates****E- Parking Gates****F – Sliding Doors****H – Handicap Access Doors**

60. Cost of Labor applicable for service calls:

Normal Working Hours(a) \$ 90.00 per Hour x (b) Estimated - 400 hoursTotal = (a) x (b) \$ 36,00.00

61. Cost of Labor applicable for service calls:

Other than Normal Working Hours(c) \$ 130.00 per Hour x (d) Estimated – 100 hours
Total = (c) x (d) \$ 13,000.00

62. Truck charges if applicable:

(d) Per-trip charges \$ 0 x (f) Estimated trips - 200Total charges = (e) x (f) \$ 0

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On-site Door Repair, Over Head Door
Preventive and Predictive Maintenance Countywide

Section 2
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 all required 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 for a sum of:

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

BIDDER: Jeff Beatty

Signed by: _____

[Type or Print Name]

Title: Vice President, District Manager

Business Address: 5105 Avalon Ridge Parkway

Peachtree Corners, GA 30071

Business Phone: 678-410-6873

Type text here

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:

<i>Name</i>	<i>Address</i>
Jeff Beatty	5105 Avalon Ridge Parkway
	Peachtree Corners, GA 30071

END OF SECTION

EXHIBIT E

PURCHASING FORMS

25ITB1336430C-JH
On-site Door Repair, Over Head Door
Preventive and Predictive Maintenance Countywide

Section 6
Purchasing Forms & Instructions

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]** Overhead Door Company of Atlanta, A D.H. Pace Company, 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.

453995

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent
(Insert Contractor Name)

Vice President

Title of Authorized Officer or Agent of Contractor

Jeff Beatty

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12th day of March, 2025

Notary Public: Kaylen Thomas

County: Gwinnett



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].

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On-site Door Repair, Over Head Door

Preventive and Predictive Maintenance Countywide

Section 6

Purchasing Forms & Instructions

Commission Expires: 04/07/2026

N/A

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On-site Door Repair, Over Head Door
Preventive and Predictive Maintenance Countywide

Section 6
Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

**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]** on behalf of **Fulton County Government** is registered with and participating in a federal work authorization program*,⁴ in accordance with the accountability provisions and deadlines established in O.C.G.A. 13-10-

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: _____

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].

N/A

25ITB1336430C-JH
On-site Door Repair, Over Head Door
Preventive and Predictive Maintenance Countywide

Section 6
Purchasing Forms & Instructions

Commission Expires: Type text here

FORM C1: CONTRACTOR’S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor’s Name: _____

Utility Contractor’s Name: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

N/A

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On-site Door Repair, Over Head Door
Preventive and Predictive Maintenance Countywide

Section 6
Purchasing Forms & Instructions

FORM C2: CONTRACTOR’S GEORGIA GENERAL CONTRACTOR’S LICENSE
CERTIFICATION

Contractor’s Name: _____

General Contractor’s License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

N/A

25ITB1336430C-JH
On-site Door Repair, Over Head Door
Preventive and Predictive Maintenance Countywide

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: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(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.

Rex E. Newcomer, President 1901 E. 119th Street, Olthe KS, 66061
Ron Stier, EVP of Operations DH Pace 1901 E 119th Street, Olthe KS, 66061
John Nale, EVP, Area Manager 5105 Avalon Ridge Parkway, Peachtree Corner, GA 30070
Jeff Allen Sr. Vice President, SE Regional Manager, 5105 Avalon Ridge Parkway, Peachtree Corners, GA 30071
Jeff Beatty, Vice President, District Manager 5105 Avalon Ridge Parkway, Peachtree Corners, GA 30071

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.

The DH Pace Company, Inc. traces its roots back to the 1920s with the invention of the upward-acting garage door. In 1926, the first location opened as the Overhead Door Company of St. Louis™ under the Overhead Door™ Red Ribbon logo. A year later, Overhead Door Company of Kansas City™ (1927) and a few years later the Overhead Door Company of Atlanta™ (1935) opened for business. In 1973, the operation of these three entities consolidated and became divisions of DH Pace Company, Inc. In 1995, the Company began selling commercial products and services under the DH Pace brand name in select markets. In 2003, the Systems Integration division was formed to provide access control, video surveillance, intrusion alarm and parking control system products and services.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or 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.

N/A

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]

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On-site Door Repair, Over Head Door

Preventive and Predictive Maintenance Countywide

Section 6

Purchasing Forms & Instructions

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 13 day of March, 2025

Jeff Beatty
(Legal Name of Proponent)

03/12/2025
(Date)

[Signature]
(Signature of Authorized Representative) (Date)

Vice President, District Manager
(Title)

Sworn to and subscribed before me,

This 13th day of March, 2025

Kaylen Thomas
(Notary Public) (Seal)

Commission Expires 04/01/2026
(Date)



EXHIBIT F

CONTRACT COMPLIANCE FORMS

25ITB1336430C-JH
On-Site Door Repair and Overhead Door
Preventive and Predictive Maintenance Countywide

Section 7
Contract Compliance Requirements

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Jeff Beatty),
Name

Vice President, District Manager

Overhead Door Company of Atlanta, A D.H. Pace Company, Inc.

Title

Company Name

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

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

TITLE: Vice President, District Manager

SIGNATURE: 

ADDRESS: 5105 Avalon Ridge Parkway

Peachtree Corners, GA 30071

PHONE NUMBER: 404-291-7841

EMAIL: Jeff.Beatty@dhpac.com

N/A

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On-Site Door Repair and Overhead Door
Preventive and Predictive Maintenance Countywide

Section 7
Contract Compliance Requirements

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** ☐, is ☐ a minority or ☐ owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (AAE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NA)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disabled Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
- ☐ Male or ☐ Female (Check the appropriate box(es)).

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

\$ _____ Or _____ %

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>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

N/A

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Preventive and Predictive Maintenance Countywide

Section 7
Contract Compliance Requirements

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposal provisions including the accompanying Exhibits and other terms and conditions regarding subcontractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit B2 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 there is a failure of the intentions, objectives and commitments herein, 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 without loss of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

[illegible]

A large, thick red 'X' is drawn across the entire grid. The 'X' is formed by two diagonal lines intersecting at the center. The grid lines are thin and light gray, providing a background for the red 'X'.

[illegible]

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

N/A

EXHIBIT C
FORM SUBCONTRACTOR

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: _____

Project # & Title: _____

Printed Signature: _____

Date: _____

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5

INSURANCE AND RISK MANAGEMENT PROVISIONS On-Site Door Repair

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.~~ jkb

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

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On-site Door Repair, Over Head Door

Preventive and Predictive Maintenance Countywide

Section 5

Insurance and Risk Management Provisions

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence \$1,000,000
\$2,000,000	General Aggregate

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 Auto, General Liability and Employers Liability)		

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

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

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On-site Door Repair, Over Head Door
Preventive and Predictive Maintenance Countywide

Section 5
Insurance and Risk Management Provisions

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.

Overhead Door Company of Atlanta, A D.H. Pace Company, Inc.

COMPANY: _____ SIGNATURE: 

NAME: Jeff Beatty TITLE: Vice President, District Manager

DATE: 03/12/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2025

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Safety National Casualty Corporation	
NAIC # 15105	
INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES
CERTIFICATE NUMBER: W37375943
REVISION NUMBER:

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

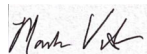
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		Y	Y	GL 6676460	01/01/2025	01/01/2026	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	Y	Y	CA 6676461	01/01/2025	01/01/2026	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	Y	Y	XEL4067851	01/01/2025	01/01/2026	\$
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	LDC4067849	01/01/2025	01/01/2026	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)

Project: Service.

Fulton County Government, its officials, officers and employees are included as Additional Insureds as required by written contract. Additional Insured status applies to General Liability (CG 2010), Automobile Liability and Umbrella/ Excess Liability coverages with limits as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract.

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government Attn: Purchasing Department 130 Peachtree Street, SW Suite 1168 Atlanta, GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 27074707

BATCH: 3766599

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

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

Primary & Non-Contributory applies to General Liability, Automobile Liability and Umbrella/ Excess Liability and is subject to the insurance contract, and subject to applicable state laws.

Blanket Waiver of Subrogation is included on General Liability, Automobile Liability, Umbrella/ Excess Liability and Workers Compensation if required by contract and as permitted by law, subject to the insurance contract.

D.H. Pace Company, Inc.

