



**CONTRACT DOCUMENTS FOR
25ITB1315442C-JNJ (B)**

**Preventive and Predictive Maintenance Services for
Chillers**

For

Mechanical Services, Inc.

Department Of Real Estate & Asset Management

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CONTRACT AGREEMENT

Contractor: **Mechanical Services, Inc.**

Contract No.: **25ITB1315442C-JNJ (B), Preventive and Predictive Maintenance Services for Chillers**

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

Telephone: **4042028661**

Email: **bralston@mechanicalsvcs.com**

Contact: **Ben Ralston**
Vice President

This Agreement made and entered into effective the 1st day of June, 2025 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **Mechanical Services, Inc.**, hereinafter referred to as “**Contractor**”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to be responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment., 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;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

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 May 7, 2025 and 25-0350 (B).

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 to be responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment. 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 June, 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 \$400,000.00, (Four Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or

subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

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

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed

statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. 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:

Department of Real Estate and Asset Management
Director
141 Pryor Street, S.W. 6th Floor
Atlanta, Georgia 30303
Telephone:(404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Mechanical Services, Inc.
464 Porsche Avenue
Hapeville, GA 30354

Telephone: 4042028661
Email: bralston@mechanicalsvcs.com
Attention: Ben Ralston, Vice President

ARTICLE 29. **JURISDICTION**

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

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. OPEN RECORDS ACT

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

ARTICLE 33. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within

forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

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

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. PERMITS, LICENSES AND BONDS

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

ARTICLE 36. NON-APPROPRIATION

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

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

ARTICLE 37. **WAGE CLAUSE**

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



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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

Mechanical Services, Inc.

Signed by:

Ben Kalston

3800E18BCA054D2...

Ben Kalston
Vice President

ATTEST:

Signed by:

Donna R. Glier

EEC476C4837648D...

Donna R. Glier
Clerk to the Commission

(Affix County Seal)

Signed by:



APPROVED AS TO FORM:

Signed by:

Dennal Stewart

8B574564AFF0466...

Office of the County Attorney

APPROVED AS TO CONTENT:

Signed by:

Joseph Davis

B20354A88008422...

Joseph N. Davis, Director
Department Of Real Estate & Asset
Management

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Sylvia Benner

Notary Public

County: Cherokee

Commission Expires: October 24, 2027

(Affix Notary Seal)

DS



ITEM#: 25-0350B 1st RM: 05/07/2025
1st REGULAR MEETING

ITEM#: _____ 2nd RM: _____
2nd REGULAR MEETING

ADDENDA



Date: February 25, 2025

Project Number: 25ITB1315442C-JNJ

Project Title: Preventive & Predictive Maintenance Services for Chillers

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

Contract Compliance Documents

- Exhibits A & B1

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 26 day of February, 2025.

Mechanical Services Inc.
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Service Administrator.
Title



Date: March 4, 2025

Project Number: 25ITB1315442C-JNJ

Project Title: Preventive & Predictive Maintenance Services for Chillers

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

Contract Compliance Documents

- Questions & Answers

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 4th day of March, 2025.

Mechanical Services, Inc.
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Service Administrator
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

1. The Contractor shall be solely responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment.
2. Annual preventive and predictive maintenance for the chillers is the primary requirement of this contract; however, chillers and other equipment in these and/or other locations that require infrequent or one-time services or repairs will be performed on an as needed basis, as determined by the respective of the Fulton County Department of Real Estate and Asset Management (DREAM), HVAC Maintenance Team as the point of contact.
3. Preventive Maintenance includes reporting of any corrosion and/or scaling in any water carrying parts of the equipment.

CONTRACTOR QUALIFICATIONS:

1. Contractor must provide proof of having at least five (5) years of experience maintaining HVAC systems, which shall include chillers of capacity not less than 100 tons.
2. Contractor must acknowledge and certify that their company is qualified and their technicians are trained and certified for maintenance services and refrigerant handling. Technicians must be certified per federal, state and/or local regulations for work related tasks.

Required License/Certification:

Georgia Professional License (Applicable):

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

Key Personnel:

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

SCHEDULING

1. Within fifteen (15) days of receipt of Purchase Order, the successful bidder(s) must meet with representatives of DREAM HVAC Maintenance

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

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

(A) ANNUAL TASK REQUIREMENTS: CHILLER

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

1. **General Maintenance**

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

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

2. **Lube System**

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

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

3. **Purge System**

Record purge start and stops.

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

Clean strainer and orifice.

Brush clean condenser coil.

Drain water as required and record volume drained.

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

4. **Controls**

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

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

5. Electrical System

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

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

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

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

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

1. Condenser and Evaporator Tubes

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

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

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

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

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

2. Cooling Tower

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

Check fan motor, drive shafts and their alignment.

Check and record insulation value of fan motor windings.

Check fan blades for corrosion and/or deformation.

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

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

Replace drive belts if necessary.

Lubricate fan motor bearing.

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

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

(B) REPORTS

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

(C) INFREQUENT MAINTENANCE REQUIREMENTS

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

1. Refrigerant analysis.
2. Re-fill refrigerant (per lbs.). Where substantial losses are encountered, provide a refrigerant report to HVAC Maintenance Team representative with the quantity of refrigerant (pounds) added.
3. Replacing the oil (lump sum rate for each machine).
4. Eddy current analysis of evaporator bundles (pricing for each machine).
5. Eddy current analysis of condenser tube bundles (pricing for each machine).
6. Vibration analysis test, infrared testing for each machine starter and report any hot spots.

(D) REPAIRS

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

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

WORKING HOURS

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

SERVICE CALLS

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

- (a) Emergency Requests: Services and/or parts must be provided within two (2) hours.
- (b) High Priority Requests: Services and/or parts must be provided within twenty- four (24) hours.
- (c) Routine Requests: Services and/or parts must be provided within three (3) days.

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

COMPANY PERSONNEL

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

WARRANTY

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

TECHNICAL REPORTS

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

1. Start time & completion time.
2. Date service was performed.

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

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

ADDITIONAL PARTS

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

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

$(\text{Contractor cost for part}) \times (1 + \text{contractor markup percentage}) + \text{cost of freight}.$

Example:

Bidder(s) cost for part = \$20
 Bidder(s) markup on parts = 10%
 Bidder(s) freight cost = \$5.00
 $(\$20.00 \times 1.10) + 5 = \27

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

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 \$400,000.00 (Four Hundred Thousand Dollars and Zero Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Mechanical Services, Inc.

For: # Preventive and Predictive Maintenance Services for Chillers

Submitted on March 11th, 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 (Combine the Total Cost from Annual Maintenance of Chillers + the Total Cost from Annual Maintenance of Cooling Towers for FY2025)

\$ 74,100.00

(Dollar Amount In Numbers)

Seventy Four Thousand One Hundred & 00/100 Dollars
(Dollar Amount in Words)

25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

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

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

BASE BID AMOUNT

The award will be based on bidder's total combine costs of FY2025 (Original Term) from the sum of the Annual Maintenance of Chillers and the Annual Maintenance of Cooling Towers. This will be annotated as the Total Base Bid of this Bid Form Sheet.

(Original Term)
YEAR 2025

Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser & Evaporator	[A] Cost of Annual Maintenance	[B] Annual Maintenance of Cooling Tower each site	Total of [A] + [B]
1	Central Library	MCQUAY	200	R134	\$250	\$20	\$300	\$2,040	\$2200	\$ N/A	\$ 2200
2	Central Library	MCQUAY	300	R134	\$	\$20	\$300	\$2040	\$2200	\$ N/A	\$ 2200
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	1800	\$1800
4	Auburn Avenue Research Library	MCQUAY	80	R22	\$	\$80	\$150	\$ N/A	\$800	N/A	\$800
5	Auburn Avenue Research Library	MCQUAY	80	R22	\$	\$80	\$150	\$ N/A	\$800	N/A	\$800
6	Justice Tower	TRANE	880	R123	\$	\$40	\$150	\$3120	\$2900	\$ N/A	\$ 2900
7	Justice Tower	TRANE	880	R123	\$	\$40	\$150	\$3120	\$2900	\$ N/A	\$ 2900
8	Justice Tower	TRANE	200		\$	\$40	\$150	\$3120	\$2900	\$ N/A	\$ 2900
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	\$6400	\$6400
10	Government Center	CARRIER	400	134a	\$	\$20	\$250	\$3120	\$2400	\$ N/A	\$ 2400
11	Government Center	CARRIER	600	134a	\$	\$20	\$250	\$3120	\$2400	\$ N/A	\$ 2400
12	Government Center	CARRIER	600	134a	\$	\$20	\$250	\$3120	\$2400	\$ N/A	\$ 2400
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	\$3600	\$3600
14	Center for Health and Rehabilitation	TRANE	100	R134	\$	\$20	\$150	\$1800	\$1500	\$ N/A	\$1500
15	Center for Health and Rehabilitation	TRANE	100	R134	\$	\$20	\$150	\$1800	\$1500	\$ N/A	\$1500

25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1200	\$ 1200
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$ 250	\$ 20	\$ 150	\$ N/A	\$ 850	N/A	\$ 850
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$	\$ 20	\$ 150	\$ N/A	\$ 850	N/A	\$ 850
19	Juvenile Justice Center	MCQUAY	200	R134	\$	\$ 20	\$ 300	\$ 2760	\$ 2000	\$ N/A	\$ 2000
20	Juvenile Justice Center	MCQUAY	200	R134	\$	\$ 20	\$ 300	\$ 2760	\$ 2000	\$ N/A	\$ 2000
21	Juvenile Justice Center	MCQUAY	100	R134	\$	\$ 20	\$ 300	\$ 2400	\$ 1500	\$ N/A	\$ 1500
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3200	\$ 3200
23	Medical Examiner's Office	TRANE	100	R 134	\$	\$ 20	\$ 150	\$ N/A	\$ 1200	N/A	\$ 1200
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 850	N/A	\$ 850
27	Northeast Regional Library	YORK	120	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 850	N/A	\$ 850
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
30	North Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1500	\$ N/A	\$ 1500
31	North Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1500	\$ N/A	\$ 1500
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1000	\$ 1000
33	Northwest Library	YORK	80	R134	\$	\$ 20	\$ 300	\$ N/A	\$ 900	N/A	\$ 900
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 1500	N/A	\$ 1500
35	Southwest Regional Library	CARRIER	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
36	College Park Health Center	TRANE	30	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 900	\$ N/A	\$ 900
37	College Park Health Center	TRANE	30	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 900	\$ N/A	\$ 900
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$ 900	\$ 900
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$ 900	\$ 900
40	South Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1500	\$ N/A	\$ 1500
41	South Fulton Service Center	TRANE	91	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1500	\$ N/A	\$ 1500
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1000	\$ 1000
43	Health and Human Services Building	MCQUAY	90	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	\$ 800	\$ 800
45	Milton Library	MCQUAY	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
46	Wolf Creek Library	YORK	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 900	N/A	\$ 900
47	Alpharetta Library	MCQUAY	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 900	N/A	\$ 900

YEAR 2025

25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

(1st Renewal Term)
YEAR 2026

SI. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser & Evaporator	[A] Cost of Annual Maintenance	[B] Annual Maintenance of Cooling Tower each site	Total of [A] + [B]
1	Central Library	MCQUAY	200	R134	\$ 250	\$ 20	\$ 300	\$ 2040	\$ 8420	\$ N/A	\$ 2420
2	Central Library	MCQUAY	300	R134	\$	\$ 20	\$ 300	\$ 2040	\$ 2420	\$ N/A	\$ 2420
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	1980	\$ 1980
4	Auburn Avenue Research Library	MCQUAY	80	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 880	N/A	\$ 880
5	Auburn Avenue Research Library	MCQUAY	80	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 880	N/A	\$ 880
6	Justice Tower	TRANE	880	R123	\$	\$ 40	\$ 150	\$ 3120	\$ 3190	\$ N/A	\$ 3190
7	Justice Tower	TRANE	880	R123	\$	\$ 40	\$ 150	\$ 3120	\$ 3190	\$ N/A	\$ 3190
8	Justice Tower	TRANE	200		\$	\$ 40	\$ 150	\$ 3120	\$ 3190	\$ N/A	\$ 3190
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	\$ 7040	\$ 7040
10	Government Center	CARRIER	400	134a	\$	\$ 20	\$ 250	\$ 3120	\$ 2640	\$ N/A	\$ 2640
11	Government Center	CARRIER	600	134a	\$	\$ 20	\$ 250	\$ 3120	\$ 2640	\$ N/A	\$ 2640
12	Government Center	CARRIER	600	134a	\$	\$ 20	\$ 250	\$ 3120	\$ 2640	\$ N/A	\$ 2640
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3960	\$ 3960
14	Center for Health and Rehabilitation	TRANE	100	R134	\$	\$ 20	\$ 150	\$ 1800	\$ 1650	\$ N/A	\$ 1650
15	Center for Health and Rehabilitation	TRANE	100	R134	\$	\$ 20	\$ 150	\$ 1800	\$ 1650	\$ N/A	\$ 1650
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1320	\$ 1320
17	Helene S. Mills Senior MP Center	CARRIER	80	134a	\$	\$ 20	\$ 150	\$ N/A	\$ 935	N/A	\$ 935
18	Helene S. Mills Senior MP Center	CARRIER	80	134a	\$	\$ 20	\$ 150	\$ N/A	\$ 935	N/A	\$ 935
19	Juvenile Justice Center	MCQUAY	200	R134	\$	\$ 20	\$ 300	\$ 2760	\$ 2200	\$ N/A	\$ 2200
20	Juvenile Justice Center	MCQUAY	200	R134	\$	\$ 20	\$ 300	\$ 2760	\$ 2200	\$ N/A	\$ 2200
21	Juvenile Justice Center	MCQUAY	100	R134	\$	\$ 20	\$ 300	\$ 2400	\$ 1650	\$ N/A	\$ 1650
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3520	\$ 3520
23	Medical Examiner's Office	TRANE	100	R 134	\$	\$ 20	\$ 150	\$ N/A	\$ 1320	N/A	\$ 1320
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 990	N/A	\$ 990
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 990	N/A	\$ 990
26	Robert E. Fulton Regional Library at Ocee	CARRIER	100	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 935	N/A	\$ 935
27	Northeast Regional Library	YORK	120	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 935	N/A	\$ 935
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 990	N/A	\$ 990
29	Jefferson Place	TRANE	100	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 990	N/A	\$ 990

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

	Homeless Complex										
30	North Fulton Service Center	TRANE	90	R134	\$ 250	\$ 20	\$ 150	\$ 1680	\$ 1650	\$ N/A	\$ 1650
31	North Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1650	\$ N/A	\$ 1650
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1100	\$ 1100
33	Northwest Library	YORK	80	R134	\$	\$ 20	\$ 300	\$ N/A	\$ 990	N/A	\$ 990
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 1650	N/A	\$ 1650
35	Southwest Regional Library	CARRIER	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 990	N/A	\$ 990
36	College Park Health Center	TRANE	30	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 990	\$ N/A	\$ 990
37	College Park Health Center	TRANE	30	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 990	\$ N/A	\$ 990
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$ 990	\$ 990
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$ 990	\$ 990
40	South Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1650	\$ N/A	\$ 1650
41	South Fulton Service Center	TRANE	91	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1650	\$ N/A	\$ 1650
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1100	\$ 1100
43	Health and Human Services Building	MCQUAY	90	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 990	N/A	\$ 990
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	\$ 880	\$ 880
45	Milton Library	MCQUAY	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 990	N/A	\$ 990
46	Wolf Creek Library	YORK	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 990	N/A	\$ 990
47	Alpharetta Library	MCQUAY	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 990	N/A	\$ 990

YEAR 2026

(2nd Renewal Term)
YEAR 2027

Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser & Evaporator	[A] Cost of Annual Maintenance	[B] Annual Maintenance of Cooling Tower each site	Total of [A] + [B]
1	Central Library	MCQUAY	200	R134	\$ 250	\$ 20	\$ 300	\$ 2040	\$ 2662	\$ N/A	\$ 2662
2	Central Library	MCQUAY	300	R134	\$	\$ 20	\$ 300	\$ 2040	\$ 2662	\$ N/A	\$ 2662
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	2178	\$ 2178
4	Auburn Avenue Research Library	McQUAY	80	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 968	N/A	\$ 968
5	Auburn Avenue Research Library	McQUAY	80	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 968	N/A	\$ 968
6	Justice Tower	TRANE	880	R123	\$	\$ 40	\$ 150	\$ 3120	\$ 3510	\$ N/A	\$ 3510
7	Justice Tower	TRANE	880	R123	\$	\$ 40	\$ 150	\$ 3120	\$ 3510	\$ N/A	\$ 3510
8	Justice Tower	TRANE	200		\$	\$ 40	\$ 150	\$ 3120	\$ 3510	\$ N/A	\$ 3510
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	\$ 7744	\$ 7744

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

10	Government Center	CARRIER	400	134a	\$ 250	\$ 20	\$ 250	\$ 3120	\$ 2904	\$ N/A	\$ 2904
11	Government Center	CARRIER	600	134a	\$	\$ 20	\$ 250	\$ 3120	\$ 2904	\$ N/A	\$ 2904
12	Government Center	CARRIER	600	134a	\$	\$ 20	\$ 250	\$ 3120	\$ 2904	\$ N/A	\$ 2904
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4356	\$ 4356
14	Center for Health and Rehabilitation	TRANE	100	R134	\$	\$ 20	\$ 150	\$ 1800	\$ 1815	\$ N/A	\$ 1815
15	Center for Health and Rehabilitation	TRANE	100	R134	\$	\$ 20	\$ 150	\$ 1800	\$ 1815	\$ N/A	\$ 1815
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1452	\$ 1452
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$	\$ 20	\$ 150	\$ N/A	\$ 1028	N/A	\$ 1028
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$	\$ 20	\$ 150	\$ N/A	\$ 1028	N/A	\$ 1028
19	Juvenile Justice Center	MCQUAY	200	R134	\$	\$ 20	\$ 300	\$ 2760	\$ 2420	\$ N/A	\$ 2420
20	Juvenile Justice Center	MCQUAY	200	R134	\$	\$ 20	\$ 300	\$ 2760	\$ 2420	\$ N/A	\$ 2420
21	Juvenile Justice Center	MCQUAY	100	R134	\$	\$ 20	\$ 300	\$ 2400	\$ 1815	\$ N/A	\$ 1815
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3872	\$ 3872
23	Medical Examiner's Office	TRANE	100	R 134	\$	\$ 20	\$ 150	\$ N/A	\$ 1452	N/A	\$ 1452
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 1028	N/A	\$ 1028
27	Northeast Regional Library	YORK	120	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 1028	N/A	\$ 1028
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090
30	North Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1815	\$ N/A	\$ 1815
31	North Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1815	\$ N/A	\$ 1815
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1210	\$ 1210
33	Northwest Library	YORK	80	R134	\$	\$ 20	\$ 300	\$ N/A	\$ 1090	N/A	\$ 1090
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$	\$ 80	\$ 150	\$ N/A	\$ 1815	N/A	\$ 1815
35	Southwest Regional Library	CARRIER	90	R134	\$	\$ 20	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090
36	College Park Health Center	TRANE	30	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 1090	\$ N/A	\$ 1090
37	College Park Health Center	TRANE	30	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 1090	\$ 1090	\$ 1090
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1090	\$ 1090
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1090	\$ 1090
40	South Fulton Service Center	TRANE	90	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1815	\$ N/A	\$ 1815
41	South Fulton Service Center	TRANE	91	R134	\$	\$ 20	\$ 150	\$ 1680	\$ 1815	\$ N/A	\$ 1815
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1210	\$ 1210
43	Health and Human Services Building	McQUAY	90	R410	\$	\$ 20	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	\$ 968	\$ 968
45	Milton Library	McQUAY	90	R134	\$ 250	\$ 20	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090
46	Wolf Creek Library	YORK	90	R134	\$ 250	\$ 20	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090
47	Alpharetta Library	McQUAY	90	R134	\$ 250	\$ 20	\$ 150	\$ N/A	\$ 1090	N/A	\$ 1090

YEAR 2027

Pricing for Labor Charges

Description	2025	2026	2027
Labor charges per hour applicable for <u>normal hours of Operation</u> (7:00 A.M.– 5 P.M., Monday through Friday excluding Fulton County observed holidays)	\$ 110.00	\$ 115.00	\$ 120.00
Labor charges per hour applicable <u>after normal hours of operation</u> (5:01 P.M.– 6:59 A.M. Monday through Friday, all Week end days and Fulton County observed holidays)	\$ 140.00	\$ 150.00	\$ 160.00

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

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

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

Name	Address
Denice P. Stamey	4041 Kingston Ct. Suite E. Marietta, GA
Harold S. Stamey, Jr.	" Same " 30067
Ben Ralston	" Same "

END OF SECTION

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Preventive and Predictive Maintenance Services for Chillers**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 conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

N/A Dollars

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

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

ADDENDUM #	<u>1</u>	DATED	<u>2/25/25</u>
ADDENDUM #	<u>2</u>	DATED	<u>3/4/25</u>
ADDENDUM #	<u> </u>	DATED	<u> </u>
ADDENDUM #	<u> </u>	DATED	<u> </u>

BIDDER: Mechanical Services Inc.

Signed by: Ben Ralston
[Type or Print Name]

Title: Vice President

Business Address: 4041 Kingston Court
Suite E.

Maricetta GA. 30067

Business Phone: 404-766-0292

EXHIBIT E

PURCHASING FORMS

25ITB1315442C-JNJ

Predictive and Preventive Maintenance Services for Chillers

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] Mechanical Services, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

234766
EEV/Basic Pilot Program* User Identification Number

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

Vice President
Title of Authorized Officer or Agent of Contractor

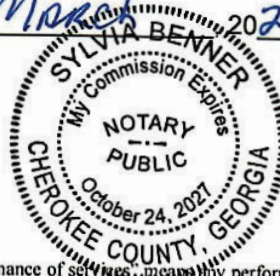
Ben Ralston
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 11th day of March, 2025

Notary Public: S. B.

County: Cherokee Co.

Commission Expires: 10/24/27



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services... physical 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].

STATE OF GEORGIA

COUNTY OF FULTON

N/A

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number_____
BY: Authorized Officer of Agent
(Insert Subcontractor Name)_____
Title of Authorized Officer or Agent of Subcontractor_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

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

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Mechanical Services, Inc.

Performing work as: Prime Contractor X Sub-Contractor _____

Professional License Type: Conditioned Air Non-Restricted

Professional License Number: CN210632

Expiration Date of License: 11/30/2025

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

Signed: 

Date: 3/10/25

(ATTACH COPY OF LICENSE)



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Benjamin Aaron Ralston
201 Sardis Circle
Canton GA 30114



FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Please See Attached Letter of Explanation

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

Please See Attached Letter of Explanation

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

Please See Attached Letter of Explanation

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 11th day of March, 2025

Mechanical Services Inc.
(Legal Name of Proponent) (Date)

Ben Pulit
(Signature of Authorized Representative) (Date)

Vice President
(Title)

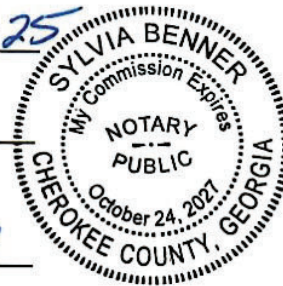
Sworn to and subscribed before me,

This 11th day of MARCH, 2025

SB
(Notary Public)

(Seal)

Commission Expires October 24, 2027
(Date)





MECHANICAL SERVICES, INC.

COMMERCIAL & INDUSTRIAL HVAC SERVICE AND INSTALLATION

4041 KINGSTON CT, SUITE E MARIETTA, GA 30067
404-766-0292 www.mechanicalservicesinc.com

March 7, 2025

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

RE: Equal Business Opportunity Plan
ITB# 25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

To Whom It May Concern:
Mechanical Services, Inc. offers the following statement regarding an Equal Business Opportunity Plan.

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

Article 4

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

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

Be it also known that due to the technical nature of this project, Mechanical Services Inc. does not plan to subcontract any element of the project. However, should an opportunity arise, Mechanical Services Inc. is certainly agreeable to teaming and/or mentor-protege relationships with minority and female businesses in an effort to achieve diversity. If you require additional information or have any questions or concerns, please don't hesitate to contact me.

Sincerely,

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

Ben Ralston
Vice President



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Benjamin Aaron Ralston
201 Sardis Circle
Canton GA 30114



City of Marietta Business License and Revenue Division

205 LAWRENCE ST NE * DRAWER 609 * MARIETTA GA 30061
(770) 794-5520



BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE
PLEASE DISPLAY AT ALL TIMES

SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL
NOT TRANSFERABLE

ACCOUNT NUMBER 9947836 1711012

NUMBER 00084615

MECHANICAL SERVICES INC
4041 KINGSTON CT
STE E
MARIETTA GA 30067-8947

FOR YEAR 2024
EXPIRATION DATE 12/31/24
BEGIN OPERATION DATE 6/15/23

NOTIFY THIS OFFICE OF ANY
CHANGE OF ADDRESS,
OWNERSHIP, FIRM NAME, OR
CLASSIFICATION

OWNER MECHANICAL SERVICES INC

DESCRIPTION OF SIC CODE

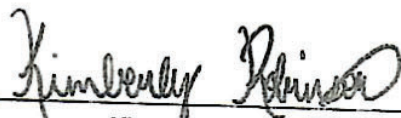
MECHANICAL CONTRACTOR

CLASS 2E

\$ 4618.00

BUSINESS ADDRESS:
4041 KINGSTON CT E
MARIETTA GA 30067-8947

SIGNED


Kimberly Robinson

TAX \$ 4618.00

PENALTY \$.00

TOTAL \$ 4618.00

DATE PAID 1/29/24

RECEIVED



BUSINESS LICENSE AND OCCUPATION TAX RENEWAL JAN 21 2025

CITY OF MARIETTA BUSINESS LICENSE AND REVENUE DIVISION

205 LAWRENCE ST NE - DRAWER 609

MARIETTA, GEORGIA 30061-0609

(770) 794-5520 FAX (770) 794-5685


 office@mechanicalservicesinc.com
 EMAIL ADDRESS

11/06/24 -- FIRST NOTICE --

 OCCUPATION TAX RENEWAL AND PAYMENT ARE DUE BY 3/31/25
 LAST DAY TO REMIT PAYMENT WITHOUT LATE CHARGES IS 3/31/25

POSTMARKS MUST BE MADE BY US POSTAL SERVICE TO AVOID PENALTY AND INTEREST

NEW OWNERSHIP? Yes or No	DATE OWNER CHANGED New Application Required	OCCUPATION TAX NUMBER	ACCOUNT NUMBER	SIC CODE	DATE CLOSED
		24-00084615	9947836	1711012	


 If applicable, record name and/or mailing address change in this box
 (zoning approval required for location change - see line 13 below).

MECHANICAL SERVICES INC

4041 KINGSTON CT

STE E

MARIETTA GA

30067-8947

4041 KINGSTON CT E

TAX CLASS: 2E

MECHANICAL CONTRACTOR

Description of SIC Code

 RD 4456
 DUE 4618
 PP 162

1	2024 actual gross receipts generated in the state of Georgia	\$9,036,629	
2	2024 tax based on line 1 and from tax table on back of this form	4,618	
3	2024 tax based on number of employees # 24 see back of form	528	
4	2024 tax (enter larger of line 2 or 3)	4,618	
5	2024 occupation tax paid (obtained from 2024 license excluding penalty and interest)	4,780	4618
6	2024 underpayment (line 4 less line 5) If overpayment, enter negative amount	0	4618
7	2025 estimated gross receipts generated in the state of Georgia	\$9,500,000	
8	2025 tax based on line 7 and from tax table on back of this form	4,618	
9	2025 tax based on number of employees # 25 see back of form	608	
10	2025 tax (enter larger of line 8 or 9)		+ 4618
11	2025 penalty (line 10 X 10% if paid after 3/31/25)		+
12	2025 interest (line 10 X 1.5% X # of months from April 2025 to present)		+
13	If name and/or location change within Marietta city limits add \$25.00		+
14	Amount Due (combine lines 6, 10, 11, 12 and 13) PAY TO "CITY OF MARIETTA"		- 4456 4618

Checklist

- ☒ Renewal Form
- ☒ Green - Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)
- ☒ Affidavits must be notarized prior to being submitted.
- ☒ Payment
- ☐ Yellow - O.C.G.A. § 50-36-1(e)(2) Affidavit Additional if applicant has not previously provided proof of U.S. Citizenship
- ☒ Driver's license copy from applicant if issued by one of the United States or other Secure and Verifiable Document

I, Benjamin Rabon Insert Name being the Vice President Insert Title
 (404) 766-0292 Insert Telephone Number of the business firm named above, do hereby register and pay the occupation tax to operate said business with the activity according to the standard industry code indicated above. I declare that I am duly authorized by the business herein named to file this registration for occupation tax, including the accompanying schedules and statements, and that same are true, correct and complete. Providing false, fictitious, or fraudulent statements or representations may be guilty of a violation of O.C.G.A. § 16-10-20.

APPLICANT SIGNATURE

Must be signed by owner, partner, authorized officer or employee

 1/15/2025
 DATE (Month/Day/Year)

PAID

MAR 07 2025

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Vice President
Title

Mechanical Services, Inc.
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: Ben Ralston TITLE: Vice President

SIGNATURE: Ben Ralston

ADDRESS: 4041 Kingston Court, Suite E
Marietta, GA. 30067

PHONE NUMBER: 404-766-0292 EMAIL: bralston@mechanicalservicesinc.

com

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 Mechanical Services Inc.

ITB/RFP Name & Number: Preventive and Predictive Maintenance Services for Chillers / 25ITB/315442C-JNJ

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT ☐, is ☐ a minority or female owned and controlled business enterprise. ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☒ White Female American (WFBE); ☐ Small Business (SBE); ☐ Service Disable Veteran (SDVBE) ☐ Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.

☐ Male or ☐ Female (Check the appropriate boxes).

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

\$ _____ Or 100 %

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

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

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

Total Dollar Value of Certified Subcontractors: (\$) 0

Total Percentage of Certified Subcontractors: (%) 0

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

Signature: B. Ralston Title: Vice President

Business or Corporate Name: Mechanical Services, Inc.

Address: 4041 Kingston Court, Suite E
Marietta, GA 30067

Telephone: (404) 766-0292

Fax Number: (404) 766-0862

Email Address: bralston@mechanicalservicesinc.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT B2 FORM

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, SDBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

* Please see Attached Letter of Explanation.



MECHANICAL SERVICES, INC.
COMMERCIAL & INDUSTRIAL HVAC SERVICE AND INSTALLATION

4041 KINGSTON CT, SUITE E MARIETTA, GA 30067
404-766-0292 www.mechanicalservicesinc.com

March 7, 2025

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

RE: Equal Business Opportunity Plan
ITB# 25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

To Whom It May Concern:

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

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Article 4

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

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

Be it also known that due to the technical nature of this project, Mechanical Services Inc. does not plan to subcontract any element of the project. However, should an opportunity arise, Mechanical Services Inc. is certainly agreeable to teaming and/or mentor-protége relationships with minority and female businesses in an effort to achieve diversity. If you require additional information or have any questions or concerns, please don't hesitate to contact me.

Sincerely,

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

Ben Ralston
Vice President

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Insurance and Risk Management Provisions

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

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products/Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

- | | | |
|---|-----------------|-------------|
| 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE | | |
| Bodily Injury & Property Damage | Each Occurrence | \$1,000,000 |
| (Including operation of non-owned, owned, and hired automobiles). | | |
| 4. UMBRELLA LIABILITY | | |
| | Per Occurrence | \$1,000,000 |
| (in excess of above noted coverage) | | |

Certificates of Insurance

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

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

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

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

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

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

Certificates must list Project Name (where applicable).

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions

during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Mechanical Services Inc. SIGNATURE: Ben Ralston
NAME: Ben Ralston TITLE: Vice President
DATE: 3/11/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2024

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 STARR-MATHEWS AGENCY P. O. Box 1990 Cartersville GA 30120 INSURED Mechanical Services Inc Chiller Services and Mechanical Services 4041 Kingston Court Suite E Marietta GA 30067	CONTACT NAME: Ashley Mears PHONE (A/C, No, Ext): (770) 386-0466 FAX (A/C, No): (770) 386-3164 E-MAIL ADDRESS: amears@starrmathews.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C: Hanover Insurance Group</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Ins Co of America	31534	INSURER B: Allmerica Financial Benefit	41840	INSURER C: Hanover Insurance Group		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Hanover Insurance Group															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 2024-25

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZBAJ53298500	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AWAJ53292500	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		UHAJ53305400	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Limit \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WBAJ53248800	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Limit 500,000
A	Installation Floater			ZBAJ53298500	09/01/2024	09/01/2025	Limit 500,000

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

Commercial General Liability Broadening Endorsement, 421-2915 06 15; Commercial General Liability Enhancement Endorsement-Contractors, 421-2918 06 15; Blanket Additional Insured (Contractors) Endorsement, 421-2002 12 14; Blanket Additional Insured- Primary- NonContributory, 461-0478 12 12; Waiver of Our Right to Recover From Others Endorsement, WC 00 03 13; Hanover Commercial Follow Form Excess and Umbrella Policy Form, 475-0001 12 22

CERTIFICATE HOLDER
CANCELLATION

Mechanical Services Inc 4041 Kingston Court Suite E Marietta GA 30067	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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EXHIBIT H

PAYMENT & PERFORMANCE BONDS

N/A

Wendy S. Stapp

