



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**19ITB120622C-BKJ**

**TESTING AND REPAIR OF BACKFLOW DEVICES**

**For**

**DEPARTMENT OF REAL ESTATE AND 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 (NOT APPLICABLE)**

## **CONTRACT AGREEMENT**

Contractor: B&W Mechanical Contractors, Inc.

Contract No.: 19ITB120622C-BKJ

Address: 1940 Riverside Parkway  
City, State: Lawrenceville, GA 30043

Telephone: 770-441-5807

Email: [don.carroll@bwmech.com](mailto:don.carroll@bwmech.com)

Contact: Don Carroll  
Sales Manager

This Agreement made and entered into effective the 1st day of January, 2020 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **B&W MECHANICAL CONTRACTORS, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### **WITNESSETH**

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Testing and Repair of Backflow Devices, hereinafter, referred to as the "**Project**".

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

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

### **ARTICLE 1. CONTRACT DOCUMENTS**

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (not 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 20, 2019, BOC ITEM # 19-0971.**

#### 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 provide required testing and repair of backflow prevention devices and maintenance services on an "as needed" basis. 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 1<sup>st</sup> day of January 2020, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2020. 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 on the 1<sup>st</sup> day of January, 2021 and shall end no later than the 31<sup>st</sup> day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2022 and shall end no later than the 31<sup>st</sup> day of December, 2022. 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 \$61,390 (Sixty One Thousand Three Hundred Ninety and No Cents), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 11. SUSPENSION OF WORK**

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



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

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

#### ARTICLE 12. DISPUTES

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

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

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

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

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

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

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

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

#### ARTICLE 15. **WAIVER OF BREACH**

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

## ARTICLE 16. INDEPENDENT CONTRACTOR

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

## ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

## ARTICLE 18. INDEMNIFICATION

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

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

regulations.

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

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

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

**18.4 Separate Counsel.**

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

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

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

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

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

#### ARTICLE 20. **INSURANCE**

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

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

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

## ARTICLE 25. AUDITS AND INSPECTORS

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

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

## ARTICLE 26. ACCOUNTING SYSTEM

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

## ARTICLE 27. VERBAL AGREEMENT

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

## ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
141 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-612-5900  
Email: [Joseph.Davis@fultoncountyga.gov](mailto:Joseph.Davis@fultoncountyga.gov)  
Attention: Joseph Davis

### **With a copy to:**

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

Notices to Contractor shall be addressed as follows:

B&W Mechanical Contractors, Inc.  
1940 Riverside Parkway  
Lawrenceville, GA 30043  
Telephone: 770-441-5807  
Email: [don.carroll@bwmech.com](mailto:don.carroll@bwmech.com)  
Attention: Don Carroll

## 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](mailto:Accounts.Payable@fultoncountyga.gov)

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

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

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

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

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

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

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

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain

records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

#### ARTICLE 36. **NON-APPROPRIATION**

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

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

#### ARTICLE 37. **WAGE CLAUSE**

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

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

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**B&W MECHANICAL CONTRACTORS, INC.**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

\_\_\_\_\_  
Joseph Davis, Director  
Department of Real Estate and Asset  
Management

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# **ADDENDA**

**No Addenda were issued for this Project**

# **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

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The Contractor shall provide 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 vendor 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 in the event that the estimate is rejected alternate sources will be identified for completing the work.

For repairs of BFPs, the bidder 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.

### **System Impairment**

Before starting work on any part of the contract, when awarded, the successful bidder(s) 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 bidder 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.

**Testing**

The person carrying out tests must have undergone a course of study (class room 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)

**Maximum Repair Allowance**

The successful bidder 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.

**Working Hours**

For the purpose of 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 bidder is required to respond to all emergency calls within four (4) hours of notification of calls.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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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 \$61,390.00 (Sixty One Thousand Three Hundred Ninety and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: B&W Mechanical Contractors Inc

For: #19ITB120622C-BKJ, Testing and Repair of Backflow Devices

Submitted on 10/1/2019, 2019.

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

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

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

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

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

**BASE BID AMOUNT (Do not include any Bid Alternates)**

\$ 17,782.00

(Dollar Amount In Numbers)

Seventeen thousand seven hundred eight two dollars

(Dollar Amount In Words)



#19ITB120622C-BKJ  
Testing and Repair of Backflow Devices

Section 2  
Bid Form

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

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

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

## Part 1- Testing

## PRICING FORM

## CENTRAL ZONE

Building Name	Assembly Number	Building Number	Zone	Location Of Device	Type Of BFP	Size	Manufacturer	Price for Testing	Price for Testing (1 <sup>st</sup> Renewal)	Price for Testing (2 <sup>nd</sup> Renewal)
<b>Auburn Avenue Research Library</b> 101 Auburn Ave., Atlanta, GA 30303										
1.	P1-4510110001	B451011	Central	Mech Room, G.Floor	DCVA	2"	Watts	\$ 102	\$ 106	\$ 110
2.	P1-4510110002	B451011	Central	Mech Room, G.Floor	DCDA	8"	Ames	\$ 102	\$ 106	\$ 110
<b>Auburn Neighborhood Senior Center</b> 300 Edgewood Ave., NE, Atlanta, GA 30303										
3.	P1-7200120001	B720012	Central	Mech. Rm.		1-1/2"		\$ 130	\$ 135	\$ 141
<b>Central Library</b> 1 Margaret Mitchell Sq., Atlanta, GA 30303										
4.	P1-4000120001	B400012	Central	Utility room	RPZ	4"	Conbraco	\$ 90	\$ 94	\$ 97
5.	P1-4000120002	B400012	Central	Utility room	DCVA	2"	Conbraco	\$ 90	\$ 94	\$ 97
6.	P1-4000120003	B400012	Central	Mech. Rm.	DCVA	6"	Conbraco	\$ 90	\$ 94	\$ 97
7.	P1-4000120004	B400012	Central	Mech. Rm.	DCVA	1/2"	Conbraco	\$ 90	\$ 94	\$ 97

#19ITB120622C-BKJ  
Testing and Repair of Backflow Devices

Section 2  
Bid Form

<b>Charles L. Carnes Justice Center Building</b> 160 Pryor St., Atlanta, GA 30303										
8.	P1- 6000320001	B600032	Central	Parking Lot	DCVA	3"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Assembly Building</b> 141 Pryor St., SW, Atlanta, GA 30303										
9.	P1- 6130120001	B613012	Central	Stairway off Mitchell (Fire Pump Room)	Not Approved	6"	AMES	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Atrium Building</b> 141 Pryor St., SW, Atlanta, GA 30303										
10.	P1- 6130620001	B613062	Central	Mech Room G-155	DCDA	6"	Ames	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Midrise Building</b> 141 Pryor St., SW, Atlanta, GA 30303										
11.	P1- 6130220001	B613022	Central	Chiller Room	RPZ	3"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
12.	P1- 6130220002	B613022	Central	Fire Stairwell	DCDA	6"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
13.	P1- 6130220004	B613022	Central	Mech. Rm G-028	DCDA	6"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Government Center - Public Safety Building</b> 130 Peachtree St., SW, Atlanta, GA 30303										
14.	P1- 6130420001	B613042	Central	G-155	Not Approved		AMES	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Tower Building</b> 141 Pryor St., SW, Atlanta, GA 30303										
15.	P1- 6130520001	B613052	Central	FIRE PUMP ROOM	DCVA	6"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
16.	P1- 6130520002	B613052	Central	Pump room/Pond	DCVA	2"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

17.	P1- 6130520003	B613052	Central	Water Ftrn-1st floor	DCVA	3/4"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Helene S. Mills Senior Multipurpose Facility 515 John Wesley Dobbs Ave., Atlanta, GA 30312</b>										
18.	P1- 3740120001	B374012	Central	Mech. Room	DCVA	2"	WATTS	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
19.	P1- 3740120002	B374012	Central	Mech. Rm.	DCVA	2"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
20.	P1- 3740120003	B374012	Central	Mech. Rm.	DCDA	4"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
21.	P1- 3740120004	B374012	Central	Pool Pump Room	DCDA	6"	Febco	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
22.	P1- 3740120005	B374012	Central	Mechanical Room	DCVA	3/4"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
23.	P1- 3740120006	B374012	Central	next to vault	DCVA	1-1/2"	Wilkins	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
<b>Justice Tower - Justice Center Tower 185 Central Ave., Atlanta, GA 30303</b>										
24.	P1- 6000520001	B600052	Central	Fire Pump Room	DCDA	3/4"	WATTS	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
25.	P1- 6000520002	B600052	Central	Fire Pump Room	DCVA	10"	WATTS	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
26.	P1- 6000520003	B600052	Central	Judges Parking	RP	2"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
27.	P1- 6000520004	B600052	Central	Chiller Room	RP	4"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Juvenile Court Building (New Site)</b> <b>395 Pryor St., SW, Atlanta, GA 30312</b>										
28.	P1- 5060110001	B506011	Central	Vault	DCVA	6"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
29.	P1- 5060110002	B506011	Central	Vault	DCDA	8"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
30.	P1- 5060110003	B506011	Central	Box Inside Curb	RPZ	1-1/2"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>102</u>
<b>Medical Examiner's Facility</b> <b>430 Pryor St., SW, Atlanta, GA 30303</b>										
31.	P1- 8150130001	B815013	Central	Mech. Room	RPZ	2-1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
32.	P1- 8150130002	B815013	Central	Dark Room	RP	1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
33.	P1- 8150130003	B815013	Central	Mech. Room	DCVA	6"	Ames	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
34.	P1- 8150130004	B815013	Central	Next to Curb	RPZ	1-1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
35.	P1- 8150130005	B815013	Central	Autopsy Room	RP	1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Office of The Public Defender</b> <b>137 Peachtree St., SW, Atlanta, GA 30303</b>										
36.	P1- 8520120001	B852012	Central	Basement	DCVA	2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Metropolitan Library</b> <b>1332 Metropolitan Pkwy SW, Atlanta, GA 30310</b>										
37.	P1- 2350130001	B423032	Central	Mech. Rm.		2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>

#19ITB120622C-BKJ  
 Testing and Repair of Backflow Devices

Section 2  
 Bid Form

<b>Southeast Library</b> 1463 Pryor Rd SW, Atlanta, GA 30315										
38.	P1- 2350130001	B423034	South	Mech. Rm.		2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>West End Library</b> 525 Peoples St. SW, Atlanta, GA 30310										
39.	P1- 4520130001	B452013	South	Front Yard		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
40.	P1- 4520130002	B452013	South	Closet		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
41.	<b>TOTAL CENTRAL ZONE COST (LINES 1 - 40)</b>							\$ <u>4037</u>	\$ <u>4198</u>	\$ <u>4366</u>

End of Central Zone

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

## NORTH ZONE

Building Name	Assembly Number	Bldg Number	Zone	Location Of Device	Type Of BFP	Size	Manufacturer	Price for Testing	Price for Testing (1 <sup>st</sup> Renewal)	Price for Testing (2 <sup>nd</sup> Renewal)
<b>Airport - FAA, Fire Department</b> <b>3977 Aviation Cir., Atlanta, GA 30336</b>										
42.	P1-6060220001	B606022	North	Mech. Rm.	RPZ	2"	Febco	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Airport - Maintenance Round Building</b> <b>3920 Airway Dr., Atlanta, GA 30336</b>										
43.	P1-6062120001	B606212	North					\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
44.	P1-4350110002	B435011	North	Fire Vault	DCDA	6"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
45.	P1-4350110003	B435011	North	Vault	DCVA	3/4"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
46.	P1-805012	B805012	North			2"		\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
47.	P1-4420120001	B442012	North			3/4"		\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
48.	P1-3190120001	B319012	North	Mech Rm.		2"		\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
<b>Buckhead Library</b> <b>269 Buckhead Ave NE, Atlanta, GA 30305</b>										
49.	P1-4310120001	B431012	North	Sprinkler Rm.		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
50.	P1-4310120002	B431012	North	Sprinkler Rm.		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Central Maintenance Facility</b> <b>895 Marietta Blvd., Atlanta, GA 30318</b>										
51.	P1- 5010220001	B501022	North	Front Lawn		2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
52.	P1- 5010220002	B501022	North	Vault	DCDA	10"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
53.	P1- 5010220003	B501022	North	Vault	DCVA	3/4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Dogwood Library</b> <b>1838 Donald L. Hollowell Pkwy, Atlanta, GA 30318</b>										
54.	P1- 4490120001	B449012	North	Electrical Room	RP	2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Dogwood Neighborhood Senior Center</b> <b>1953 Bankhead Hwy., NW, Atlanta, 30318</b>										
55.	P1- 4060120001	B406012	North	Outside, on the street	DCVA	2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Dorothy C. Benson Senior Multipurpose Complex</b> <b>6500 Vernon Woods Dr., Sandy Springs, GA 30328</b>										
56.	P1- 3600120002	B360012	North	In vault, front side of building	DCVA	3/4"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
57.	P1- 3600120004	B360012	North	Fire Vault	DCDA	3/4"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
58.	P1- 3600120005	B360012	North	Meter box	DCVA	1-1/2"	Febco	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
59.	P1- 3600120006	B360012	North	Pool Pump Rm.	RPZ	1"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
60.	P1- 3600220003	B360012	North	Fire Vault	DCVA	8"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>



#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Dorothy C. Benson Sr. Multipurpose Gazebo, 6500 Vernon Woods Dr., Sandy Springs, GA 30328</b>										
61.	P1- 3600220001	B360022	North	In vault, front side of building	DCVA	3"	Wilkins	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
62.	P1- 1220110001	B122011	North	Meter Box		2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
63.	P1- 1160120002	B116012	North	Hot box, front of building	RPZ	1"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Fire Station #19, Charlie Brown Airport 3965 Aero Dr., Atlanta, GA 30336</b>										
64.	P1- 1190120001	B119012	North	Ceiling	RPZ	3"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
65.	P1- 1190120002	B119012	North	Mech.Rm.	RPZ	1-1/2"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
66.	P1- 1190120003	B119012	North	Mech.Rm.		1-1/4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>General Services Electronics Division, Bldg. A, 3929 Aviation Cir. Bldg. A, Atlanta, GA 30336</b>										
67.	P1- 6030120001	B603012	North	Front Lawn		2-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
68.	P1- 6030120002	B603012	North	Mech.Rm.		3/4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Harriett G. Darnell Senior Multipurpose Facility 677 Fairburn Rd. NW, Atlanta, GA 30331</b>										
69.	P1- 3700130001	B370013	North	Vault	DCVA	3"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
70.	P1- 3700130002	B370013	North	Vault	DCVA	6"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
71.	P1- 3700130003	B370013	North	Vault	DCVA	1-1/2"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

72.	P1- 3700130004	B370013	North	Mechanical Room	DCVA	1"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
73.	P1- 3700130005	B370013	North	Pool Pump Room	DCVA	2"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Kirkwood Library</b> <b>11 Kirkwood Rd., Atlanta, GA 30317</b>										
74.	P1- 4530120001	B453012	North	Front Lawn		2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
75.	P1- 4530120002	B453012	North	Mech. Rm.		4"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
76.	P1- 4530120003	B453012	North	Front Lawn		1-1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
77.	P1- 4530120004	B453012	North	Mech. Rm.		3/4"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>New Horizons Neighborhood Senior Center</b> <b>745 Orr St., NW, Atlanta, GA 30314</b>										
78.	P1- 8910120001	B891012	North	Mech. Rm.		2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>North Fulton Health Center</b> <b>2181 Strickland Rd., Roswell, GA 30075</b>										
79.	P1- 3330110001	B333011	North	Front Lawn	DCVA	1 1/2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>North Fulton Service Center</b> <b>7741 Roswell Rd., Roswell, GA 30350</b>										
80.	P1- 6010110001	B601011	North	Meter Box		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
81.	P1- 6010110002	B601011	North	Outside Fence		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Northeast/Spruill Oaks Regional Library</b> <b>9560 Spruill Road, Alpharetta, GA 30022</b>										
82.	P1- 4280120001	B428012	North	In Vault in front of building	DCVA	3"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
83.	P1- 4280120002	B428012	North	In Vault in front of building	DCDA	6"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
84.	P1- 4280120003	B428012	North	Vault	DCVA	3/4"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
85.	P1- 4280120004	B428012	North	meter box	DCVA	2"	Febco	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
86.	P1- 4280120005	B428012	North	Mech Rm, Basement	RP	1"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Northside Library</b> <b>3295 Northside Pkwy., NW, Atlanta, GA 30327</b>										
87.	P1- 4300120001	B430012	North	Mech.Rm.	DCVA	2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
88.	P1- 4300120002	B430012	North	Mech. Rm.		6"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Dr. Robert E. Fulton Regional Library at Ocee,</b> <b>5090 Abbotts Bridge Rd. Alpharetta GA 30005</b>										
89.	P1- 4550120001	B455012	North			8"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
90.	P1- 4550120002	B455012	North			1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
91.	P1- 4550120003	B455012	North			2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
92.	P1- 4550120004	B455012	North			2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>Ponce De Leon Library</b> <b>980 Ponce De Leon Ave., Atlanta, GA 30306</b>										
93.	P1- 4330120001	B433012	North	Mech. Rm.		2-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

94.	P1- 4330120002	B433012	North	Mech. Rm.		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Roswell Library</b> 115 Norcross St., Roswell, GA 30075										
95.	P1- 4360110001	B436011	North	Vault		2-1/2"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
96.	P1- 4360110002	B436011	North	Mech. Rm.	RPZ	1-1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
97.	P1- 4360110003	B436011	North	Vault	DCDA	6"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
98.	P1- 4360110004	B436011	North	Vault	DCVA	3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
99.	P1- 4360110005	B436011	North	Mens Restroom		3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Roswell Neighborhood Senior Center</b> 1250 Warsaw Rd., Roswell, GA 30076										
100.	P1- 8100130001	B810013	North	Vault	DCDA	4"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Washington Park/Annie McPheeters Library</b> 1116 M. L. King Jr., Dr., Atlanta, GA 30314										
101.	P1- 4500130001	B450013	North	Conference Rm.		1"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
102.	P1- 4500130002	B450013	North	Conference Rm.		4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
103.	P1- 4500130003	B450013	North	Mech. Rm.		1-1/2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Fulton County Aviation Center</b> 3900 Aviation Cir NW, Atlanta, GA 30336										
104.	P1- 8690130001	B869013	North	Mech Rm	RP	2 1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>North West Library</b> 2489 Perry Blvd NW, Atlanta, GA 30318										
105.	P1- 2350130001	B442032	North	Mech. Rm.		2-1/2"	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>East Roswell Library</b> 2301 Holcomb Bridge Rd, Roswell, GA 30076										
105.	P1- 2350130001	B436021	North	Mech. Rm.		2-1/2"	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>Alpharetta Library</b> 10 Park Plaza, Alpharetta, GA 30009										
106.	P1- 2350130001	B435011	North	Mech. Rm.		2-1/2"	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>Milton Library</b> 855 Mayfield Rd, Milton, GA 30009										
107.	P1- 2350130001	B455022	North	Mech. Rm.		2-1/2"	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>Water Resources</b> 11575 Maxwell Road, Alpharetta, GA 30009										
108.	P1- 2350130001	B703061	North	Mech. Rm.		2-1/2"	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
109.	<b>TOTAL NORTH ZONE COST (LINES 42 - 108)</b>							\$ <u>6858</u>	\$ <u>7132</u>	\$ <u>748</u>

End of North Zone

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

## SOUTH ZONE

<b>4-H Kitchen and Mess Hall</b> <b>4300 Herschel Rd., College Park, GA 30337</b>										
110.	P1- 8001330001	B800133	South					\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Adams Park Library</b> <b>2231 Campbellton Rd., Atlanta, GA 30311</b>										
111.	P1- 4270130001	B427013	South	Mechanical Room	DCVA	2"	WATTS	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
112.	P1- 4270130002	B427013	South	Front Yard	RPZ	1"	WATTS	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Adamsville/Collier Heights Library</b> <b>3424 M.L.K. Jr., Dr., Atlanta, GA 30331</b>										
113.	P1- 4340120001	B434012	South	Closet		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
114.	P1- 4340120002	B434012	South	Closet		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Camp Truitt Neighborhood Senior Center</b> <b>4320 Herschel Rd., College Park, GA 30337</b>										
115.	P1- 8002430001	B800243	South	Front Yard		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
116.	P1- 8002430002	B800243	South	Mech. Rm.		3"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Central Training Center</b> <b>425 Langhorne St., SW, Atlanta, GA 30310</b>										
117.	P1- 3420130001	B342013	South	Mech. Rm.		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
118.	P1- 3420130002	B342013	South	Closet		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Clifondale Community Ctr., Elem. School</b> <b>4645 Butner Rd., College Park, GA 30349</b>										
119.	P1- 2410130001	B241013	South	At Street		2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Cochran Road Pumping Station</b> <b>7536 Cochran Rd., College Park, GA 30349</b>										
120.	P1- 8720130001	B872013	South	Sub Level 4	RP	1 1/2"	WATTS	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>College Park Library</b> <b>3647 Main St., College Park, GA 30337</b>										
121.	P1- 4040230001	B404023	South	Street		2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>College Park Regional Health Center</b> <b>1920 John Wesley Ave., College Park, GA 30337</b>										
122.	P1- 3200130001	B320013	South	Mech. Rm.		4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
123.	P1- 3200130002	B320013	South	Front Lawn		1-1/2"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
124.	P1- 3200130003	B320013	South	Basement		3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
125.	P1- 3200130004	B320013	South	Basement		3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
126.	P1- 3200130005	B320013	South	Mech. Rm.		2"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Deep Creek Pumping Station</b> <b>3350 Cascade-Palmetto Hwy., College Park, GA 30349</b>										
127.	P1- 8640130001	B864013	South	Inside Mech. Room	RP	2"	WATTS	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>East Point Library</b> <b>2757 Main St., East Point, GA 30344</b>										
128.	P1-4250130001	B425013	South	Meter Box in Yard	DC	2"	WATTS	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
129.	P1-4250130002	B425013	South	Meter Box in Yard	RPZ	1"	Wilkins	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Extension Service Office</b> <b>1757 Washington Rd., East Point, GA 30344</b>										
130.	P1-604013	B604013	South	Street		3/4"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Fairburn Hobgood-Palmer Library</b> <b>60 Valley View Dr., Fairburn, GA 30213</b>										
131.	P1-414013	B414013	South	Mech. Rm.		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
132.	P1-4140130001	B414013	South	Mech. Rm.		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>H.J.C Bowden Senior Multipurpose Facility</b> <b>2885 Church St, East Point, GA 30344</b>										
133.	P1-7100130001	B710013	South	In Vault	DCDA	6"	WATTS	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
134.	P1-7100130002	B710013	South	In Fire Vault	DC	3/4"	Febco	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
135.	P1-7100130003	B710013	South	Mech. Room Pool	RPZ	2"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
136.	P1-7100130004	B710013	South	Mech.Rm.	DCVA	3"	Febco	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>



#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Hapeville Library</b> <b>525 King Arnold St., Hapeville, GA 30354</b>												
137.	P1- 4120130001	B412013	South	Front Lawn		1-1/4"			\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>Hapeville Senior Center</b> <b>527 King Arnold St., Hapeville, GA 30354</b>												
138.	P1- 3710130001	B371013	South	In Vault	DCVA	2 1/2"	Watts		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
139.	P1- 3710130002	B371013	South	In Vault	DCVA	3/4"	Watts		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
140.	P1- 3710130003	B371013	South	Hot Box in Vault	RPZA	1"	Watts		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
141.	P1- 3710130004	B371013	South	In Vault	DCDA	8"	Ames		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
<b>Palmetto Neighborhood Senior Center</b> <b>510 Turner Ave., Palmetto, GA 30268</b>												
142.	P1- 8110130001	B811013	South	In Yard (Front Lawn)	DCVA	2"	WATTS		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>	
143.	P1- 8110130002	B811013	South	In Vault	DCDA	6"	Ames		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>	
144.	P1- 8110130003	B811013	South	Vault	DCVA	3/4"	Ames		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>	
<b>QLS Center for Senior Citizens</b> <b>4001 Danforth Rd., SW, Atlanta, GA 30331</b>												
145.	P1- 8800120001	B880012	South	Mech.Rm.		1-1/2"			\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>	
146.	P1- 8800120002	B880012	South	HVAC Closet		3/4"			\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>	

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Wolf Creek Library</b> 3100 Enon Rd SW, Atlanta, GA												
147.	P1- 2350130001	B454013	South	Mech.Rm.		2-1/2"			\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>South Fulton Mental Health Center</b> 1636 Connally Dr., East Point, GA 30344												
148.	P1- 3010130001	B301013	South	Boiler Room	RPZA	2"	Febco		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
149.	P1- 3010130002	B301013	South	Top parallel valve	RPZ	2"	Febco		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
150.	P1- 3010130003	B301013	South	Mechanical Room	RPZ	0.75"	WATTS		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
151.	P1- 3010130004	B301013	South	Mech.Room	DC	1-1/2"	Febco		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
<b>South Fulton Multipurpose Center</b> 4255 Will Lee Rd., College Park, GA 30349												
152.	P1- 2510130001	B251013	South	Pool Mech. Room	RPZ	1"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
153.	P1- 2510130002	B251013	South	Pool Mech. Room	RPZ	3"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
154.	P1- 2510130003	B251013	South	Mech.Room Pool	RPZ	2 1/2"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
155.	P1- 2510130004	B251013	South	Mech.Room, Pool	RPZ	2"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
<b>South Fulton Regional Library</b> 4055 Flat Shoals Rd., SW, Union City, GA 30291												
156.	P1- 4480130001	B448013	South	Mech. Room Outside	RPZ	2"	Watts		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>South Fulton Service Center</b> 5600 Stonewall Tell Rd., College Park, GA 30349										
157.	P1- 6020130001	B602013	South	At Street		1"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
158.	P1- 6020130002	B602013	South	Vault		6"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
159.	P1- 6020130003	B602013	South	Mech. Rm.		3/4"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
160.	P1- 6020130004	B602013	South	Next to bldg.		1-1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>South Training Center</b> 2605 Fairburn Rd., SW, Atlanta, GA 30331										
161.	P1- 3080330001	B308033	South	Mech. Rm.		2-1/2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
162.	P1- 3080330002	B308033	South	Mech. Rm.		1-1/2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
163.	P1- 3080330003	B308033	South	Janitors Room		3/4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Southeast Neighborhood Senior Center</b> 1650 New Town Cir., Atlanta, GA 30315										
164.	P1- 3730120005	B373013	South	Mech. Rm.	DCVA	1"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
165.	P1- 3730130001	B373013	South	In Vault	DCVA	2"	WATTS	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
166.	P1- 3730130002	B373013	South	In Vault	DCDA	6"	Ames	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
167.	P1- 3730130003	B373013	South	In Vault	RPZ	1 1/2"	WATTS	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

168.	P1- 3730130004	B373013	South	Vault, Right of Entrance	DCV	3/4"	Ames	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
<b>Southwest Arts Center</b> <b>915 New Hope Rd., SW, Atlanta, GA 30331</b>										
169.	P1- 3800130001	B380013	South	In Yard	DCDA	8"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
170.	P1- 3800130002	B380013	South	In Yard	DCVA	2"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
171.	P1- 3800130003	B380013	South	In Yard	DCVA	1"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Southwest Regional Library</b> <b>3665 Cascade Rd., SW, Atlanta, GA 30331</b>										
172.	P1- 4400130001	B440013	South	Vault		2-1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
173.	P1- 4400130002	B440013	South	Vault		8"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
174.	P1- 4400130003	B440013	South	Front Lawn	DCVA	2"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
175.	P1- 4400130004	B440013	South	Storage Rm.		1"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>New Senior Center(Facility Name is under review)</b> <b>2893 Lakewood Ave., S W, Atlanta, GA 30315</b>										
176.	P1- 4230130001	B423013	South	Front Yard		1"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>

#19ITB120622C-BKJ  
 Testing and Repair of Backflow Devices

Section 2  
 Bid Form

<b>Palmetto Library</b>									
<b>9111 Cascade Palmetto Hwy, Palmetto, GA 30268</b>									
177.	P1- 2350130001	B414023	South	Mech. Rm.		2-1/2"	\$ 130	\$ 135	\$ 141
178.	<b>TOTAL SOUTH ZONE (LINES 110 - 177)</b>						\$ 3158	\$ 7162	\$ 7449

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

End of South Zone

**Part 2: Repair**

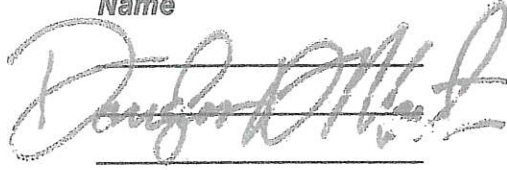
Repair will be allowed on the basis of 'time plus material'. Any mark up on parts cost will be considered only if the price is supported by invoice from original supplier/manufacturer.

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.

Labor charges for repairing the backflow device: \$ 85.00 per hour.

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

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

**Name**  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address**  
1940 Riverside Parkway  
Lawrenceville GA 30043  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION

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:


\_\_\_\_\_ No \_\_\_\_\_ Dollars

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

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

ADDENDUM #	<u>N/A</u>	DATED _____
ADDENDUM #	_____	DATED _____
ADDENDUM #	_____	DATED _____
ADDENDUM #	_____	DATED _____

BIDDER: B&W Mechanical Contractors inc

Signed by:   
[Type or Print Name]

Title: Sales Manager

Business Address: 1940 Riverside Parkway

Lawrenceville GA 30043

Business Phone: 770-441-8238

**EXHIBIT E**

**PURCHASING FORMS**



STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** B&W Mechanical Contractors Inc on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

154115  
EEV/Basic Pilot Program\* User Identification Number

B&W Mechanical Contractors Inc  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

Sales Manager  
Title of Authorized Officer or Agent of Contractor

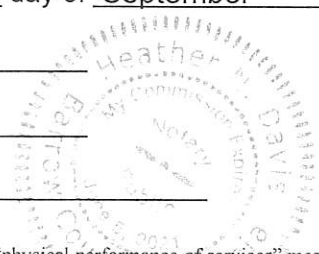
Don Carroll  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30 day of September, 2019.

Notary Public: Heather Davis

County: Barrow

Commission Expires: 6/5/21



<sup>1</sup>O.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.

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

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: B&W Mechanical Contractors inc


Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Master Plumber - Non-Restricted

Professional License Number: MP207730

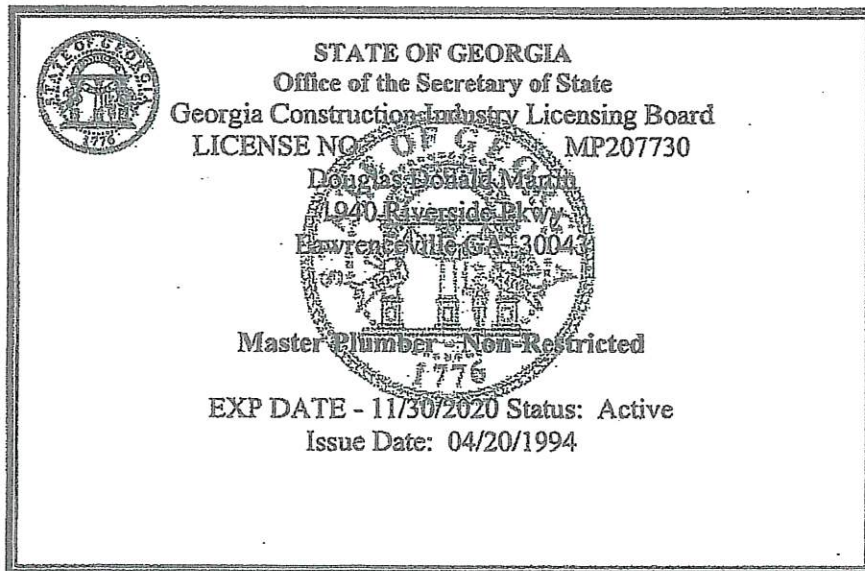
Expiration Date of License: 11/30/2020

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

Signed: 

Date: 9/30/2019

(ATTACH COPY OF LICENSE)



**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

Douglas Martin 1940 Riverside Parkway Lawrenceville GA 30040

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.

Consistent growth of 5-7% adding 2-3 full time employees to payroll.

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.

To best of my knowledge there hasnt been any previous relationships between B&W Mechanical Contractors Inc and Fulton County.

**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 Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 30 day of September, 2020

B&W Mechanical Contractors Inc 9/30/2019  
(Legal Name of Proponent) (Date)

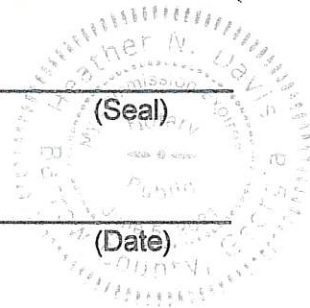
[Signature] 9/30/2019  
(Signature of Authorized Representative) (Date)

Sales Manager  
(Title)

Sworn to and subscribed before me,

This 30 day of September, 2019

[Signature]  
(Notary Public)



Commission Expires 6/15/21  
(Date)

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**


"Know all persons by these presents, that I/We ( Don Carroll ),  
Name

Sales Manager Title B&W Mechanical Contractors inc Firm Name

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

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

NAME: Don Carroll TITLE: Sales Manager

SIGNATURE: 

ADDRESS: 1940 Riverside Parkway  
Lawrenceville GA 30043

PHONE NUMBER: 770-441-5807 EMAIL: don.carroll@bwmech.com



**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	2				2													
FIRST/MID LEVEL OFFICIALS and MANAGERS	4				2		1								1			
PROFESSIONALS	4				4													
TECHNICIANS	78				72		6											
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS		5				5												
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	42	1			40	1	2											
SERVICE WORKERS																		
<b>TOTAL</b>	<b>130</b>	<b>6</b>																

**FIRM'S NAME:** B&W Mechanical Contractors inc

**CONTACT NAME:** Don Carroll

**EMAIL:** don.carroll@bwmech.com      **PHONE NUMBER:** 770-441-8238

**SUBMITTED BY:** Don Carroll      **TITLE:** Sales Manager

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

Prime Bidder/Proposer Company Name B&W Mechanical Contractors inc

ITB/RFP Name & Number: 19ITB120600C-BKJ

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

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:  
 \$ 17,782.00 or 100 %

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

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

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

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

---

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

---


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

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

<b>Total Dollar Value of Subcontractor Agreements: (\$) 0.00</b>
--

<b>Total Percentage of Subcontractor Value: (%) 0%</b>
--

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

Signature:  Title: Sales Manager

Business or Corporate Name: B&W Mechanical Contractors inc

Address: 1940 Riverside Parkway  
Lawrenceville GA 30043

Telephone: (770 )441-8238

Fax Number: (770 )441-5807

Email Address: don.carroll@bwmech.com

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS****Backflow Testing and Repair**

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

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

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

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

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Bodily Injury & Property Damage** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).
4. **UMBRELLA LIABILITY**  
(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

**Certificates:**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis. .

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

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

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

Such certificates and notices shall be sent to:

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

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall li it or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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: B&W Mechanical Contractors Inc SIGNATURE: 

NAME: Don Carroll TITLE: Sales Manager

DATE: 9/30/2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2019

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

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

<b>PRODUCER</b> Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 404-633-4321      FAX (A/C, No): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Charter Oak Fire Insurance Company      NAIC # 25615	
INSURER B : Travelers Property Casualty Co of America      25674	
INSURER C : St Paul Surplus Lines Insurance Company      30481	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      B&WMECH-01  
 B & W Mechanical Contractors, Inc.  
 1940 Riverside Parkway  
 Lawrenceville GA 30043

**COVERAGES      CERTIFICATE NUMBER: 2097734132      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO7H507656	11/30/2018	11/30/2019	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 300,000 MED EXP (Any one person)      \$ 10,000 PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COMP/OP AGG      \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8100L901777	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7H545034	11/30/2018	11/30/2019	EACH OCCURRENCE      \$ 10,000,000 AGGREGATE      \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	UB7H531091	11/30/2018	11/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ 500,000 E.L. DISEASE - EA EMPLOYEE      \$ 500,000 E.L. DISEASE - POLICY LIMIT      \$ 500,000
A C	Installation Floater Professional/Pollution Liability			QT6608H916695COF18 ZCD91N06753	11/30/2018 11/30/2018	11/30/2019 11/30/2019	Ded \$1,000/Special \$2,000,000 each Occ      1,000,000 \$2,000,000 AGG

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Automobile Liability, Pollution Liability, Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability & Automobile Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation, Pollution Liability and Umbrella Liability; Per Project Aggregate applies to the General Liability

CGD6040813 Blanket Additional Insured – Automatic Status If Required by Written Contract (Contractors)  
 CGD2110104 Designated Project General Aggregate  
 See Attached...

<b>CERTIFICATE HOLDER</b>  **For information only** USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: B&WMECH-01

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Yates Insurance Agency		NAMED INSURED B & W Mechanical Contractors, Inc. 1940 Riverside Parkway Lawrenceville GA 30043	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

CGD316 11 11 Contractors XTEND Endorsement  
 CAT4740216 Blanket Additional Insured – Primary and Non-Contributory with Other Insurance  
 CAT3530215 Business Auto Extension Endorsement  
 CGD0230496 Schedule of Underlying Insurance  
 UM04880708 Waiver of our Right to Recover from Others  
 UM00011103 Commercial Excess Liability (Umbrella) Insurance  
 WC00031300 Waiver of Our Right to Recover from Others  
 RP0300 0216 Contractors Professional and Pollution Liability

**EXHIBIT H**

**PAYMENT & PERFORMANCE BONDS**

**No Bond were required for this Project**

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

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Don Carroll

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Board of  
Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>

Insurance Certificate to be attached



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**19ITB120622C-BKJ**

**TESTING AND REPAIR OF BACKFLOW DEVICES**

**For**

**DEPARTMENT OF REAL ESTATE AND 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:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT H:	<u>PAYMENT &amp; PERFORMANCE BONDS (NOT APPLICABLE)</u>

## **CONTRACT AGREEMENT**

Contractor: B&W Mechanical Contractors, Inc.

Contract No.: 19ITB120622C-BKJ

Address: 1940 Riverside Parkway  
City, State: Lawrenceville, GA 30043

Telephone: 770-441-5807

Email: [don.carroll@bwmech.com](mailto:don.carroll@bwmech.com)

Contact: Don Carroll  
Sales Manager

This Agreement made and entered into effective the 1st day of January, 2020 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **B&W MECHANICAL CONTRACTORS, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### **WITNESSETH**

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Testing and Repair of Backflow Devices, hereinafter, referred to as the "**Project**".

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

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

### **ARTICLE 1. CONTRACT DOCUMENTS**

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;



- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (not 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 20, 2019, BOC ITEM # 19-0971.**

#### 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 provide required testing and repair of backflow prevention devices and maintenance services on an "as needed" basis. 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 1<sup>st</sup> day of January 2020, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2020. 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 on the 1<sup>st</sup> day of January, 2021 and shall end no later than the 31<sup>st</sup> day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2022 and shall end no later than the 31<sup>st</sup> day of December, 2022. 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 \$61,390 (Sixty One Thousand Three Hundred Ninety and No Cents), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 11. SUSPENSION OF WORK**

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

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

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

## ARTICLE 12. DISPUTES

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

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

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

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

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

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

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

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

#### ARTICLE 15. **WAIVER OF BREACH**

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

## ARTICLE 16. INDEPENDENT CONTRACTOR

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

## ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

## ARTICLE 18. INDEMNIFICATION

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

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

~~regulations.~~

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

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

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

**18.4 Separate Counsel.**

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



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

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

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

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

#### ARTICLE 20. **INSURANCE**

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

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

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

## ARTICLE 25. AUDITS AND INSPECTORS

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

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

## ARTICLE 26. ACCOUNTING SYSTEM

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

## ARTICLE 27. VERBAL AGREEMENT

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

## ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
141 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-612-5900  
Email: [Joseph.Davis@fultoncountyga.gov](mailto:Joseph.Davis@fultoncountyga.gov)  
Attention: Joseph Davis

### **With a copy to:**

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

Notices to Contractor shall be addressed as follows:

B&W Mechanical Contractors, Inc.  
1940 Riverside Parkway  
Lawrenceville, GA 30043  
Telephone: 770-441-5807  
Email: [don.carroll@bwmech.com](mailto:don.carroll@bwmech.com)  
Attention: Don Carroll

## 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](mailto:Accounts.Payable@fultoncountyga.gov)

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

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

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

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

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

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

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

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain

records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

#### ARTICLE 36. **NON-APPROPRIATION**

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

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

#### ARTICLE 37. **WAGE CLAUSE**

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



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

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**B&W MECHANICAL CONTRACTORS, INC.**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners



ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

\_\_\_\_\_  
Joseph Davis, Director  
Department of Real Estate and Asset  
Management

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____ <b>RECESS MEETING</b>	ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>
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# **ADDENDA**

**No Addenda were issued for this Project**

**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

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The Contractor shall provide 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 vendor 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 in the event that the estimate is rejected alternate sources will be identified for completing the work.

For repairs of BFPs, the bidder 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.

### **System Impairment**

Before starting work on any part of the contract, when awarded, the successful bidder(s) 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 bidder 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.

**Testing**

The person carrying out tests must have undergone a course of study (class room 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)

**Maximum Repair Allowance**

The successful bidder 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.

**Working Hours**

For the purpose of 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 bidder is required to respond to all emergency calls within four (4) hours of notification of calls.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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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 \$61,390.00 (Sixty One Thousand Three Hundred Ninety and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: B&W Mechanical Contractors Inc

For: #19ITB120622C-BKJ, Testing and Repair of Backflow Devices

Submitted on 10/1/2019, 2019.

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

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

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

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

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

**BASE BID AMOUNT (Do not include any Bid Alternates)**

\$ 17,782.00

(Dollar Amount In Numbers)

Seventeen thousand seven hundred eight two dollars

(Dollar Amount In Words)

#19ITB120622C-BKJ  
Testing and Repair of Backflow Devices

Section 2  
Bid Form

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

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

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

## Part 1- Testing

## PRICING FORM

## CENTRAL ZONE

Building Name	Assembly Number	Building Number	Zone	Location Of Device	Type Of BFP	Size	Manufacturer	Price for Testing	Price for Testing (1 <sup>st</sup> Renewal)	Price for Testing (2 <sup>nd</sup> Renewal)
<b>Auburn Avenue Research Library</b> 101 Auburn Ave., Atlanta, GA 30303										
1.	P1-4510110001	B451011	Central	Mech Room, G.Floor	DCVA	2"	Watts	\$ 102	\$ 106	\$ 110
2.	P1-4510110002	B451011	Central	Mech Room, G.Floor	DCDA	8"	Ames	\$ 102	\$ 106	\$ 110
<b>Auburn Neighborhood Senior Center</b> 300 Edgewood Ave., NE, Atlanta, GA 30303										
3.	P1-7200120001	B720012	Central	Mech. Rm.		1-1/2"		\$ 130	\$ 135	\$ 141
<b>Central Library</b> 1 Margaret Mitchell Sq., Atlanta, GA 30303										
4.	P1-4000120001	B400012	Central	Utility room	RPZ	4"	Conbraco	\$ 90	\$ 94	\$ 97
5.	P1-4000120002	B400012	Central	Utility room	DCVA	2"	Conbraco	\$ 90	\$ 94	\$ 97
6.	P1-4000120003	B400012	Central	Mech. Rm.	DCVA	6"	Conbraco	\$ 90	\$ 94	\$ 97
7.	P1-4000120004	B400012	Central	Mech. Rm.	DCVA	1/2"	Conbraco	\$ 90	\$ 94	\$ 97

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Charles L. Carnes Justice Center Building</b> <b>160 Pryor St., Atlanta, GA 30303</b>										
8.	P1- 6000320001	B600032	Central	Parking Lot	DCVA	3"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Assembly Building</b> <b>141 Pryor St., SW, Atlanta, GA 30303</b>										
9.	P1- 6130120001	B613012	Central	Stairway off Mitchell(Fire Pump Room)	Not Approved	6"	AMES	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Atrium Building</b> <b>141 Pryor St., SW, Atlanta, GA 30303</b>										
10.	P1- 6130620001	B613062	Central	Mech Room G-155	DCDA	6"	Ames	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Midrise Building</b> <b>141 Pryor St., SW, Atlanta, GA 30303</b>										
11.	P1- 6130220001	B613022	Central	Chiller Room	RPZ	3"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
12.	P1- 6130220002	B613022	Central	Fire Stairwell	DCDA	6"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
13.	P1- 6130220004	B613022	Central	Mech. Rm G-028	DCDA	6"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Government Center - Public Safety Building</b> <b>130 Peachtree St., SW, Atlanta, GA 30303</b>										
14.	P1- 6130420001	B613042	Central	G-155	Not Approved		AMES	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Government Center - Tower Building</b> <b>141 Pryor St., SW, Atlanta, GA 30303</b>										
15.	P1- 6130520001	B613052	Central	FIRE PUMP ROOM	DCVA	6"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
16.	P1- 6130520002	B613052	Central	Pump room/Pond	DCVA	2"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

17.	P1- 6130520003	B613052	Central	Water Ftrn-1st floor	DCVA	3/4"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Helene S. Mills Senior Multipurpose Facility</b> <b>515 John Wesley Dobbs Ave., Atlanta, GA 30312</b>										
18.	P1- 3740120001	B374012	Central	Mech. Room	DCVA	2"	WATTS	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
19.	P1- 3740120002	B374012	Central	Mech. Rm.	DCVA	2"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
20.	P1- 3740120003	B374012	Central	Mech. Rm.	DCDA	4"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
21.	P1- 3740120004	B374012	Central	Pool Pump Room	DCDA	6"	Febco	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
22.	P1- 3740120005	B374012	Central	Mechanical Room	DCVA	3/4"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
23.	P1- 3740120006	B374012	Central	next to vault	DCVA	1-1/2"	Wilkins	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
<b>Justice Tower - Justice Center Tower</b> <b>185 Central Ave., Atlanta, GA 30303</b>										
24.	P1- 6000520001	B600052	Central	Fire Pump Room	DCDA	3/4"	WATTS	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
25.	P1- 6000520002	B600052	Central	Fire Pump Room	DCVA	10"	WATTS	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
26.	P1- 6000520003	B600052	Central	Judges Parking	RP	2"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
27.	P1- 6000520004	B600052	Central	Chiller Room	RP	4"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>



#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Juvenile Court Building (New Site)</b> <b>395 Pryor St., SW, Atlanta, GA 30312</b>										
28.	P1- 5060110001	B506011	Central	Vault	DCVA	6"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
29.	P1- 5060110002	B506011	Central	Vault	DCDA	8"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
30.	P1- 5060110003	B506011	Central	Box Inside Curb	RPZ	1-1/2"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>102</u>
<b>Medical Examiner's Facility</b> <b>430 Pryor St., SW, Atlanta, GA 30303</b>										
31.	P1- 8150130001	B815013	Central	Mech. Room	RPZ	2-1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
32.	P1- 8150130002	B815013	Central	Dark Room	RP	1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
33.	P1- 8150130003	B815013	Central	Mech. Room	DCVA	6"	Ames	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
34.	P1- 8150130004	B815013	Central	Next to Curb	RPZ	1-1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
35.	P1- 8150130005	B815013	Central	Autopsy Room	RP	1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Office of The Public Defender</b> <b>137 Peachtree St., SW, Atlanta, GA 30303</b>										
36.	P1- 8520120001	B852012	Central	Basement	DCVA	2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Metropolitan Library</b> <b>1332 Metropolitan Pkwy SW, Atlanta, GA 30310</b>										
37.	P1- 2350130001	B423032	Central	Mech. Rm.		2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>

#19ITB120622C-BKJ  
 Testing and Repair of Backflow Devices

Section 2  
 Bid Form

<b>Southeast Library</b> 1463 Pryor Rd SW, Atlanta, GA 30315										
38.	P1- 2350130001	B423034	South	Mech. Rm.	2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>West End Library</b> 525 Peoples St. SW, Atlanta, GA 30310										
39.	P1- 4520130001	B452013	South	Front Yard	2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>	
40.	P1- 4520130002	B452013	South	Closet	4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>	
41.	<b>TOTAL CENTRAL ZONE COST (LINES 1 - 40)</b>							\$ <u>4037</u>	\$ <u>4198</u>	\$ <u>4366</u>

End of Central Zone

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

## NORTH ZONE

Building Name	Assembly Number	Bldg Number	Zone	Location Of Device	Type Of BFP	Size	Manufacturer	Price for Testing	Price for Testing (1 <sup>st</sup> Renewal)	Price for Testing (2 <sup>nd</sup> Renewal)
<b>Airport - FAA, Fire Department</b> <b>3977 Aviation Cir., Atlanta, GA 30336</b>										
42.	P1-6060220001	B606022	North	Mech. Rm.	RPZ	2"	Febco	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Airport - Maintenance Round Building</b> <b>3920 Airway Dr., Atlanta, GA 30336</b>										
43.	P1-6062120001	B606212	North					\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
44.	P1-4350110002	B435011	North	Fire Vault	DCDA	6"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
45.	P1-4350110003	B435011	North	Vault	DCVA	3/4"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
46.	P1-805012	B805012	North			2"		\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
47.	P1-4420120001	B442012	North			3/4"		\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
48.	P1-3190120001	B319012	North	Mech Rm.		2"		\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
<b>Buckhead Library</b> <b>269 Buckhead Ave NE, Atlanta, GA 30305</b>										
49.	P1-4310120001	B431012	North	Sprinkler Rm.		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
50.	P1-4310120002	B431012	North	Sprinkler Rm.		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Central Maintenance Facility</b> <b>895 Marietta Blvd., Atlanta, GA 30318</b>										
51.	P1- 5010220001	B501022	North	Front Lawn		2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
52.	P1- 5010220002	B501022	North	Vault	DCDA	10"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
53.	P1- 5010220003	B501022	North	Vault	DCVA	3/4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Dogwood Library</b> <b>1838 Donald L. Hollowell Pkwy, Atlanta, GA 30318</b>										
54.	P1- 4490120001	B449012	North	Electrical Room	RP	2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Dogwood Neighborhood Senior Center</b> <b>1953 Bankhead Hwy., NW, Atlanta, 30318</b>										
55.	P1- 4060120001	B406012	North	Outside, on the street	DCVA	2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Dorothy C. Benson Senior Multipurpose Complex</b> <b>6500 Vernon Woods Dr., Sandy Springs, GA 30328</b>										
56.	P1- 3600120002	B360012	North	In vault, front side of building	DCVA	3/4"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
57.	P1- 3600120004	B360012	North	Fire Vault	DCDA	3/4"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
58.	P1- 3600120005	B360012	North	Meter box	DCVA	1-1/2"	Febco	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
59.	P1- 3600120006	B360012	North	Pool Pump Rm.	RPZ	1"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
60.	P1- 3600220003	B360012	North	Fire Vault	DCVA	8"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Dorothy C. Benson Sr. Multipurpose Gazebo, 6500 Vernon Woods Dr., Sandy Springs, GA 30328</b>										
61.	P1- 3600220001	B360022	North	In vault, front side of building	DCVA	3"	Wilkins	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
62.	P1- 1220110001	B122011	North	Meter Box		2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
63.	P1- 1160120002	B116012	North	Hot box, front of building	RPZ	1"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Fire Station #19, Charlie Brown Airport 3965 Aero Dr., Atlanta, GA 30336</b>										
64.	P1- 1190120001	B119012	North	Ceiling	RPZ	3"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
65.	P1- 1190120002	B119012	North	Mech.Rm.	RPZ	1-1/2"	Watts	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
66.	P1- 1190120003	B119012	North	Mech.Rm.		1-1/4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>General Services Electronics Division, Bldg. A, 3929 Aviation Cir. Bldg. A, Atlanta, GA 30336</b>										
67.	P1- 6030120001	B603012	North	Front Lawn		2-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
68.	P1- 6030120002	B603012	North	Mech.Rm.		3/4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Harriett G. Darnell Senior Multipurpose Facility 677 Fairburn Rd. NW, Atlanta, GA 30331</b>										
69.	P1- 3700130001	B370013	North	Vault	DCVA	3"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
70.	P1- 3700130002	B370013	North	Vault	DCVA	6"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
71.	P1- 3700130003	B370013	North	Vault	DCVA	1-1/2"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

72.	P1- 3700130004	B370013	North	Mechanical Room	DCVA	1"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
73.	P1- 3700130005	B370013	North	Pool Pump Room	DCVA	2"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Kirkwood Library</b> <b>11 Kirkwood Rd., Atlanta, GA 30317</b>										
74.	P1- 4530120001	B453012	North	Front Lawn		2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
75.	P1- 4530120002	B453012	North	Mech. Rm.		4"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
76.	P1- 4530120003	B453012	North	Front Lawn		1-1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
77.	P1- 4530120004	B453012	North	Mech. Rm.		3/4"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>New Horizons Neighborhood Senior Center</b> <b>745 Orr St., NW, Atlanta, GA 30314</b>										
78.	P1- 8910120001	B891012	North	Mech. Rm.		2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>North Fulton Health Center</b> <b>2181 Strickland Rd., Roswell, GA 30075</b>										
79.	P1- 3330110001	B333011	North	Front Lawn	DCVA	1 1/2"	Watts	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>North Fulton Service Center</b> <b>7741 Roswell Rd., Roswell, GA 30350</b>										
80.	P1- 6010110001	B601011	North	Meter Box		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
81.	P1- 6010110002	B601011	North	Outside Fence		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Northeast/Spruill Oaks Regional Library</b> <b>9560 Spruill Road, Alpharetta, GA 30022</b>										
82.	P1- 4280120001	B428012	North	In Vault in front of building	DCVA	3"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
83.	P1- 4280120002	B428012	North	In Vault in front of building	DCDA	6"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
84.	P1- 4280120003	B428012	North	Vault	DCVA	3/4"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
85.	P1- 4280120004	B428012	North	meter box	DCVA	2"	Febco	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
86.	P1- 4280120005	B428012	North	Mech Rm, Basement	RP	1"	WATTS	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Northside Library</b> <b>3295 Northside Pkwy., NW, Atlanta, GA 30327</b>										
87.	P1- 4300120001	B430012	North	Mech.Rm.	DCVA	2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
88.	P1- 4300120002	B430012	North	Mech. Rm.		6"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Dr. Robert E. Fulton Regional Library at Ocee,</b> <b>5090 Abbotts Bridge Rd. Alpharetta GA 30005</b>										
89.	P1- 4550120001	B455012	North			8"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
90.	P1- 4550120002	B455012	North			1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
91.	P1- 4550120003	B455012	North			2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
92.	P1- 4550120004	B455012	North			2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>Ponce De Leon Library</b> <b>980 Ponce De Leon Ave., Atlanta, GA 30306</b>										
93.	P1- 4330120001	B433012	North	Mech. Rm.		2-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

94.	P1- 4330120002	B433012	North	Mech. Rm.		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Roswell Library</b> 115 Norcross St., Roswell, GA 30075										
95.	P1- 4360110001	B436011	North	Vault		2-1/2"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
96.	P1- 4360110002	B436011	North	Mech. Rm.	RPZ	1-1/2"	Watts	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
97.	P1- 4360110003	B436011	North	Vault	DCDA	6"	Wilkins	\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
98.	P1- 4360110004	B436011	North	Vault	DCVA	3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
99.	P1- 4360110005	B436011	North	Mens Restroom		3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Roswell Neighborhood Senior Center</b> 1250 Warsaw Rd., Roswell, GA 30076										
100.	P1- 8100130001	B810013	North	Vault	DCDA	4"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Washington Park/Annie McPheeters Library</b> 1116 M. L. King Jr., Dr., Atlanta, GA 30314										
101.	P1- 4500130001	B450013	North	Conference Rm.		1"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
102.	P1- 4500130002	B450013	North	Conference Rm.		4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
103.	P1- 4500130003	B450013	North	Mech. Rm.		1-1/2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Fulton County Aviation Center</b> 3900 Aviation Cir NW, Atlanta, GA 30336										
104.	P1- 8690130001	B869013	North	Mech Rm	RP	2 1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>