Named Insured Schedule
ABC Doors of Dallas, a D.H. Pace Company, Inc.
Adams Door, a D.H. Pace Company, Inc.
American Overhead Door, a DH Pace Company, Inc.
Ameridock, a D.H. Pace Company, Inc.
Ankmar, a D.H.Pace Company, Inc.
Bi-State Loading Dock Specialists, a D.H. Pace Company, Inc.
Carolina Industrial Systems, a D.H. Pace Company, Inc.
Capital Door Solutions, a D.H. Pace Company, Inc.
D.H. Pace Company, Inc.
D.H. Pace Compliance Services
D.H. Pace Construction Services, a D.H. Pace Company, Inc.
D.H. Pace Door Services, a D.H. Pace Company, Inc.
D.H. Pace Facilities Group, a D.H. Pace Company, Inc.
D.H. Pace National Accounts Group, a D.H. Pace Company, Inc.
D.H. Pace Systems Integration, a D.H. Pace Company, Inc.
Door Control Services, a D.H. Pace Company, Inc.
E. E. Newcomer Enterprises, Inc.
EEN Leasing, Inc.
EEN Real Estate, Inc.
Florida Door Solutions, a D.H. Pace Company, Inc.
HBD Technology, a D.H. Pace Company, Inc.
J.E.D. Installation, a D. H. Pace Company, Inc.
K&B Garage Doors, a D.H. Pace Company, Inc.
King Door, a D.H. Pace Company, Inc.
Montgomery Door Controls, a D.H. Pace Company, Inc.
Norm's Doors, a D.H. Pace Company, Inc.
Overhead Door Company of Albuquerque, a D.H. Pace Company, Inc.
Overhead Door Company of Atlanta, a D.H. Pace Company, Inc.
Overhead Door Company of Blue Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Boston, a D.H. Pace Company, Inc.
Overhead Door Company of Cape Cod - Commercial, a D.H. Pace Company, Inc.
Overhead Door Company of Central Arizona, a D.H. Pace Company, Inc.
Overhead Door Company of Central Missouri, a D.H. Pace Company, Inc.
Overhead Door Company of Charlotte, a D.H. Pace Company, Inc.
Overhead Door Company of Colorado Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Columbia, a D.H. Pace Company, Inc.
Overhead Door Company of Des Moines, a D.H. Pace Company, Inc.
Overhead Door Company of Four Corners, a D.H.Pace Company, Inc.
Overhead Door Company of Greater Hall County, GA, a D.H. Pace Company, Inc.
Overhead Door Company of Greensboro, a D.H. Pace Company, Inc.
Overhead Door Company of Greenville, a D.H. Pace Company, Inc.
Overhead Door Company of Jefferson City, a D.H. Pace Company, Inc.
Overhead Door Company of Joplin, a D.H. Pace Company, Inc.
Overhead Door Company of Kansas City, a D.H. Pace Company, Inc.
Overhead Door Company of Little Rock, a D.H. Pace Company, Inc.
Overhead Door Company of Manhattan, a D.H. Pace Company, Inc.
Overhead Door Company of Metro West, a D.H. Pace Company, Inc.
Overhead Door Company of Nashville, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Georgia, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Plymouth, a D.H. Pace Company, Inc.
Overhead Door Company of Pueblo, a D.H. Pace Company, Inc.
Overhead Door Company of Rockhill, a D.H. Pace Company, Inc.
Overhead Door Company of Santa Fe, a D.H. Pace Company, Inc.
Overhead Door Company of South Central Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Southeast Wisconsin, a D.H. Pace Company, Inc.
Overhead Door Company of Southwest Illinois, a D.H. Pace Company, Inc.
Overhead Door Company of Springfield, a D.H. Pace Company, Inc.
Overhead Door Company of St. Joseph, a D.H. Pace Company, Inc.
Overhead Door Company of St. Louis, a D.H. Pace Company, Inc.
Overhead Door Company of the Foothills, a D.H. Pace Company, Inc.
Overhead Door Company of the High Country, a D.H. Pace Company, Inc.
Overhead Door Company of Topeka, a D.H. Pace Company, Inc.
Overhead Door Company of Wichita, a D.H. Pace Company, Inc.
Pasek Security, a D.H. Pace Company, Inc.
Pinnacle Door Company, a D.H. Pace Company, Inc.
Total Quality Services, a D.H. Pace Company, Inc.
Wade Door Services, a D.H. Pace Company, Inc.

POLICY NUMBER:GL 6676460

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Fulton County Government, its officials, officers and employees Per Certificate of Insurance	Project: Service.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL 6676460

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

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
LIQUOR 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.

POLICY NUMBER: GL 6676460

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization as required by written contract or agreement
that is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage
Part. Such waiver by us applies only to the extent that
the insured has waived its right of recovery against
such person(s) or organization(s) prior to loss. This
endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.

POLICY NUMBER: CA 6676461

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: E. E. NEWCOMER ENTERPRISES, INC.</p> <p>Endorsement Effective Date: 01/01/2025</p>
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SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: CA 6676461

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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

<p>Name Of Person Or Organization: Any Person or Organization as required by written contract or agreement that is executed prior to the loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

CHANGE

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of the A. Loss Conditions section within the CONDITIONS section of each of the referenced Coverage Forms is amended to include the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”. This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2025	Policy No. CA 6676461	Endorsement No.
Named Insured: E. E. NEWCOMER ENTERPRISES, INC. Insurance Company SAFETY NATIONAL CASUALTY CORPORATION		Premium \$ INCLUDED

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2025
Insured
E. E. NEWCOMER ENTERPRISES, INC.
Insurance Company
SAFETY NATIONAL CASUALTY CORPORATION

Policy No. LDC4067849

Countersigned by Cheryl Crilly

Endorsement No.
Premium INCLUDED