



CONTRACT DOCUMENTS FOR
25ITB1393177C-JNJ

Testing & Repair of Backflow Devices

For

Maxair Mechanical, LLC

Department Of Real Estate & Asset Management

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS**
- ARTICLE 2. SEVERABILITY**
- ARTICLE 3. DESCRIPTION OF PROJECT**
- ARTICLE 4. SCOPE OF WORK**
- ARTICLE 5. SERVICES PROVIDED BY COUNTY**
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS**
- ARTICLE 7. SCHEDULE OF WORK**
- ARTICLE 8. CONTRACT TERM**
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES**
- ARTICLE 10. PERSONNEL AND EQUIPMENT**
- ARTICLE 11. SUSPENSION OF WORK**
- ARTICLE 12. DISPUTES**
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY**
- ARTICLE 15. WAIVER OF BREACH**
- ARTICLE 16. INDEPENDENT CONTRACTOR**
- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR**
- ARTICLE 18. INDEMNIFICATION**
- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**
- ARTICLE 20. INSURANCE**
- ARTICLE 21. PROHIBITED INTEREST**
- ARTICLE 22. SUBCONTRACTING**
- ARTICLE 23. ASSIGNABILITY**
- ARTICLE 24. ANTI-KICKBACK CLAUSE**
- ARTICLE 25. AUDITS AND INSPECTORS**
- ARTICLE 26. ACCOUNTING SYSTEM**
- ARTICLE 27. VERBAL AGREEMENT**
- ARTICLE 28. NOTICES**
- ARTICLE 29. JURISDICTION**
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 31. FORCE MAJEURE**
- ARTICLE 32. OPEN RECORDS ACT**
- ARTICLE 33. INVOICING AND PAYMENT**
- ARTICLE 34. TAXES**
- ARTICLE 35. PERMITS, LICENSES AND BONDS**
- ARTICLE 36. NON-APPROPRIATION**
- ARTICLE 37. WAGE CLAUSE**

Exhibits

- EXHIBIT A: GENERAL CONDITIONS**
- EXHIBIT B: SPECIAL CONDITIONS**
- EXHIBIT C: SCOPE OF WORK**
- EXHIBIT D: COMPENSATION**
- EXHIBIT E: PURCHASING FORMS**
- EXHIBIT F: CONTRACT COMPLIANCE FORMS**
- EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS**
- EXHIBIT H: PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)**

CONTRACT AGREEMENT

Contractor: **Maxair Mechanical, LLC**

Contract No.: **25ITB1393177C-JNJ, Testing & Repair of Backflow Devices**

Address: **814 Livingston Court**
City, State **Marietta, GA 30067**

Telephone: **7707149620**

Email: **james.carter@maxairmech.com**

Contact: **James Carter**
General Manager

This Agreement made and entered into effective the 1st day of January, 2026 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Maxair Mechanical, LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform required testing and repair of backflow prevention devices maintenance services on an as needed basis for Fulton County, 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 (non-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 (non-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 November 19, 2025 and 25-0877.

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 required testing and repair of backflow prevention devices maintenance services on an as needed basis for Fulton County. 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 January 2026], the starting date, and shall end absolutely and without

further obligation on the part of the county on the 31st day of December 2026. 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	01-01-2027	12-31-2027
2	12 months	01-01-2028	12-31-2028

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 \$200,000.00, (Two Hundred Thousand Dollars), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

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

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

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

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

extent allowed by law, the bankruptcy of Consultant/Contractor.

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

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

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

18.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. ANTI-KICKBACK CLAUSE

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

ARTICLE 25. AUDITS AND INSPECTORS

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

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

ARTICLE 26. ACCOUNTING SYSTEM

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

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

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:

Maxair Mechanical, LLC
814 Livingston Court, Marietta, GA 30067
Telephone: 7707149620
Email: james.carter@maxairmech.com
Attention: James Carter, General Manager

ARTICLE 29. JURISDICTION

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

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

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 31. FORCE MAJEURE

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

ARTICLE 32. OPEN RECORDS ACT

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

ARTICLE 33. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

Optional: [A narrative of one (1) page only, listing the scope of work/services billed for shall accompany each invoice.]

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 an 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

CONTRACTOR:

Maxair Mechanical, LLC

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

James Carter

James Carter
General Manager-Maxair Plumbing

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

David Lowman

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph Davis

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

ITEM#:	RM:
REGULAR MEETING	

ITEM#:	25-0877	2nd RM:	11/19/2025
SECOND REGULAR MEETING			

ADDENDA

N/A

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall furnish all materials, labor, tools, equipment, and appurtenances necessary to provide required testing and repair of backflow prevention devices maintenance services on "as needed" basis for Fulton County.

There are lists of locations indicating testing of various types of installed devices listed in Section 2 Bid Form, Part 1-Testing. Carry out testing of each device at those locations.

If a device is found defective during testing necessary, repair must be carried out and the device must be tested after repair.

Provide a report to each zone in Electronic format indicating all the details as shown in Section 2 Bid Form, Part 1-Testing, with a hard copy documenting the details of BFP installed and the test results.

Repair

Repair will be carried out based on parts and labor used for the repair, subject to conditions in Section – Experience and Qualifications, Repair.

Before carrying out any repair the bidder must submit an estimate to the Zonal Manager. The estimate shall indicate break down of cost, based on the labor charges quoted in Section 2 Bid Form, part 2- Repair and cost of spare parts to be used. Estimates which do not show break up of parts and labor will not be acceptable. Repair charges must include charges for testing and if necessary, re-testing the device.

If the cost of spare parts used includes an approved rate of mark-up then the original invoice from the manufacturer / supplier must be attached to the vendors invoice for the work.

The Zonal Manager reserves the right to accept or reject the estimate, and if the estimate is rejected alternate sources will be identified for completing the work.

System Impairment

Before starting work on any part of the contract, when awarded, the successful contractor must meet with the representative(s) of Department of Real Estate and Asset Management to discuss and agree upon a program for execution of the contract.

The successful contractor shall notify and coordinate with the appropriate County

Representative in each building before shutting off water connections to the facility, applicable water lines, systems, and/or fire suppression systems, etc.

Contractor must arrange for and obtain any necessary permits from local authorities if required, for working on the water supply system to a building.

Working Hours

For this contract the normal working hours will be 7:00 a.m. through 5 p.m. Monday through Friday, excluding Fulton County observed holidays. The successful contractor is required to respond to all emergency calls within four (4) hours of notification of calls.

EXPERIENCE AND QUALIFICATIONS

Testing

The person carrying out tests must have undergone a course of study (classroom training) recognized by the Environmental Protection Division of the Georgia Department of Natural Resources, and must have a valid certification from a tester certification program issued by any one of the following organizations:

- American Backflow Prevention Association
- American Society of Sanitary Engineering
- Georgia Water and Pollution Control Association
- University of Florida, TREEO Center
- University of Southern California, Foundation for CCC & HR

(Acceptable but not a state certification)

Repair

For repair of BFPs, the contractor must have a valid Master II Plumber's License issued by the State of Georgia. Additionally, the licensed plumber shall have taken and completed a course of study in the repair of backflow preventers.

In addition to the above certification requirements, the vendor must have at least 5 (five) years documented experience in each type of work mentioned above in the State of Georgia to qualify for award of that work.

Contractors shall submit documents to support certification and/or experience (i.e., letters of reference) requirements in each case mentioned above, to be considered for award.

Contractors shall submit details of similar work performed in the past, to include location, type of facility, contact name, telephone number, description of work and finished cost.

Maximum Repair Allowance

The successful contractor must identify any item where the cost of repair is equal to or greater than seven-five (75%) of the price of new item. Failure to adhere to the requirements of this program will be grounds for termination of the contract.

EXAMPLE:

New BFP = 2,000.00

Maximum Repair allowance on BFP = 1,500.00

Cost of repair of BFP = 1,700.00

ACTION: Recommend replacement of old BFP instead of repair.

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 \$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 the attached Bid Form.

25ITB1393177C-JNJ
Testing & Repair of Backflow Devices

Section 2
Bid Form

BID FORM

Submitted To: Fulton County Government

Submitted By: Maxair Mechanical, LLC

For: **25ITB1393177C-JNJ, Testing & Repair of Backflow Devices**

Submitted on September 3, 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 contact 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 (Add totals for all (3) three zones and per hour labor in line item #185, and the Totals are to be entered in Base Bid Amount in Line #186)

\$ 13,681.00

(Dollar Amount In Numbers)

Thirteen-Thousand Six-Hundred Eighty-One Dollars and .00 Cents

(Dollar Amount in Words)

Part 1- Testing

PRICING FORM CENTRAL ZONE

25ITB1393177C-JNJ
Testing & Repair of Backflow DevicesSection 2
Bid Form

9.	P1-6130120001	B6130112	Central	Stairway off Mitchell (Fire Pump Room)	Not Approved	6"	AMES	\$ 75.00	\$ 80.00	\$ 85.00
Government Center - Atrium Building 141 Pryor St., SW, Atlanta, GA 30303										
10.	P1-6130620001	B613062	Central	Mech Room G- 155	DCDA	6"	Ames	\$ 75.00	\$ 80.00	\$ 85.00
Government Center - Midrise Building, 141 Pryor St., SW, Atlanta, GA 30303										
11.	P1-6130220001	B613022	Central	Chiller Room	RPZ	3"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
12.	P1-6130220002	B613022	Central	Fire Stainwell	DCDA	6"	Ames	\$ 75.00	\$ 80.00	\$ 85.00
13.	P1-6130220004	B613022	Central	Mech. Rm G- 028	DCDA	6"	Ames	\$ 75.00	\$ 80.00	\$ 85.00
Government Center - Public Safety Building 130 Peachtree St., SW, Atlanta, GA 30303										
14.	P1-6130420001	B613042	Central	G-155	Not Approved	AMES	\$ 75.00	\$ 80.00	\$ 85.00	
Government Center - Tower Building 141 Pryor St., SW, Atlanta, GA 30303										
15.	P1-6130520001	B613052	Central	FIRE PUMP ROOM	DCVA	6"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
16.	P1-6130520002	B613052	Central	Pump room/Pond	DCVA	2"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
17.	P1-6130520003	B613052	Central	Water Fntn-1st floor	DCVA	3/4"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
Helene S. Mills Senior Multipurpose Facility 515 John Wesley Dobbs Ave., Atlanta, GA 30312										
18.	P1-3740120001	B374012	North	Mech. Room	DCVA	2"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
19.	P1-3740120002	B374012	North	Mech. Rm.	DCVA	2"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
20.	P1-3740120003	B374012	North	Mech. Rm.	DCDA	4"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
21.	P1-3740120005	B374012	North	Mechanical Room	DCVA	3/4"	Watts	\$ 75.00	\$ 80.00	\$ 85.00

25ITB1393177C-JNJ
Testing & Repair of Backflow DevicesSection 2
Bid Form

				Basement	DCVA	2"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
35.	P1-8520120001	B852012	Central							
	Office of The Public Defender									
36.	137 Peachtree St., SW, Atlanta, GA 30303									
	P1-8520120001	B852012	Central	Basement	DCVA	2"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
	Metropolitan Library									
37.	1332 Metropolitan Pkwy SW, Atlanta, GA 30310									
	P1-2350130001	B423032	Central	Mech. Rm	2-1/2"			\$ 75.00	\$ 80.00	\$ 85.00
	Southeast Library									
38.	1463 Pryor Rd SW, Atlanta, GA 30315									
	P1-2350130001	B423034	South	Mech. Rm	2-1/2"			\$ 75.00	\$ 80.00	\$ 85.00
	West End Library									
39.	525 Peeples St. SW, Atlanta, GA 30310									
	P1-4520130001	B452013	South	Front Yard	2"			\$ 75.00	\$ 80.00	\$ 85.00
40.	P1-4520130001	B452013	South	Closest	4"			\$ 75.00	\$ 80.00	\$ 85.00
41.	TOTAL CENTRAL ZONE COST (LINES 1 – 40)							<u>\$ 3,000.00</u>	<u>\$ 3,200.00</u>	<u>\$ 3,400.00</u>

End of Central Zone

NORTH ZONE

Building Name	Assembly Number	Bldg Number	Zone	Location Of Device	Type Of BFP	Size	Manufacturer	Price for Testing (1 st Renewal)	Price for Testing (2 nd Renewal)
Airport - FAA, Fire Department 3977 Aviation Cir., Atlanta, GA 30336									
42.	P1-6060220001	B606022	North	Mech. Rm.	RPZ	2"	Febco	\$ 75.00	\$ 80.00
Airport - Maintenance Round Building 3920 Airway Dr., Atlanta, GA 30336									
43.	P1-6062120001	B606212	North						
44.	P1-4350110002	B435011	North	Fire Vault	DCDA	6"	Watts	\$ 75.00	\$ 80.00
45.	P1-4350110003	B435011	North	Vault	DCVA	3/4"	Watts	\$ 75.00	\$ 80.00
46.	P1-805012	B805012	North			2"		\$ 75.00	\$ 80.00
47.	P1-4420120001	B442012	North			3/4"		\$ 75.00	\$ 80.00
48.	P1-3190120001	B319012	North	Mech Rm.		2"		\$ 75.00	\$ 80.00
Buckhead Library 269 Buckhead Ave NE, Atlanta, GA 30305									
49.	P1-4310120001	B431012	North	Sprinkler Rm.		2"		\$ 75.00	\$ 80.00
50.	P1-4310120002	B431012	North	Sprinkler Rm.		4"		\$ 75.00	\$ 80.00
Central Maintenance Facility 895 Marietta Blvd., Atlanta, GA 30318									
51.	P1-5010220001	B501022	North	Front Lawn		2"			

25ITB1393177C-JNJ
Testing & Repair of Backflow Devices

Section 2 Bid Form

52.	P1-5010220002	B501022	North	Vault	DCDA	10"		\$ 75.00	\$ 80.00	\$ 85.00
53.	P1-5010220003	B501022	North	Vault	DCVA	3/4"		\$ 75.00	\$ 80.00	\$ 85.00
54.	P1-4490120001	B449012	North	Electrical Room	RP	2"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
55.	P1-4060120001	B406012	North	Outside, on the street	DCVA	2"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
Dogwood Neighborhood Senior Center 1953 Bankhead Hwy., NW, Atlanta, 30318										
56.	P1-3600120002	B360012	North	In vault, front side of building	DCVA	3/4"	Wilkins	\$ 75.00	\$ 80.00	\$ 85.00
57.	P1-3600120004	B360012	North	Fire Vault	DCDA	3/4"	Wilkins	\$ 75.00	\$ 80.00	\$ 85.00
58.	P1-3600120005	B360012	North	Meter box	DCVA	1-1/2"	Febco	\$ 75.00	\$ 80.00	\$ 85.00
59.	P1-3600120006	B360012	North	Pool Pump Rm.	RPZ	1"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
60.	P1-3600220003	B360012	North	Fire Vault	DCVA	8"	Wilkins	\$ 75.00	\$ 80.00	\$ 85.00
Dorothy C. Benson Senior Multipurpose Complex 6500 Vernon Woods Dr., Sandy Springs, GA 30328										
61.	P1-3600220001	B360022	North	In vault, front side of building	DCVA	3"	Wilkins	\$ 75.00	\$ 80.00	\$ 85.00
62.	P1-1220110001	B122011	North	Meter Box		2"		\$ 75.00	\$ 80.00	\$ 85.00
63.	P1-1160120002	B116012	North	Hot box, front of building	RPZ	1"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00

25ITB1393177C-JNJ
Testing & Repair of Backflow DevicesSection 2
Bid Form

Fire Station #19, Charlie Brown Airport 3965 Aero Dr., Atlanta, GA 30336						
64.	P1-1190120001	B119012	North	Ceiling	RPZ	3"
65.	P1-1190120002	B119012	North	Mech.Rm.	RPZ	1-1/2"
66.	P1-1190120003	B119012	North	Mech.Rm.		1-1/4"
DREAM Electronics Division, Bldg. A, 3929 Aviation Cir. Bldg. A Atlanta, GA 30336						
67.	P1-6030120001	B603012	North	Front Lawn		2-1/2"
68.	P1-6030120002	B603012	North	Mech.Rm.		3/4"
Harriett G. Darnell Senior Multipurpose Facility 677 Fairburn Rd. NW, Atlanta, GA 30331						
69.	P1-3700130001	B370013	North	,Vault	DCVA	3"
70.	P1-3700130002	B370013	North	Vault	DCVA	6"
71.	P1-3700130003	B370013	North	Vault	DCVA	1-1/2"
72.	P1-3700130004	B370013	North	Mechanical Room	DCVA	1"
73.	P1-3700130005	B370013	North	Pool Pump Room	DCVA	2"
Kirkwood Library 11 Kirkwood Rd., Atlanta, GA 30317						
74.	P1-4530120001	B453012	North	Front Lawn		2"
75.	P1-4530120002	B453012	North	Mech.Rm.		4"
76.	P1-4530120003	B453012	North	Front Lawn		1-1/2"
77.	P1-4530120004	B453012	North	Mech. Rm.		3/4"

Section 2 Bid Form

New Horizons Neighborhood Senior Center 745 Orr St., NW, Atlanta, GA 30314						
78.	P1-8910120001	B891012	North	Mech. Rm.	2"	\$ 75.00 \$ 80.00 \$ 85.00
79.	P1-3330110001	B333011	North	Front Lawn	DCVA 1 1/2"	\$ 75.00 \$ 80.00 \$ 85.00
					Watts	
80.	P1-601010001	B601011	North	Meter Box	2"	\$ 75.00 \$ 80.00 \$ 85.00
81.	P1-601010002	B601011	North	Outside Fence	1-1/2"	\$ 75.00 \$ 80.00 \$ 85.00
82.	P1-4280120001	B428012	North	In Vault in front of building	DCVA 3"	WATTS \$ 75.00 \$ 80.00 \$ 85.00
83.	P1-4280120002	B428012	North	In Vault in front of building	DCDA 6"	WATTS \$ 75.00 \$ 80.00 \$ 85.00
84.	P1-4280120003	B428012	North	Vault	DCVA 3/4"	Watts \$ 75.00 \$ 80.00 \$ 85.00
85.	P1-4280120004	B428012	North	meter box	DCVA 2"	Febco \$ 75.00 \$ 80.00 \$ 85.00
86.	P1-4280120005	B428012	North	Mech Rm, Basement	RP 1"	WATTS \$ 75.00 \$ 80.00 \$ 85.00
87.	P1-4300120001	B430012	North	Mech.Rm.	DCVA 2"	\$ 75.00 \$ 80.00 \$ 85.00

25ITB1393177C-JNJ
Testing & Repair of Backflow DevicesSection 2
Bid Form

88.	P1-4300120002	B430012	North	Mech. Rm.	6"		\$ 75.00	\$ 80.00	\$ 85.00
Dr. Robert E. Fulton Regional Library at Oceee, 5090 Abbotts Bridge Rd. Alpharetta GA 30005									
89.	P1-4550120001	B455012	North		8"		\$ 75.00	\$ 80.00	\$ 85.00
90.	P1-4550120002	B455012	North		1/2"		\$ 75.00	\$ 80.00	\$ 85.00
91.	P1-4550120003	B455012	North		2"		\$ 75.00	\$ 80.00	\$ 85.00
92.	P1-4550120004	B455012	North		2"		\$ 75.00	\$ 80.00	\$ 85.00
Ponce De Leon Library									
980 Ponce De Leon Ave., Atlanta, GA 30306									
93.	P1-4330120001	B433012	North	Mech. Rm.	2-1/2"		\$ 75.00	\$ 80.00	\$ 85.00
94.	P1-4330120002	B433012	North	Mech. Rm.	4"		\$ 75.00	\$ 80.00	\$ 85.00
Roswell Library									
115 Norcross St., Roswell, GA 30075									
95.	P1-4360110001	B436011	North	Vault	2-1/2"		\$ 75.00	\$ 80.00	\$ 85.00
96.	P1-4360110002	B436011	North	Mech. Rm.	RPZ	1-1/2"	Watts	\$ 75.00	\$ 80.00
97.	P1-4360110003	B436011	North	Vault	DCDA	6"	Willkins	\$ 75.00	\$ 80.00
98.	P1-4360110004	B436011	North	Vault	DCVA	3/4"		\$ 75.00	\$ 80.00
99.	P1-4360110005	B436011	North	Mens Restroom		3/4"		\$ 75.00	\$ 80.00
Roswell Neighborhood Senior Center									
1250 Warsaw Rd., Roswell, GA 30076									
100.	P1-8100130001	B810013	North	Vault	DCDA	4"		\$ 75.00	\$ 80.00

101.	P1-4500130001	B450013	North	Conference Rm.	1"	\$ 75.00	\$ 80.00	\$ 85.00
102.	P1-4500130002	B450013	North	Conference Rm.	4"	\$ 75.00	\$ 80.00	\$ 85.00
103.	P1-4500130003	B450013	North	Mech. Rm.	1-1/2"	\$ 75.00	\$ 80.00	\$ 85.00
Fulton County Aviation Center								
3900 Aviation Cir NW, Atlanta, GA 30336								
104.	P1-8690130001	B869016	North	Mech. Rm	RP	2-1/2"	\$ 75.00	\$ 80.00
North West Library								
2489 Perry Blvd NW, Atlanta, GA 30318								
105.	P1-2350130001	B442032	North	Mech. Rm	2-1/2"	\$ 75.00	\$ 80.00	\$ 85.00
East Roswell Library								
2301 Holcomb Bridge Rd, Roswell, GA 30076								
106.	P1-2350130001	B436021	North	Mech. Rm	2-1/2"	\$ 75.00	\$ 80.00	\$ 85.00
Alpharetta Library								
10 Park Plaza, Alpharetta, GA 30009								
107.	P1-2350130001	B435011	North	Mech. Rm	2-1/2"	\$ 75.00	\$ 80.00	\$ 85.00
Milton Library 855 Mayfield Rd, Milton, GA 30009								
108.	P1-2350130001	B455022	North	Mech. Rm	2-1/2"	\$ 75.00	\$ 80.00	\$ 85.00
Water Resources								
11575 Maxwell Road, Alpharetta, GA 30009								
109.	P1-2350130001	B703061	North	Mech. Rm	2-1/2"	\$ 75.00	\$ 80.00	\$ 85.00

110.	TOTAL NORTH ZONE COST (LINES 42 - 109)	\$ 5,100.00	\$ 5,440.00	\$ 5,780.00
------	--	-------------	-------------	-------------

End of North Zone

SOUTH ZONE

Building Name	Assembly Number	Bldg Number	Zone	Location of Devices	Type Of BFP	Size	Manufacturer	Price for Testing	Price for Testing (1 st Renewal)	Price for Testing (2 nd Renewal)
4-H Kitchen and Mess Hall 4300 Herschel Rd., College Park, GA 30337										
111.	P1-8001330001	B800133	South					\$ 75.00	\$ 80.00	\$ 85.00
Adams Park Library 2231 Campbellton Rd., Atlanta, GA 30311										
112.	P1-4270130001	B427013	South	Mechanical Room	DCVA	2"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
113.	P1-4270130002	B427013	South	Front Yard	RPZ	1"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
Adamsville/Collier Heights Library 3424 M.L.K. Jr., Dr., Atlanta, GA 30331										
114.	P1-4340120001	B434012	South	Closet		2"		\$ 75.00	\$ 80.00	\$ 85.00
115.	P1-4340120002	B434012	South	Closet		4"		\$ 75.00	\$ 80.00	\$ 85.00
Camp Truitt Neighborhood Senior Center 4320 Herschel Rd., College Park, GA 30337										
116.	P1-8002430001	B800243	South	Front Yard		1-1/2"		\$ 75.00	\$ 80.00	\$ 85.00
117.	P1-8002430002	B800243	South	Mech. Rm.		3"		\$ 75.00	\$ 80.00	\$ 85.00
Central Training Center 425 Langhorne St., SW, Atlanta, GA 30310										
118.	P1-3420130001	B342013	South	Mech. Rm.		2"		\$ 75.00	\$ 80.00	\$ 85.00

Section 2 Bid Form

Extension Service Office						
1757 Washington Rd., East Point, GA 30344						
131.	P1-604013	B604013	South	Street	3/4"	\$ 75.00
						\$ 80.00
						\$ 85.00
Fairburn Hobgood-Palmer Library						
60 Valley View Dr., Fairburn, GA 30213						
132.	P1-414013	B414013	South	Mech. Rm.	1-1/2"	\$ 75.00
						\$ 80.00
						\$ 85.00
133.	P1-4140130001	B414013	South	Mech. Rm.	1-1/2"	\$ 75.00
						\$ 80.00
						\$ 85.00
H.J.C Bowden Senior Multipurpose Facility						
2885 Church St., East Point, GA 30344						
134.	P1-7100130001	B710013	South	In Vault	DCDA	6"
						WATTS
						\$ 75.00
						\$ 80.00
						\$ 85.00
135.	P1-7100130002	B710013	South	In Fire Vault	DC	3/4"
						Febco
						\$ 75.00
						\$ 80.00
						\$ 85.00
136.	P1-7100130003	B710013	South	Mech. Room Pool	RPZ	2"
						Watts
						\$ 75.00
						\$ 80.00
						\$ 85.00
137.	P1-7100130004	B710013	South	Mech.Rm.	DCVA	3"
						Febco
						\$ 75.00
						\$ 80.00
						\$ 85.00
Hapeville Library						
525 King Arnold St., Hapeville, GA 30354						
138.	P1-4120130001	B412013	South	Front Lawn	1-1/4"	\$ 75.00
						\$ 80.00
						\$ 85.00
Hapeville Senior Center						
527 King Arnold St., Hapeville, GA 30354						
139.	P1-3710130001	B371013	South	In Vault	DCVA	2 1/2"
						Watts
						\$ 75.00
						\$ 80.00
						\$ 85.00
140.	P1-3710130002	B371013	South	In Vault	DCVA	3/4"
						Watts
						\$ 75.00
						\$ 80.00
						\$ 85.00
141.	P1-3710130003	B371013	South	Hot Box in Vault	RPZA	1"
						Watts
						\$ 75.00
						\$ 80.00
						\$ 85.00
142.	P1-3710130004	B371013	South	In Vault	DCDA	8"
						Ames
						\$ 75.00
						\$ 80.00
						\$ 85.00

Palmetto Neighborhood Senior Center 510 Turner Ave., Palmetto, GA 30268						
143.	P1-8110130001	B811013	South	In Yard (Front Lawn)	DCVA	2"
144.	P1-8110130002	B811013	South	In Vault	DCDA	6"
145.	P1-8110130003	B811013	South	Vault	DCVA	3/4"
QLS Center for Senior Citizens 4001 Danforth Rd., SW, Atlanta, GA 30331						
146.	P1-8800120001	B880012	South	Mech.Rm.		1-1/2"
147.	P1-8800120002	B880012	South	HVAC Closet		3/4"
Wolf Creek Library 3100 Enon Rd SW, Atlanta, GA 30331						
148.	P1-2350130001	B454013	South	Mech.Rm.		2-1/2"
South Fulton Mental Health Center 1636 Connally Dr., East Point, GA 30344						
149.	P1-3010130001	B301013	South	Boiler Room	RPZA	2"
150.	P1-3010130002	B301013	South	Top parallel valve	RPZ	2"
151.	P1-3010130003	B301013	South	Mechanical Room	RPZ	0.75"
152.	P1-3010130004	B301013	South	Mech.Room	DC	1-1/2"
South Fulton Multipurpose Center 4255 Will Lee Rd., College Park, GA 30349						
153.	P1-2510130001	B251013	South	Pool Mech. Room	RPZ	1"
154.	P1-2510130002	B251013	South	Pool Mech. Room	RPZ	3"
155.	P1-2510130003	B251013	South	Mech.Room Pool	RPZ	2 1/2""
156.	P1-2510130004	B251013	South	Mech.Room,	RPZ	2"

							Section 2		
							Bid Form		
							75.00	80.00	85.00
South Fulton Regional Library 4055 Flat Shoals Rd., SW, Union City, GA 30291									
157.	P1-480130001	B448013	South	Mech. Room Outside	RPZ	2"	Watts	\$ 75.00	\$ 80.00
South Fulton Service Center 5600 Stonewall Tell Rd., College Park, GA 30349									
158.	P1-6020130001	B602013	South	At Street		1"		\$ 75.00	\$ 80.00
159.	P1-6020130002	B602013	South	Vault		6"		\$ 75.00	\$ 80.00
160.	P1-6020130003	B602013	South	Mech. Rm.		3/4"		\$ 75.00	\$ 80.00
161.	P1-6020130004	B602013	South	Next to bldg.		1-1/2"		\$ 75.00	\$ 80.00
South Training Center 2605 Fairburn Rd., SW, Atlanta, GA 30331									
162.	P1-3080330001	B308033	South	Mech. Rm.		2-1/2"		\$ 75.00	\$ 80.00
163.	P1-3080330002	B308033	South	Mech. Rm.		1-1/2"		\$ 75.00	\$ 80.00
164.	P1-3080330003	B308033	South	Janitors Room		3/4"		\$ 75.00	\$ 80.00
Southeast Neighborhood Senior Center 1650 New Town Cir., Atlanta, GA 30315									
165.	P1-3730120005	B373013	South	Mech. Rm.	DCVA	1"	Watts	\$ 75.00	\$ 80.00
166.	P1-3730130001	B373013	South	In Vault	DCVA	2"	WATTS	\$ 75.00	\$ 80.00
167.	P1-3730130002	B373013	South	In Vault	DCDA	6"	Ames	\$ 75.00	\$ 80.00
168.	P1-3730130003	B373013	South	In Vault	RPZ	1 1/2"	WATTS	\$ 75.00	\$ 80.00
169.	P1-3730130004	B373013	South	Vault, Right of Entrance	DCV	3/4"	Ames	\$ 75.00	\$ 80.00
Southwest Arts Center 915 New Hope Rd., SW, Atlanta, GA 30331									

25ITB1393177C-JNJ

Section 2 Bid Form

170.	P1-3800130001	B380013	South	In Yard	DCDA	8"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
171.	P1-3800130002	B380013	South	In Yard	DCVA	2"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
172.	P1-3800130003	B380013	South	In Yard	DCVA	1"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
Southwest Regional Library										
173.	P1-4400130001	B440013	South	Vault		2-1/2"		\$ 75.00	\$ 80.00	\$ 85.00
174.	P1-4400130002	B440013	South	Vault		8"		\$ 75.00	\$ 80.00	\$ 85.00
175.	P1-4400130003	B440013	South	Front Lawn	DCVA	2"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
176.	P1-4400130004	B440013	South	Storage Rm.		1"		\$ 75.00	\$ 80.00	\$ 85.00
New Senior Center (Facility Name is under review)										
2893 Lakewood Ave. S W, Atlanta, GA 30315										
177.	P1-4230130001	B423013	South	Front Yard		1"		\$ 75.00	\$ 80.00	\$ 85.00
Palmetto Library										
9111 Cascade Palmetto Hwy, Palmetto, GA 30268										
178.	P1-2350130001	B414023	South	Mech Rm.		2-1/2"		\$ 75.00	\$ 80.00	\$ 85.00
4700 North Point Pkwy, Alpharetta, GA 30022										
179.	P1-3730120005	B602122	North	Mech. Rm.	DCVA	1"	Watts	\$ 75.00	\$ 80.00	\$ 85.00
180.	P1-3730130001	B602122	North	In Vault	DCVA	2"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
181.	P1-3730130002	B602122	North	In Vault	DCDA	6"	Ames	\$ 75.00	\$ 80.00	\$ 85.00
182.	P1-3730130003	B602122	North	In Vault	RPZ	1 1/2"	WATTS	\$ 75.00	\$ 80.00	\$ 85.00
183.	P1-3730130004	B602122	North	Vault, Right of Entrance	DCV	3/4"	Ames	\$ 75.00	\$ 80.00	\$ 85.00

25ITB1393177C-JNJ
Testing & Repair of Backflow DevicesSection 2
Bid Form

184.	TOTAL SOUTH ZONE (LINES 111 - 183)				5,475.00	5,840.00	6,205.00

Note: If the County dispossesses any of the buildings listed above, the devices listed in those buildings will be deleted from the scope of work.

End of South Zone

Part 2: Repair

Repair will be allowed based on 'time plus material'. Any mark up on parts cost will be considered only if the price is supported by invoice from original supplier/manufacturer.

Please indicate the cost of labor that will be applicable for carrying out the repair work. Labor charges indicated here shall be used for submitting the estimate for any repair work. Labor charges shall take in to account any charges to be incurred for testing the device after repairs.

185. Labor charges for repairing the backflow device: \$ 106.00 per hour.

186. Add all Three (3) Zones: Central, North & South (line items #1 through #183) and Labor Charges (line item #185) for Total Base Bid Amount:

\$ 13,681.00 / Thirteen-Thousand Six-Hundred Eighty-One Dollars and .00 Cents
(in dollars) (in words)

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 # _____ DATED _____

BIDDER: Maxair Mechanical, LLC

Signed by: Justin Gary
[Type or Print Name]

Title: President

Business Address: 814 Livingston Court

Marietta Ga. 30067

Business Phone: 770-714-9620

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

Justin Gary

Mark Loder

Address

814 Livingston Court Marietta Ga. 30067

814 Livingston Court Marietta Ga. 30067

END OF SECTION

EXHIBIT E

PURCHASING FORMS

25ITB1393177C-JNJ
 Testing & Repair of Backflow Devices

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] Maxair Mechanical, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², 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. 366543

EEV/Basic Pilot Program* User Identification Number

Maxair Mechanical, LLC

BY: Authorized Officer of Agent
 (Insert Contractor Name)

Account Executive

Title of Authorized Officer or Agent of Contractor

Mike Stephens

Mike Stephens

8/25/2025

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25th day of August, 2025.

Notary Public: zahho f

County: Cobb

Commission Expires: 11/15/26

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

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



STATE OF GEORGIA**COUNTY OF FULTON****FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] _____ behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

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 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.

Justin Gary/President 814 Livingston Court Marietta Ga. 30067

Mark Loder/CFO 814 Livingston Court Marietta Ga. 30067

James Carter/General Manager 814 Livingston Court Marietta Ga. 30067

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.

Maxair Mechanical, LLC has been in business since 1988. Maxair started its plumbing division in 2016. Since then it has grown to 29 employees to include 21 plumbers and 8 office personnel.

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.

None.

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.

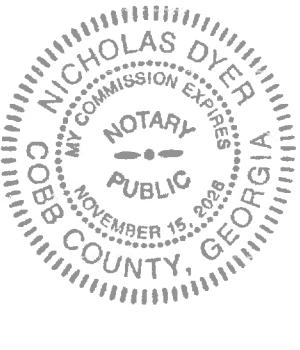
[SIGNATURES ON NEXT PAGE]

25ITB1393177C-JNJ
Testing & Repair of Backflow Devices

Section 6
Purchasing Forms & Instructions

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

On this 25th day of August, 2025



Mike Stephens 8/25/2025
(Legal Name of Proponent) (Date)

Mike Stephens 8/25/2025
(Signature of Authorized Representative) (Date)

Account Executive
(Title)

Sworn to and subscribed before me,

This 25th day of August, 2025

Mike Stephens 11/15/26
(Notary Public) (Seal)

Commission Expires 11/15/26
(Date)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: Maxair Mechanical, LLC

General Contractor's License Number: 00085462

Expiration Date of License: 12/31/25

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

Signed: Mike Stephens

Date: 8/22/2025

(ATTACH COPY OF LICENSE)

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 9948443 1521000

NUMBER 00085462

MAXAIR MECHANICAL LLC
824 LIVINGSTON CT
MARIETTA GA 30067-8940

FOR YEAR 2025
EXPIRATION DATE 12/31/25
BEGIN OPERATION DATE 1/01/24

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

OWNER MAXAIR MECHANICAL LLC

DESCRIPTION OF SIC CODE

GENERAL CONTRACTORS

\$ 7083.00

CLASS 2E

BUSINESS ADDRESS:
824 LIVINGSTON CT
MARIETTA GA 30067-8940

TAX \$ 7083.00

PENALTY \$.00

TOTAL \$ 7083.00

DATE PAID 2/05/25

SIGNED

A handwritten signature in black ink that reads "Kimberly Robinson".

Kimberly Robinson

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Maxair Mechanical, LLC

Performing work as: Prime Contractor X Sub-Contractor _____

Professional License Type: Master Plumber

Professional License Number: MP210773

Expiration Date of License: 11/30/2026

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

Signed: Mike Stephens

Date: 8/22/2025

(ATTACH COPY OF LICENSE)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. MP210773

Justin Martin Gary

4855 Lansbury Drive
Atlanta GA 30342

Master Plumber - Non-Restricted

EXP DATE - 11/30/2026 Status: Active
Issue Date: 11/20/2020

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

Justin Martin Gary
4855 Lansbury Drive
Atlanta GA 30342



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. MP210773

Justin Martin Gary

4855 Lansbury Drive
Atlanta GA 30342

Master Plumber - Non-Restricted

EXP DATE - 11/30/2026 Status: Active
Issue Date: 11/20/2020

Employee Name	Plumbing License #	Expiration Date	Years of Experience as Licensed Plumber	Backflow Preventer Tester (BPT) Certificate #	Expiration Date	Years of Experience as Certified BPT
Jimmy Kennedy	MP207847	11/30/2025	30	36776	1/31/27	30
Robert Smith	JP507260	11/30/2025	4	47305	1/31/27	4
Jerrard Reason	JP507257	11/30/2025	4	44859	1/31/26	4
Caleb Ashbaugh	JP507207	11/30/2025	6	54745	12/31/25	1
Wesley Rhodes	MP210911	11/30/2025	10	BPAT-03528	3/31/2025	10
Pierce Botkus				59851	4/30/2027	1
George Salinas				59715	3/31/2027	1

Vendors may attach an additional page if more lines are needed.



ASSE International

18927 Hickory Creek Drive, Suite 220
Mokena, Illinois 60448
Ph: 708.995.3019
www.asse-plumbing.org

George L. Salinas
1388 East Main St
Blue Ridge, GA 30513

Certification #: 59715

Congratulations on becoming ASSE Certified!

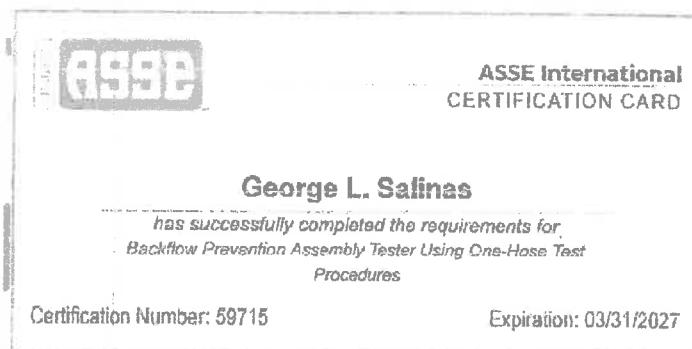
Attached is your ASSE certification card. Take careful notice of the expiration date on the card; you must renew your certification with ASSE International by that date.

Please note that being ASSE Certified does not mean that you are a member of ASSE International. However, if you are not currently a member, we strongly encourage you to join at www.assewebstore.com/membership.

As a member of ASSE International, you will belong to an organization represented by all disciplines of the plumbing and mechanical industries, including contractors, engineers, inspectors, journeymen, apprentices, manufacturers, etc. Together you'll form a platform to understand and solve industry problems relating to standards, codes, engineering, and business. Our mission is to continually improve the performance, reliability, and safety of plumbing and mechanical systems through our professional qualifications standards, professional certifications, product performance standards, and product listing programs. It is through the support and involvement of ASSE International members that we as an organization can continue to grow and promote the importance of our motto, "Prevention Rather Than Cure."

On a local level, members are able to attend their local chapter's monthly meetings, participate in chapter outings, serve on chapter boards, and receive local chapter publications. On a national level, members are eligible to participate in national committees, vote at Annual Meetings, and receive free subscriptions to ASSE International's publications -- Working Pressure magazine (www.workingpressuremag.com) and the ASSE International eNewsletter. Members are also entitled to one free ASSE International standard per year and discounts on publications published by ASSE.

Rates are half-price for the first year of new membership. If you would like to become a member today, or if you would like further information about ASSE International, please visit www.asse-plumbing.org or call (708) 995-3019.



Visit ASSE International's website to view your certification in the ASSE Certified Professionals list:
www.asse-plumbing.org/certified

GEORGIA STATEWIDE BACKFLOW PREVENTION ASSEMBLY TESTER CERTIFICATION PROGRAM



On behalf of the Georgia Environmental Protection Division,
the Georgia Association of Water Professionals does hereby affirm that

Wesley E. Rhodes

Having given satisfactory evidence of the necessary qualifications as required by the Georgia Statewide Backflow Prevention Assembly Tester Certification Program, has been duly certified as a

Backflow Prevention Assembly Tester

Certification No. BPAT-03528

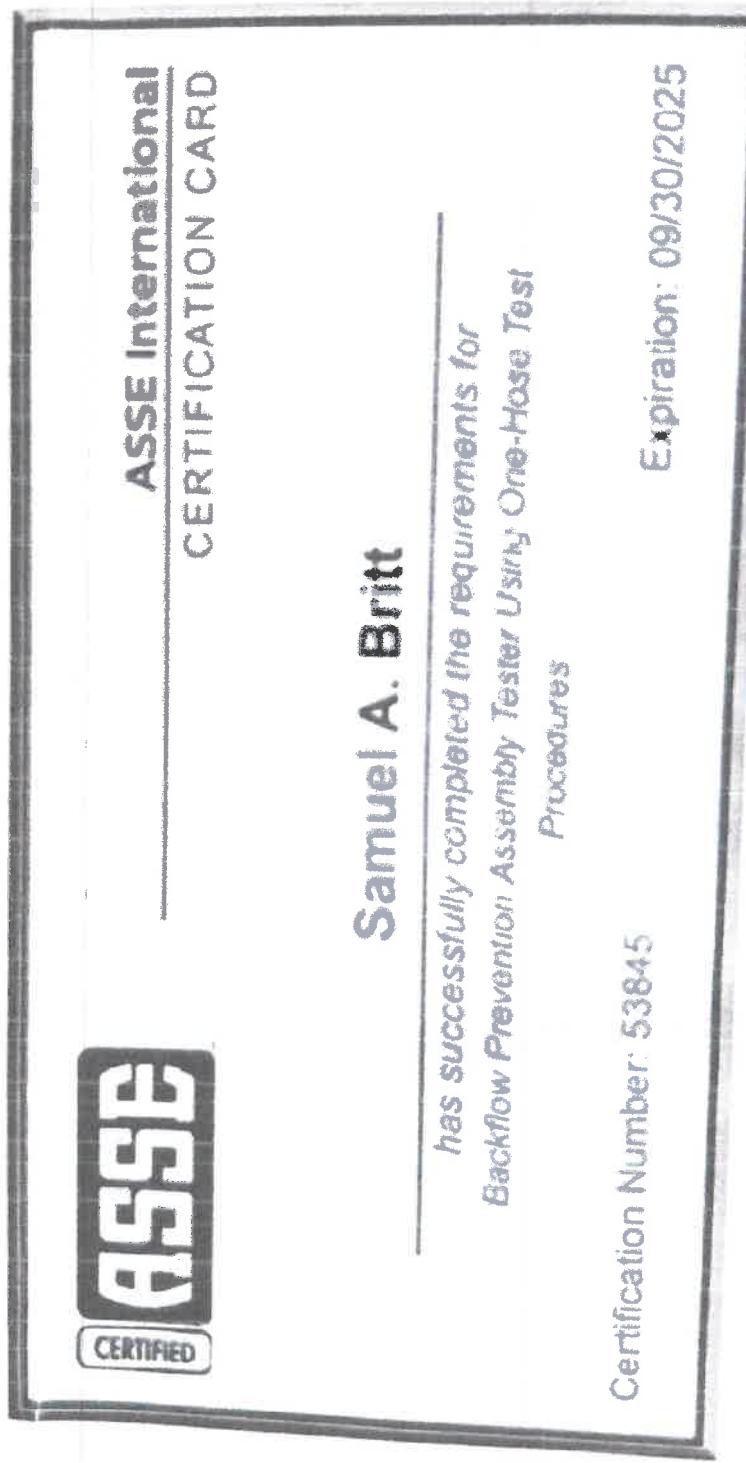
Expiration Date: 3/31/2028

A handwritten signature in black ink that reads "James G. Poff".

James G. Poff
GAWP Certification Programs Manager

vote at Annual Meetings, and receive free subscriptions to the ASSE International eNews magazine (www.workingpressuremag.com) and the ASSE International eNews & ASSE International standard per year and discounts on publications published

the first year of new membership. If you would like to become a member to about ASSE International, please visit www.asse-plumbing.org or call (708) 99



ernational's website to view your certification in the ASSE Certified Profess
www.asse-plumbing.org/certified

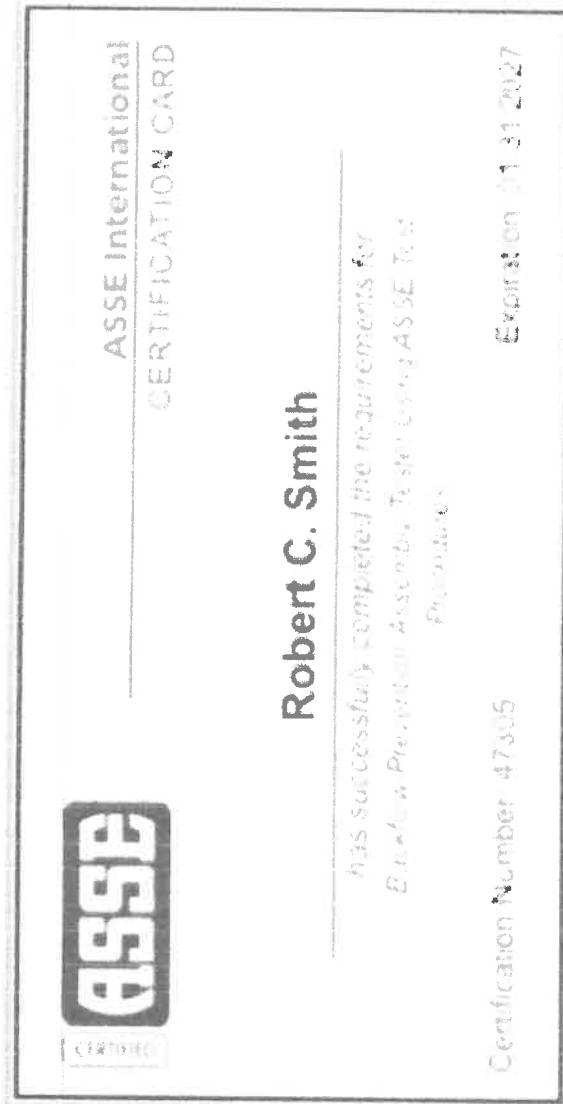
ASST International

ASSE
ASSE



ASSE (C) 2007, 2008, 2009

Jeffrey R. Fossen, C.P.E.



ASSE International



hereby certifies that

Pierce I. Botkus

has successfully completed the course of instruction conducted by the United Association of Journeymen
and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and passed
the requirements of ASSE International for Backflow Prevention Assembly Tester
on the 13th day of April, 2024



ASSE International
Certification Number: 1234567890
Dated: April 13, 2024



ASSE International

18927 Hickory Creek Drive, Suite 220
Mokena, Illinois 60448
Ph: 708.995.3019
www.asse-plumbing.org

Jimmy E. Kennedy
310 Industrial Blvd
Villa Rica, GA 30180

Certification #: 36776

Congratulations on becoming ASSE Certified!

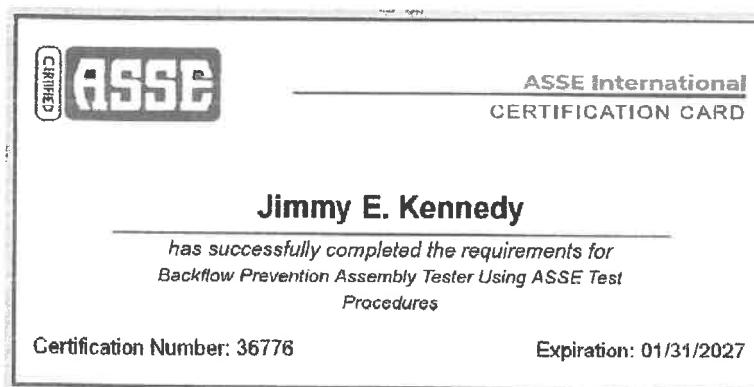
Attached is your ASSE certification card. Take careful notice of the expiration date on the card; you must renew your certification with ASSE International by that date.

Please note that being ASSE Certified does not mean that you are a member of ASSE International. However, if you are not currently a member, we strongly encourage you to join at www.assewebstore.com/membership.

As a member of ASSE International, you will belong to an organization represented by all disciplines of the plumbing and mechanical industries, including contractors, engineers, inspectors, journeymen, apprentices, manufacturers, etc. Together you'll form a platform to understand and solve industry problems relating to standards, codes, engineering, and business. Our mission is to continually improve the performance, reliability, and safety of plumbing and mechanical systems through our professional qualifications standards, professional certifications, product performance standards, and product listing programs. It is through the support and involvement of ASSE International members that we as an organization can continue to grow and promote the importance of our motto, "Prevention Rather Than Cure."

On a local level, members are able to attend their local chapter's monthly meetings, participate in chapter outings, serve on chapter boards, and receive local chapter publications. On a national level, members are eligible to participate in national committees, vote at Annual Meetings, and receive free subscriptions to ASSE International's publications – Working Pressure magazine (www.workingpressuremag.com) and the ASSE International eNewsletter. Members are also entitled to one free ASSE International standard per year and discounts on publications published by ASSE.

Rates are half-price for the first year of new membership. If you would like to become a member today, or if you would like further information about ASSE International, please visit www.asse-plumbing.org or call (708) 995-3019.



Visit ASSE International's website to view your certification in the ASSE Certified Professionals list:
www.asse-plumbing.org/certified

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Mike Stephens),
Name

Account Executive

Maxair Mechanical, LLC

Title

Company Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Mike Stephens TITLE: Account Executive

SIGNATURE: Mike Stephens

ADDRESS: 814 Livingston Court Marietta Ga. 30067

25ITB1393177C~JNJ
Testing & Repair of Backflow Devices

Section 7
Contract Compliance Requirements

PHONE NUMBER: 770-714-9620 **EMAIL:** mstephens@maxairmech.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 Maxair Mechanical, LLC

ITB/RFP Name & Number: 25ITB1393177C-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:

\$ 100 ————— 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.)	N/A	(b.)	N/A
% 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: (\$) 0.00

Total Percentage of Certified Subcontractors: (%) 0.00

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: Mike Stephens

Title: Account Executive

Business or Corporate Name: Maxair Mechanical, LLC

Address: 814 Livingston Court Marietta Ga. 30067

Telephone: (770-714-9620)

Fax Number: ()

Email Address: mstephens@maxairmech.com

**EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

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

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICE(S), IF AWARDED ARE LISTED BELOW

EXHIBIT C
FORM SUBCONTRACTOR

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

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

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).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: Maxair Mechanical, LLC SIGNATURE: *Mike Stephens*

NAME: Mike Stephens TITLE: Account Executive

DATE: 8/22/2025

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

N/A



CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

11/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS 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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Greenwich Insurance Company	22322
	INSURER B : XL Insurance America, Inc.	24554
	INSURER C : Allied World National Assurance Company	10690
	INSURER D : Zurich American Insurance Company	16535
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 22653802

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE								
A	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Y	RGD300147506	4/1/2025	4/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)								
								\$ 1,000,000								
								MED EXP (Any one person)								
								\$ 10,000								
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY								
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							\$ 1,000,000								
	OTHER:							GENERAL AGGREGATE								
								\$ 4,000,000								
A	PRODUCTS - COMP/OP AGG							\$ 4,000,000								
								\$								
	AUTOMOBILE LIABILITY			Y	RAD943796406	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)								
	ANY AUTO OWNED AUTOS ONLY							\$ 5,000,000								
	HIRED AUTOS ONLY							BODILY INJURY (Per person)								
	SCHEDULED AUTOS							\$ XXXXXXXX								
	NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident)								
								\$ XXXXXXXX								
C	EXCESS LIAB		X	N	0313-7473	4/1/2025	4/1/2026	PROPERTY DAMAGE (Per accident)								
	CLAIMS-MADE							\$ XXXXXXXX								
	DED RETENTION \$							EACH OCCURRENCE								
								\$ 5,000,000								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N N	N/A	RWD300147606 STOP GAP: ND, OH, WA, WY	4/1/2025	4/1/2026	AGGREGATE							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?								\$ 5,000,000							
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								\$ XXXXXXXX							
									E.L. EACH ACCIDENT							
									\$ 1,000,000							
D	E.L. DISEASE - EA EMPLOYEE								\$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT								\$ 1,000,000							
PROF LIAB POLL LIAB			N	N	EOC 5833423-13	4/1/2025	4/1/2026	\$10,000,000 OCC \$10,000,000 AGG								

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

ADDITIONAL INSURED STATUS (IF SPECIFIED HEREIN) DOES NOT EXTEND TO PROFESSIONAL LIABILITY COVERAGE. RE: FULTON COUNTY GOVERNMENT ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

22653802

FULTON COUNTY GOVERNMENT
ATTN: PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W. SUITE 1168
ATLANTA GA 30303-3459

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

AUTHORIZED REPRESENTATIVE

TATIVE
John M. Agnelli

POLICY NUMBER: RGD300147506

COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.

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

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

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

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

However:

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

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

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

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

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

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

- 1.** Required by the contract or agreement; or

- 2.** Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RGD300147506

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RAD943796406
ENDT EFF/EXP DATE: 4/1/2025 4/1/2026

XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

Certificate Of Completion

Envelope Id: 9DC7C2FC-1DB4-403C-A57C-39BFF7C7BBBB
 Subject: 25ITB1393177C-JNJ Testing & Repair of Backflow Devices Contract
 Parcel ID:
 Employee Name:
 Source Envelope:
 Document Pages: 92
 Certificate Pages: 6
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Jakeiah Johnson
 141 Pryor Street
 Purchasing & Contract Compliance, Suite 1168
 Atlanta, GA 30303
 jakeiah.johnson@fultoncountyga.gov
 IP Address: 134.231.232.249

Record Tracking

Status: Original	Holder: Jakeiah Johnson	Location: DocuSign
11/20/2025 12:08:08 PM	jakeiah.johnson@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events	Signature	Timestamp
James Carter james.carter@maxairmech.com General Manager Maxair Plumbing Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.0.62.35	Sent: 11/20/2025 12:22:31 PM Viewed: 11/20/2025 1:47:32 PM Signed: 11/24/2025 7:32:17 AM

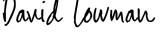
Electronic Record and Signature Disclosure:
 Accepted: 11/20/2025 1:47:32 PM
 ID: ffac45f2-072f-4a5a-969d-8754651106dc

Jakeiah Johnson jakeiah.johnson@fultoncountyga.gov APA Security Level: Email, Account Authentication (None)	Completed Using IP Address: 74.174.59.4	Sent: 11/24/2025 7:32:18 AM Viewed: 11/24/2025 10:07:31 AM Signed: 11/24/2025 10:07:36 AM
--	---	---

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Joseph Davis Joseph.Davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1702:7490:78e0:e5eb:b95d:ec52:4cea Signed using mobile	Sent: 11/24/2025 10:07:38 AM Viewed: 11/26/2025 1:15:08 AM Signed: 11/26/2025 1:15:19 AM
---	--	--

Electronic Record and Signature Disclosure:
 Accepted: 11/26/2025 1:15:08 AM
 ID: 5a8ce707-17b4-483e-a763-350c6baa0d3d

David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 11/26/2025 1:15:21 AM Viewed: 11/26/2025 8:43:29 AM Signed: 11/26/2025 8:48:26 AM
---	--	---

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 11/26/2025 8:43:29 AM ID: 453df7fc-6da8-4747-9f81-01be3a853423		
Nikki Peterson Nikki.Peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed	Sent: 11/26/2025 8:48:29 AM Viewed: 12/2/2025 3:24:08 PM Signed: 12/2/2025 3:25:20 PM Using IP Address: 74.174.59.10
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts Michael.OConnor@fultoncountyga.gov Fulton County Security Level: Email, Account Authentication (None)	<i>Robert L. Pitts</i>	Sent: 12/2/2025 3:25:22 PM Viewed: 12/2/2025 3:26:14 PM Signed: 12/2/2025 3:26:21 PM Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tonya Grier Tonya.Grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	<i>Tonya Grier</i> 	Sent: 12/2/2025 3:26:23 PM Viewed: 12/2/2025 3:27:14 PM Signed: 12/2/2025 3:27:29 PM Signature Adoption: Uploaded Signature Image Using IP Address: 104.129.206.129
Electronic Record and Signature Disclosure: Accepted: 10/27/2025 11:21:47 AM ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dian DeVaughn Dian.DeVaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/2/2025 3:27:32 PM Viewed: 12/3/2025 10:24:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Khandi Flowers khandi.flowers@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/2/2025 3:27:33 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mark Hawks mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/2/2025 3:27:34 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2025 12:22:31 PM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Envelope Updated	Security Checked	11/24/2025 10:07:18 AM
Certified Delivered	Security Checked	12/2/2025 3:27:14 PM
Signing Complete	Security Checked	12/2/2025 3:27:29 PM
Completed	Security Checked	12/2/2025 3:27:35 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.