#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>North West Library</b> 2489 Perry Blvd NW, Atlanta, GA 30318										
105.	P1- 2350130001	B442032	North	Mech. Rm.	2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>East Roswell Library</b> 2301 Holcomb Bridge Rd, Roswell, GA 30076										
105.	P1- 2350130001	B436021	North	Mech. Rm.	2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>Alpharetta Library</b> 10 Park Plaza, Alpharetta, GA 30009										
106.	P1- 2350130001	B435011	North	Mech. Rm.	2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>Milton Library</b> 855 Mayfield Rd, Milton, GA 30009										
107.	P1- 2350130001	B455022	North	Mech. Rm.	2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>Water Resources</b> 11575 Maxwell Road, Alpharetta, GA 30009										
108.	P1- 2350130001	B703061	North	Mech. Rm.	2-1/2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
109.	<b>TOTAL NORTH ZONE COST (LINES 42 - 108)</b>						\$ <u>6858</u>	\$ <u>7132</u>	\$ <u>748</u>	

End of North Zone

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

## SOUTH ZONE

<b>4-H Kitchen and Mess Hall</b> <b>4300 Herschel Rd., College Park, GA 30337</b>										
110.	P1- 8001330001	B800133	South					\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Adams Park Library</b> <b>2231 Campbellton Rd., Atlanta, GA 30311</b>										
111.	P1- 4270130001	B427013	South	Mechanical Room	DCVA	2"	WATTS	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
112.	P1- 4270130002	B427013	South	Front Yard	RPZ	1"	WATTS	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Adamsville/Collier Heights Library</b> <b>3424 M.L.K. Jr., Dr., Atlanta, GA 30331</b>										
113.	P1- 4340120001	B434012	South	Closet		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
114.	P1- 4340120002	B434012	South	Closet		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Camp Truitt Neighborhood Senior Center</b> <b>4320 Herschel Rd., College Park, GA 30337</b>										
115.	P1- 8002430001	B800243	South	Front Yard		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
116.	P1- 8002430002	B800243	South	Mech. Rm.		3"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Central Training Center</b> <b>425 Langhorne St., SW, Atlanta, GA 30310</b>										
117.	P1- 3420130001	B342013	South	Mech. Rm.		2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
118.	P1- 3420130002	B342013	South	Closet		4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Cliftondale Community Ctr., Elem. School</b> <b>4645 Butner Rd., College Park, GA 30349</b>										
119.	P1- 2410130001	B241013	South	At Street		2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Cochran Road Pumping Station</b> <b>7536 Cochran Rd., College Park, GA 30349</b>										
120.	P1- 8720130001	B872013	South	Sub Level 4	RP	1 1/2"	WATTS	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>College Park Library</b> <b>3647 Main St., College Park, GA 30337</b>										
121.	P1- 4040230001	B404023	South	Street		2"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>College Park Regional Health Center</b> <b>1920 John Wesley Ave., College Park, GA 30337</b>										
122.	P1- 3200130001	B320013	South	Mech. Rm.		4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
123.	P1- 3200130002	B320013	South	Front Lawn		1-1/2"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
124.	P1- 3200130003	B320013	South	Basement		3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
125.	P1- 3200130004	B320013	South	Basement		3/4"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
126.	P1- 3200130005	B320013	South	Mech. Rm.		2"		\$ <u>93</u>	\$ <u>97</u>	\$ <u>101</u>
<b>Deep Creek Pumping Station</b> <b>3350 Cascade-Palmetto Hwy., College Park, GA 30349</b>										
127.	P1- 8640130001	B864013	South	Inside Mech. Room	RP	2"	WATTS	\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>East Point Library</b> <b>2757 Main St., East Point, GA 30344</b>										
128.	P1-4250130001	B425013	South	Meter Box in Yard	DC	2"	WATTS	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
129.	P1-4250130002	B425013	South	Meter Box in Yard	RPZ	1"	Wilkins	\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>Extension Service Office</b> <b>1757 Washington Rd., East Point, GA 30344</b>										
130.	P1-604013	B604013	South	Street		3/4"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>
<b>Fairburn Hobgood-Palmer Library</b> <b>60 Valley View Dr., Fairburn, GA 30213</b>										
131.	P1-414013	B414013	South	Mech. Rm.		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
132.	P1-4140130001	B414013	South	Mech. Rm.		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>
<b>H.J.C Bowden Senior Multipurpose Facility</b> <b>2885 Church St, East Point, GA 30344</b>										
133.	P1-7100130001	B710013	South	In Vault	DCDA	6"	WATTS	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
134.	P1-7100130002	B710013	South	In Fire Vault	DC	3/4"	Febco	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
135.	P1-7100130003	B710013	South	Mech. Room Pool	RPZ	2"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
136.	P1-7100130004	B710013	South	Mech.Rm.	DCVA	3"	Febco	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow Devices

Section 2  
Bid Form

<b>Hapeville Library</b> <b>525 King Arnold St., Hapeville, GA 30354</b>												
137.	P1- 4120130001	B412013	South	Front Lawn		1-1/4"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>		
<b>Hapeville Senior Center</b> <b>527 King Arnold St., Hapeville, GA 30354</b>												
138.	P1- 3710130001	B371013	South	In Vault	DCVA	2 1/2"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>		
139.	P1- 3710130002	B371013	South	In Vault	DCVA	3/4"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>		
140.	P1- 3710130003	B371013	South	Hot Box in Vault	RPZA	1"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>		
141.	P1- 3710130004	B371013	South	In Vault	DCDA	8"	Ames	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>		
<b>Palmetto Neighborhood Senior Center</b> <b>510 Turner Ave., Palmetto, GA 30268</b>												
142.	P1- 8110130001	B811013	South	In Yard (Front Lawn)	DCVA	2"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>		
143.	P1- 8110130002	B811013	South	In Vault	DCDA	6"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>		
144.	P1- 8110130003	B811013	South	Vault	DCVA	3/4"	Ames	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>		
<b>QLS Center for Senior Citizens</b> <b>4001 Danforth Rd., SW, Atlanta, GA 30331</b>												
145.	P1- 8800120001	B880012	South	Mech.Rm.		1-1/2"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>		
146.	P1- 8800120002	B880012	South	HVAC Closet		3/4"		\$ <u>102</u>	\$ <u>106</u>	\$ <u>110</u>		

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>Wolf Creek Library</b> 3100 Enon Rd SW, Atlanta, GA												
147.	P1- 2350130001	B454013	South	Mech.Rm.		2-1/2"			\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	
<b>South Fulton Mental Health Center</b> 1636 Connally Dr., East Point, GA 30344												
148.	P1- 3010130001	B301013	South	Boiler Room	RPZA	2"	Febco		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
149.	P1- 3010130002	B301013	South	Top parallel valve	RPZ	2"	Febco		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
150.	P1- 3010130003	B301013	South	Mechanical Room	RPZ	0.75"	WATTS		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
151.	P1- 3010130004	B301013	South	Mech.Room	DC	1-1/2"	Febco		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
<b>South Fulton Multipurpose Center</b> 4255 Will Lee Rd., College Park, GA 30349												
152.	P1- 2510130001	B251013	South	Pool Mech. Room	RPZ	1"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
153.	P1- 2510130002	B251013	South	Pool Mech. Room	RPZ	3"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
154.	P1- 2510130003	B251013	South	Mech.Room Pool	RPZ	2 1/2"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
155.	P1- 2510130004	B251013	South	Mech.Room, Pool	RPZ	2"	Wilkins		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>	
<b>South Fulton Regional Library</b> 4055 Flat Shoals Rd., SW, Union City, GA 30291												
156.	P1- 4480130001	B448013	South	Mech. Room Outside	RPZ	2"	Watts		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>	

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

<b>South Fulton Service Center</b> 5605 Stonewall Tell Rd., College Park, GA 30349										
157.	P1- 6020130001	B602013	South	At Street		1"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
158.	P1- 6020130002	B602013	South	Vault		6"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
159.	P1- 6020130003	B602013	South	Mech. Rm.		3/4"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
160.	P1- 6020130004	B602013	South	Next to bldg.		1-1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>South Training Center</b> 2605 Fairburn Rd., SW, Atlanta, GA 30331										
161.	P1- 3080330001	B308033	South	Mech. Rm.		2-1/2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
162.	P1- 3080330002	B308033	South	Mech. Rm.		1-1/2"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
163.	P1- 3080330003	B308033	South	Janitors Room		3/4"		\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Southeast Neighborhood Senior Center</b> 1650 New Town Cir., Atlanta, GA 30315										
164.	P1- 3730120005	B373013	South	Mech. Rm.	DCVA	1"	Watts	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
165.	P1- 3730130001	B373013	South	In Vault	DCVA	2"	WATTS	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
166.	P1- 3730130002	B373013	South	In Vault	DCDA	6"	Ames	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
167.	P1- 3730130003	B373013	South	In Vault	RPZ	1 1/2"	WATTS	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>

#19ITB120622C-BKJ  
Testing and Repair of Backflow DevicesSection 2  
Bid Form

168.	P1- 3730130004	B373013	South	Vault, Right of Entrance	DCV	3/4"	Ames	\$ <u>87</u>	\$ <u>90</u>	\$ <u>94</u>
<b>Southwest Arts Center</b> <b>915 New Hope Rd., SW, Atlanta, GA 30331</b>										
169.	P1- 3800130001	B380013	South	In Yard	DCDA	8"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
170.	P1- 3800130002	B380013	South	In Yard	DCVA	2"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
171.	P1- 3800130003	B380013	South	In Yard	DCVA	1"	WATTS	\$ <u>98</u>	\$ <u>102</u>	\$ <u>106</u>
<b>Southwest Regional Library</b> <b>3665 Cascade Rd., SW, Atlanta, GA 30331</b>										
172.	P1- 4400130001	B440013	South	Vault		2-1/2"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
173.	P1- 4400130002	B440013	South	Vault		8"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
174.	P1- 4400130003	B440013	South	Front Lawn	DCVA	2"	Watts	\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
175.	P1- 4400130004	B440013	South	Storage Rm.		1"		\$ <u>90</u>	\$ <u>94</u>	\$ <u>97</u>
<b>New Senior Center(Facility Name is under review)</b> <b>2893 Lakewood Ave., S W, Atlanta, GA 30315</b>										
176.	P1- 4230130001	B423013	South	Front Yard		1"		\$ <u>130</u>	\$ <u>135</u>	\$ <u>141</u>



#19ITB120622C-BKJ  
 Testing and Repair of Backflow Devices

Section 2  
 Bid Form

<b>Palmetto Library</b>										
<b>9111 Cascade Palmetto Hwy, Palmetto, GA 30268</b>										
177.	P1- 2350130001	B414023	South	Mech. Rm.		2-1/2"		\$ 130	\$ 135	\$ 141
178.	<b>TOTAL SOUTH ZONE (LINES 110 - 177)</b>							\$ 3158	\$ 7162	\$ 7449

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

End of South Zone

**Part 2: Repair**

Repair will be allowed on the basis of '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.

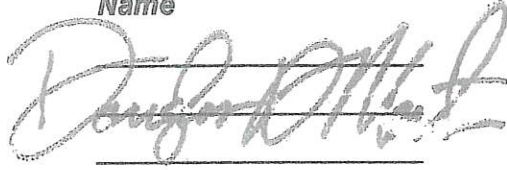
Labor charges for repairing the backflow device: \$ 85.00 per hour.

#19ITB120622C-BKJ  
Testing and Repair of Backflow Devices

Section 2  
Bid Form

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

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

**Name**  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address**  
1940 Riverside Parkway  
Lawrenceville GA 30043  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION

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:


\_\_\_\_\_ No \_\_\_\_\_ Dollars

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

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

ADDENDUM #	<u>N/A</u>	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: B&W Mechanical Contractors inc

Signed by:   
[Type or Print Name]

Title: Sales Manager

Business Address: 1940 Riverside Parkway

Lawrenceville GA 30043

Business Phone: 770-441-8238

**EXHIBIT E**

**PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** B&W Mechanical Contractors Inc on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

154115  
EEV/Basic Pilot Program\* User Identification Number

B&W Mechanical Contractors Inc  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

Sales Manager  
Title of Authorized Officer or Agent of Contractor

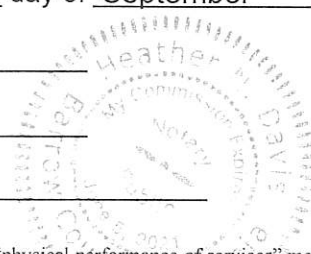
Don Carroll  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 30 day of September, 2019.

Notary Public: Heather Davis

County: Barrow

Commission Expires: 6/5/21



<sup>1</sup>O.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.

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

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: B&W Mechanical Contractors inc


Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Master Plumber - Non-Restricted

Professional License Number: MP207730

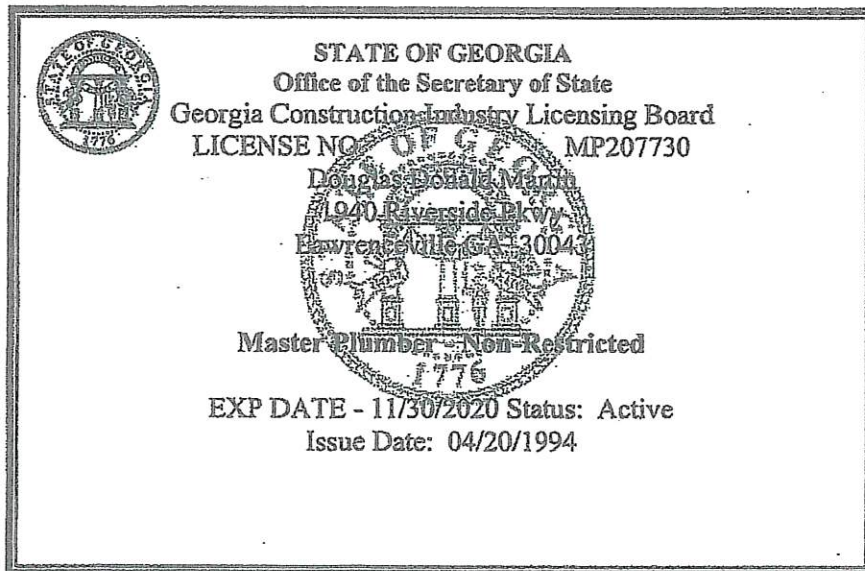
Expiration Date of License: 11/30/2020

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

Signed: 

Date: 9/30/2019

(ATTACH COPY OF LICENSE)



**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

Douglas Martin 1940 Riverside Parkway Lawrenceville GA 30040

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.

Consistent growth of 5-7% adding 2-3 full time employees to payroll.

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.

To best of my knowledge there hasnt been any previous relationships between B&W Mechanical Contractors Inc and Fulton County.

**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 Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO



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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty or/ 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 30 day of September, 2020

B&W Mechanical Contractors Inc 9/30/2019  
(Legal Name of Proponent) (Date)

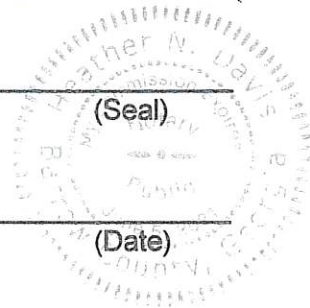
[Signature] 9/30/2019  
(Signature of Authorized Representative) (Date)

Sales Manager  
(Title)

Sworn to and subscribed before me,

This 30 day of September, 2019

[Signature]  
(Notary Public)



Commission Expires 6/15/21  
(Date)

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**


"Know all persons by these presents, that I/We ( Don Carroll ),  
Name

Sales Manager Title B&W Mechanical Contractors inc Firm Name

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

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

NAME: Don Carroll TITLE: Sales Manager

SIGNATURE: 

ADDRESS: 1940 Riverside Parkway  
Lawrenceville GA 30043

PHONE NUMBER: 770-441-5807 EMAIL: don.carroll@bwmech.com

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)	BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)	HISPANIC or LATINO	AMERICAN INDIAN or ALASKAN NATIVE (AIAN)	ASIAN	NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)	TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	2				2							
FIRST/MID LEVEL OFFICIALS and MANAGERS	4				2	1				1		
PROFESSIONALS	4				4							
TECHNICIANS	78				72	6						
SALES WORKERS												
ADMINISTRATIVE SUPPORT WORKERS		5				5						
CRAFT WORKERS												
OPERATIVES												
LABORERS & HELPERS	42	1			40	1	2					
SERVICE WORKERS												
<b>TOTAL</b>	<b>130</b>	<b>6</b>										

**FIRM'S NAME:** B&W Mechanical Contractors inc

**CONTACT NAME:** Don Carroll

**EMAIL:** don.carroll@bwmech.com      **PHONE NUMBER:** 770-441-8238

**SUBMITTED BY:** Don Carroll      **TITLE:** Sales Manager

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

Prime Bidder/Proposer Company Name B&W Mechanical Contractors inc

ITB/RFP Name & Number: 19ITB120600C-BKJ

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

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:  
 \$ 17,782.00 or 100 %

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

JV Partner(s) information:

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

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

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

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

---

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

---

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

---


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

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

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

**Total Percentage of Subcontractor Value: (%) 0%**

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

Signature:  Title: Sales Manager

Business or Corporate Name: B&W Mechanical Contractors inc

Address: 1940 Riverside Parkway  
Lawrenceville GA 30043

Telephone: (770 )441-8238

Fax Number: (770 )441-5807

Email Address: don.carroll@bwmech.com



## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS****Backflow Testing and Repair**

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

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

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

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

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Bodily Injury & Property Damage** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).
4. **UMBRELLA LIABILITY**  
(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000

**Certificates:**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis. .

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

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

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

Such certificates and notices shall be sent to:

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

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall li it or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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: B&W Mechanical Contractors Inc SIGNATURE: 

NAME: Don Carroll TITLE: Sales Manager

DATE: 9/30/2019



AGENCY CUSTOMER ID: B&WMECH-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Yates Insurance Agency		NAMED INSURED B & W Mechanical Contractors, Inc. 1940 Riverside Parkway Lawrenceville GA 30043	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

CGD316 11 11 Contractors XTEND Endorsement  
 CAT4740216 Blanket Additional Insured – Primary and Non-Contributory with Other Insurance  
 CAT3530215 Business Auto Extension Endorsement  
 CGD0230496 Schedule of Underlying Insurance  
 UM04880708 Waiver of our Right to Recover from Others  
 UM00011103 Commercial Excess Liability (Umbrella) Insurance  
 WC00031300 Waiver of Our Right to Recover from Others  
 RP0300 0216 Contractors Professional and Pollution Liability

# **EXHIBIT H**

## **PAYMENT & PERFORMANCE BONDS**

**No Bond were required for this Project**

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

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners



\_\_\_\_\_  
Don Carroll

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Board of  
Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>

Insurance Certificate to be attached



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

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONTRACTOR:

B & W Mechanical Contractors, Inc.

*Don Carroll*

Don Carroll

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Interim Clerk to the Board of  
Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*[Signature]*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph Davis*

Joseph Davis  
Director  
Department

ATTEST:

*[Signature]*  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

*Melissa Marie Ruark*  
Notary Public

County: EMMETT

Melissa Marie Ruark  
NOTARY PUBLIC  
Emmett County, GEORGIA  
My Comm. Expires  
01/02/2021  
(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

X RM

ITEM#: <u>0</u> RCS: <u>0</u> RECESS MEETING	ITEM#: <u>2019-0971</u> RM: <u>11/20/2019</u> REGULAR MEETING
---	--

Insurance Certificate to be attached