

The Genuine. The Original.



Overhead Door Company of Atlanta™
A DH PACE Company
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071
404-872-3667
OverheadDoorAtlanta.com

Overhead Door Company of Greater Hall County™
A DH PACE Company
2445 Hilton Drive, Unit #115
Gainesville, GA 30501
770-535-1009
OverheadDoorGreaterHallCounty.com

Overhead Door Company of Northeast Georgia™
A DH PACE Company
190 Ben Burton Rd, Suite E
Bogart, GA 30622
706-543-3667
OverheadDoorNortheastGA.com

PROPOSAL

Order # 247840
Quote Name Front Entry from 533730
Requested By Ent, Patrick
Estimator Christian Wilson

Date 09-21-2023

SOLD TO Fulton County General Services
141 Pryor Street, Suite G119
Do 520 0208230000000000164
Atlanta, GA 30303

PROJECT Washington Park Library
1116 Mlk Jr Drive
Atlanta, GA 30314

We propose to furnish and install (1) Custom Sized Piece of Insulated Glass.
This is two man work.

Pricing includes prior charges incurred from initial service, all material,
labor, and any applicable taxes. Please allow 5 to 10 business days from
receipt of signed proposal or issue of PO to order products, receive and
schedule installation of the above work. Installation to be performed during
regular business hours 8-5 M-F.

***Material and freight costs are anticipated to rise at unpredictable rates
over the next several months. This quotation is based on current pricing from
our suppliers and includes surcharges levied by the steel industry. Final
pricing will be determined at the time the order is released for fabrication,
if not accepted within date range noted below.***

Door ID

Table with 2 columns: Option Total, 7,990.00

***Material and freight costs are anticipated to rise at unpredictable rates over the next several months.
This quotation is based on current pricing from our suppliers and includes existing or announced
surcharges levied by the steel industry & freight carriers, as outlined above. Customer acknowledges
proposals for projects with extended durations may incur additional costs due to costs incurred from
unforeseeable future surcharges. Final pricing will be determined at the time the order is released for
fabrication, if not released within date range noted below***

Table with 2 columns: Total [USD], 7,990.00

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit
status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and
return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated,
the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part
of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract
between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are
cancelled. DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.

PROPOSAL - SELLER

ACCEPTANCE - BUYER

Christian Wilson 09-21-2023

Name Date

Name Date

TERMS AND CONDITIONS

NOTICE. Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.

Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID - 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.

Terms. The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

The Genuine. The Original.



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Overhead Door Company of Northeast Georgia™
A DH PACE Company
190 Ben Burton Rd, Suite E
Bogart, GA 30622
706-543-3667
OverheadDoorNortheastGA.com

PROPOSAL

Order # 247959
Quote Name Front Main Int from 533817
Requested By Ent, Patrick
Estimator Christian Wilson

Date 09-25-2023

SOLD TO Fulton County General Services
141 Pryor Street, Suite G119
Do 520 0208230000000000164
Atlanta, GA 30303

PROJECT College Park Library
3647 Main St
College Park, GA 30337

We propose to furnish and install (3) SOC HD Cap Screws.

*Door is working, needs screws for pivot set to make door AAADM compliant.

Pricing includes prior charges incurred from initial service, all material, labor, and any applicable taxes. Please allow 5 to 10 business days from receipt of signed proposal or issue of PO to order products, receive and schedule installation of the above work. Installation to be performed during regular business hours 8-5 M-F.

Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below.

Door ID

Option Total	1,050.00
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Total [USD]	1,050.00
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The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

PROPOSAL - SELLER

ACCEPTANCE - BUYER

Christian Wilson

09-25-2023

Name

Date

Name

Date

TERMS AND CONDITIONS

NOTICE. Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.

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Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

Overhead Door Co. of Atlanta

a division of D.H. Pace Co.
5105 Avalon Ridge Parkway
Peachtree Corners, GA 30071

Jordan Fisher, Key Account Manager
(404) 872-3667 Office
(615) 946-1735 Cell
(615) 865-9678 Fax
Jordan.Fisher@dhpaces.com

The Genuine. The Original.



Proposal #: JF-118572

PROPOSAL SUBMITTED TO: Fulton County DREAM			Date 8/22/2023	Attention Patrick Ent
STREET			Job Name Front Entrance - Side Door Replacement	
City	State	ZipCode	Job Location Atlanta, GA Sheriff Fleet Division Warehouse	
Phone Number	Fax Number		Job Phone	

OHD Scope of Work:

At Existing Entrance Door:

- Take down and haul away existing door and hardware.
- Furnish and Install hollow metal door into existing opening on full mortise continuous hinge.
- Door to come with narrow lite kit and 1/4 clear tempered glass.
- Hardware to consist of Von Duprin 99 rim panic, HES electric strike, reconnect wires from mag lock, LCN closer, bottom brush sweep, interior kickplate, and perimeter weather seal kit.
- Door to come in prime finish, painting done by others.
- OHD not responsible for access control wiring.

At Existing Side Door:

- Take down and haul away existing door and hardware. Set aside hinge and panic bar for customer.
- Furnish and Install hollow metal door into existing opening on full mortise continuous hinge.
- Hardware to consist of Von Duprin 22 rim panic, LCN closer, bottom brush sweep, interior kickplate, and perimeter weather seal kit.
- Door to come in prime finish, painting done by others.

PROPOSAL TO INCLUDE THE FOLLOWING:

Exclusions:

- Permitting
- Engineering
- Removal of obstructions: (utilities, structural components, bollards, etc)

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect."

All applicable taxes, labor, and material included in price. Please allow weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

Eight Thousand Two Hundred Thirty Five Dollars and No Cents

\$8,235.00

Signature

Jordan Fisher, Key Account Manager

Direct Dial: (678) 410-6873

TERMS AND CONDITIONS

Payment to be made as follows: A/R Upon Approval

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Overhead Door Co. of Atlanta

a division of D.H. Pace Co.
 5105 Avalon Ridge Parkway
 Peachtree Corners, GA 30071

Jordan Fisher, Key Account Manager
 (404) 872-3667 Office
 (615) 946-1735 Cell
 (615) 865-9678 Fax
 Jordan.Fisher@dhpaces.com

The Genuine. The Original.



Proposal #: JF-118800

PROPOSAL SUBMITTED TO: Fulton County DREAM			Date 9/1/2023	Attention Patrick Ent
STREET			Job Name Front Entrance Gate Operator Replacement	
City	State	ZipCode	Job Location Atlanta, GA Central Maintenance Facility	
Phone Number	Fax Number		Job Phone	

OHD Scope of Work:

At Existing Entrance Gate Operator:

- Disconnect existing gate and haul away.
- OHD to install new concrete pad for new gate operator.
- Furnish and Install new Door King 9150 onto new concrete pad.
- Connect existing electrical and controls.
- Furnish and Install 1) front omron for safety.
- Install new stainless steel chain and test cycle for proper operation.

PROPOSAL TO INCLUDE THE FOLLOWING:

Exclusions:

- Permitting
- Engineering
- Removal of obstructions: (utilities, structural components, bollards, etc)

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect."

All applicable taxes, labor, and material included in price. Please allow weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

Eleven Thousand Six Hundred Thirty One Dollars and No Cents

11,631.00

Signature _____

Jordan Fisher, Key Account Manager

Direct Dial: (678) 410-6873

TERMS AND CONDITIONS

Payment to be made as follows: A/R Upon Approval

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Overhead Door Co. of Atlanta

a division of D.H. Pace Co.
 5105 Avalon Ridge Parkway
 Peachtree Corners, GA 30071

Jordan Fisher, Key Account Manager
 (404) 872-3667 Office
 (615) 946-1735 Cell
 (615) 865-9678 Fax
 Jordan.Fisher@dhpaco.com

The Genuine. The Original.



Proposal #: JF-108890

PROPOSAL SUBMITTED TO: Fulton County DREAM			Date 9/25/2023	Attention Patrick Ent
STREET			Job Name Central Maintenance - Parts and Receiving Door	
City	State	ZipCode	Job Location	
Phone Number	Fax Number		Job Phone	

OHD Scope of Work:

At Existing Rolling Steel Door:

- Take down and haul away existing door and operator.
- Furnish and Install new 610 series rolling steel door into existing opening.
- Door to come with flat slats.
- Door to come with 1/2 RHX Operator with standard three button push station.
- Connect to existing customer power.
- Need to confirm phasing and voltage before ordering.

OHD to provide forklift for duration of install.

PROPOSAL TO INCLUDE THE FOLLOWING:

Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.

Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID - 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.

***Material and freight costs are anticipated to rise at unpredictable rates over the next several months. This

quotation is based on current pricing from our suppliers and includes surcharges levied by the steel industry. Final pricing will be determined at the time the order is released for fabrication, if not accepted within date range noted below***

All applicable taxes, labor, and material included in price. Please allow 1-3 weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

Twelve Thousand Eight Hundred Fifty Six Dollars and No Cents

\$12,856.00

Signature

Jordan Fisher, Key Account Manager

Direct Dial: (678) 410-6873

TERMS AND CONDITIONS

Payment to be made as follows: A/R Upon Credit Approval

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

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Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

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Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

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ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance