



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

21ITBC000023A-CJC

Water Meter Vaults

For

Public Works

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 1st of January, 2022, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	Bartow Precast, Inc.
ITBC Contract No. & Title:	21ITBC000023A-CJC, Water Meter Vaults
Address:	1504 Sugar Valley Road, SW Cartersville, GA 30120
Telephone:	(770) 382-4462
Email:	michael@bartowprecast.com
Contact Name & Title:	Michael Tidwell, President

This agreement was approved by the Fulton County Board of Commissioner on 1st of December, 2021, Item# 21-0978.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. Contract Term

- 1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st of January, 2022 and end on 31st of December, 2022. The "Commencement Term" of this Agreement shall begin on 1st of January, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending

Term” with no further obligation on the party of either party.

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.

2. Compensation

The total contract amount for the Project shall not exceed \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

BARTOW PRECAST, INC.

DocuSigned by:
Robert L. Pitts

14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Michael Tidwell

F06F48A299404E9...
Michael Tidwell
President

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier

EEC476C4037640D...
Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Denzal Stewart

2277A2CEF73F4E4...
Office of the County Attorney

DocuSigned by:
Donna Dudley

023021F86F654FF...
Notary Public

APPROVED AS TO CONTENT:

County: Bartow

DocuSigned by:
David Clark

85CE1C9FDD034B8...
David Clark, Director
Public Works

Commission Expires: June 22, 2023

(Affix Notary Seal) Signed by:



2021-0978 12/1/21

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
--	--

EXHIBIT 1
SOLICITATION DOCUMENT
(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

SECTION 2

FORM 3: BID FORM

Submitted To: Fulton County Government

For: 21ITBC000023A-CJC, WATER METER VAULTS

Submitted By: Bartow Precast, Inc.

Bid Due Date: Thursday, October 7, 2021

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

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 it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied 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 in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work 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 TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ 285,819.00
(Dollar Amount in Numbers)

Two Hundred Eighty Five Thousand Eight Hundred Nineteen Dollars + ^{NO}/₁₀₀
(Dollar Amount in Words)

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

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and 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 provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided 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 order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITBC)

Item No.	Item Description (Length x Width x Height)	Unit	Estimated Quantity	Unit Price	Extended Price
1.	15'x 9'x 7' Precast Vault	each	1	3,976.00	3,976.00
2.	Cover with access doors for 15'x 9' Vault	each	1	3,606.00	3,606.00
3.	1' Riser for 15' x 9' Vault	each	1	1,077.00	1,077.00
4.	2' Riser for 15' x 9' Vault	each	1	2,158.00	2,158.00
5.	13'x 7'x 7' Precast Vault	each	30	3,164.00	94,920.00
6.	Cover, with access doors, for 13' x 7' Vault	each	30	2,679.00	80,370.00
7.	1' Riser for 13'x 7' Vault	each	2	764.00	1,528.00
8.	2' Riser for 13' x 7' Vault	each	1	1,235.00	2,470.00
9.	10'x 6'x 7' Precast Vault	each	20	2,782.00	55,640.00
10.	Cover, with access door for 10'x 6' Vault	each	20	1,862.00	37,240.00
11.	1' Riser for 10' x 6' Vault	each	2	619.00	1,238.00

12.	2' Riser for 10' x 6' Vault	each	2	798.00	1,596.00
	TOTAL (Lines 1 – 12)			\$ _____	285,819.00

Renewal year price increase(s) in this contract, if exercised by Fulton County shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

Bidder shall submit pricing exactly as directed.

Bidder shall provide pricing on each of the items. Failure to comply will deem the bidder non-responsive and bid disqualified.

All prices F.O.B. north Fulton County. North Fulton County is defined as that part of Fulton County north of the Chattahoochee River.

Bidder is responsible for off-loading and setting vault, cover and/or riser in final location.

Bidder agrees to deliver vaults, covers, risers to site within 5 days after receipt of order.

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS