

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 1st of January, 2020, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	P & H Supply Company, Inc.
ITBC Contract No. & Title:	19ITBC120449A-CJC, Jetter Parts
Address:	253 South Whitehead Street, Warrenton, GA 30828
Telephone:	800-836-8705
Email:	phoffice@phsupplyco.com
Contact Name & Title:	Pamela K Johnson, President

This agreement was approved by the Fulton County Board of Commissioner on December 4, 2019, Item#19-0987.

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

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. Contract Term

- 1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the 1st January, 2020 and end on 31st December 2020. The "Commencement Term" of this Agreement shall begin on 1st January, 2020 the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st 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.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st 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.

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$51,043.11 (Fifty One Thousand, Forty Three Dollars and Eleven Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

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

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

P & H SUPPLY COMPANY, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Chief Deputy Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Pamela K. Johnson
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Commission Expires: _____

David Clark, Director
Public Works

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$51,043.11 (Fifty One Thousand, Forty Three Dollars and Eleven Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

FORM 3: BID FORM

Submitted To: Fulton County Government

Submitted By: P & H Supply Co., Inc.

For: **19ITBC120449A-CJC, Jetter Parts**

Submitted on August 21, 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 it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

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

THE 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)

\$ 51,043.18

(Dollar Amount in Numbers)

Fifty-one thousand, forty-three dollars and eighteen cents.

(Dollar Amount in Words)

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

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

BASE BID AMOUNT

<i>em lo.</i>	<i>Item Description</i>	<i>Manufacturer / Product No.</i>	<i>Estimated Quantity</i>	<i>Unit of Issue</i>	<i>Unit price (\$)</i>	<i>Extended tota (\$)</i>
1.	Southland Tool Company Model 3PG-1, 3 Prong Debris Grabber, South Fulton Sewer-2	ST-3PG-1	2	Each	93.32	186.65
2.	Southland Tool Company Model BT-8S, Vactor Trap Debris Catcher, South Fulton Sewer 2	ST-BT-8S	2	Each	249.31	498.62
3.	Southland Tool Company Model DB-8, Debris Basket 8 inch. South Fulton Sewer 2	ST-DB-8	2	Each	179.98	359.96
4.	Southland Tool Company Model DB-10, Debris Basket 10 inch. South Fulton Sewer 2	ST-DB-10	2	Each	193.98	387.96
5.	Southland Tool Company Model LC-9, Curved Chopper six (6) inch type. South Fulton Sewer 2	ST-LC-9	2	Each	66.66	133.32
6.	Southland Tool Company Model STD-6ST Steel Reinforced Fiberglass Poles, six (6) foot type, Male x Female, Eighteen (18) for South Fulton Sewer, Eighteen (18) for North Fulton Sewer.	ST-STD-6ST	36	Each	71.33	2567.74
7.	Piranha Hose Products Inc. Model SLSPOR-16 One (1) inch x 600 foot roll sewer cleaning hose. South Fulton Sewer 4 Rolls, North Fulton Sewer 4 Rolls	UEMP625-600	8	Each	1580.64	12,645.14
8	Piranha Hose Products Inc. Model HABU-12- ¾" x 700 foot rolls of sewer cleaning hose. South Fulton 3	UEMPAB230-700	3	Each	2301.99	6905.98
9.	Piranha Hose Product Inc. Model SHBK-10 - 5/8" x 600 'Sewer Cleaning Hose. North Fulton Sewer 4 - South Fulton Sewer 3	UEMP5504-600	7	Each	1393.19	9752.36
10	Piranha Hose Products Inc. Model SHBK-08 - ½" x 600 foot Sewer Cleaning Hose. South Fulton Sewer 2	UEMP5500-600	2	Each	1439.86	2879.71
1.	Piranha Hose Products Inc. LLGR-08 - ½" x 600 foot Sewer Cleaning Hose.	UEMP500-600	3	Each	1113.22	3339.67

	North Fulton Sewer – 3					
12	Piranha Hose Products Inc. Model LLRD-08 – ½" x 600 foot Sewer Cleaning Hose, North Fulton 3	UEMP5005-600	3	Each	1633.17	4899.51
3.	Sewer & Lateral Line Hose Fittings F16NPT16- one (1) inch Male fitting South Fulton Sewer – 12, North Fulton Sewer - 12	UE1161	24	Each	9.40	225.58
14	Sewer & Lateral Line Hose Fittings-F16FS16- One (1) inch Female Fittings – South Fulton Sewer – 12, North Fulton Sewer - 12	UE1161-FS	24	Each	37.09	890.04
15	Sewer & Lateral Line Hose Fittings F16MEND- One (1) inch Menders – South Fulton Sewer – 12, North Fulton Sewer - 12	UE1162	24	Each	12.95	310.90
16	Sewer & Lateral Line Hose Fittings FAR12NPT12 – ¾" Male Fittings South Fulton Sewer - 24	FAR12NPT12	24	Each	18.83	451.95
17	Sewer & Lateral Line Hose Fittings FAR12FS12- ¾" Female Fittings South Fulton Sewer - 24	FAR12FS12	24	Each	23.99	575.68
18	Sewer & Lateral Line Hose Fittings FAR12MEND- ¾" Hose Menders South Fulton Sewer -24	FAR12MEND	24	Each	18.83	451.95
19	Sewer & Lateral Line Hose Fittings FHP10NPT8- 5/8" Male Fittings North Fulton Sewer -12 South Fulton Sewer 12	UE1062ME-4000	24	Each	17.96	431.16
20	Sewer & Lateral Line Hose Fittings A08FPX08FS- 5/8" Female Adapter Fittings North Fulton Sewer – 12, South Fulton Sewer 12	A08FPX08FS	24	Each	10.83	259.97
21	Sewer & Lateral Line Hose Fittings FA10MEND – 5/8" Hose Menders, North Fulton Sewer 12, South Fulton Sewer 12	UE1062HM-4000	24	Each	27.71	665.00
22	Sewer & Lateral Line Hose Fittings FHP08NPT8- ½" Male Fittings, South Fulton Sewer 12	UE1050ME	12	Each	7.62	91.46
23	Sewer & Lateral Line Hose Fittings FHP08FS8- ½ inch Female Hose Fittings South Fulton Sewer 12	UE1050FES	12	Each	21.93	263.17
24	Sewer & Lateral Line Hose Fittings F08MEND- ½" Hose Menders- South Fulton Sewer 12	UE1050HM	12	Each	15.54	186.51
25	Sewer & Lateral Line Hose Fittings F08NPT8 – ½" Male Fittings North Fulton Sewer - 24	UEMPH5500-MALE	24	Each	5.54	133.05
26	Sewer & Lateral Line Hose Fittings F08FS8 – ½" Female Fittings North Fulton Sewer – 24	UEMPH5500-FES	24	Each	22.90	549.55
27	Sewer & Lateral Line Hose Fittings FLL08MEND- ½" Hose Menders North Fulton Sewer -24	UEMPH5500-MEND	24	Each	15.20	364.76

28	Sewer & Lateral Line Hose Fittings DP08TH – ½" Male Pushers North Fulton Sewer 1	DP08TH	1	Each	94.38	94.38
29	Sewer & Lateral Line Hose Fittings DP08FSTH – ½" Female Pushers – North Fulton Sewer 1	DP08FSTH	1	Each	94.38	94.38
30	Sewer & Lateral Line Hose Fittings DS08TH- ½" Dies	DS08TH	1	Each	129.15	129.15
31	Sewer & Lateral Line Hose Fittings DP12TH- Male Pusher ¾" Sewer Cleaning Hose South Fulton Sewer 1	DP12TH	1	Each	94.38	94.38
32	Sewer & Lateral Line Hose Fittings DP12FSTH – Female Pusher ¾" Sewer Cleaning Hose – South Fulton Sewer 1	DP12FSTH	1	Each	94.38	94.38
33	Sewer & Lateral Line Hose Fittings DSAR12TH – Dies for ¾" Sewer Cleaning Hose – South Fulton Sewer 1	DSAR12TH	1	Each	129.15	129.15
TOTAL (Lines 1 – 33)					<u>\$ 11,218.81</u>	<u>\$ 51,043.18</u>

BIDDER: P & H Supply Co., Inc.

Signed by: Pamela K. Johnson

[Type or Print Name]

Pamela K Johnson

Title: President

Business Address: 101 Lennox Ave.

Warrenton, GA 30828

Business Phone: 800-836-8705

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:

<i>Name</i>	<i>Address</i>
Pamela K. Johnson	101 Lennox Ave.
President	Warrenton, GA 30828

END OF SECTION

EXHIBIT 3

CONTRACT COMPLIANCE DOCUMENTS

FORM 1: PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Pamela K. Johnson),
Name

President

Title

P & H Supply Co., 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 Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: Pamela K Johnson

ADDRESS: 101 Lennox Ave. Warrenton, GA 30828

TELEPHONE NUMBER: 800-836-8705

FORM 2 – EMPLOYMENT REPORT

The demographic employment make-up for the business submitting this Quote must be identified and submitted with this bid. In addition, if any lower tier supplier(s) will be utilized by the bidder to provide the goods/commodities requested, the demographic employment make-up of the lower tier supplier(s) must be identified and submitted with your response.

JOB CATEGORIES	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 (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	X	X												
FIRST/MID LEVEL OFFICIALS MANAGERS	X													
PROFESSIONALS														
TECHNICIANS	X													
SALES WORKERS	X													
ADMINISTRATIVE SUPPORT WORKERS	X													
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

Do you intend to utilize lower tier suppliers? Yes ☐ No ☒

If **yes**, list each _____

Please identify if your business is 51% owned, operated and controlled by either of the following:

African- American ☐ Hispanic-American ☐ American-Indian ☐ Asian ☐ Native-Hawaiian ☐

Pacific Islander ☐ or; owned by a Non-Minority ☒

Firm's Name: P & H Supply Co., Inc.

Address: 101 Lennox Ave.

Phone: 800-836-8705

Email Address: phoffice@phsupplyco.com

Submitted by: Pamela K. Johnson - President

Date: August 21, 2019

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

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox ☒ Attest ☐ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Board of
Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Denval Stewart

2277A2CEF73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

65CE1C9FDD834B8...

David Clark

Director

Department

DocuSigned by:

Charles Ruffola

2393E07F48164DE...

Charles Ruffola PRESIDENT

ATTEST:

Name

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:



Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

☒

RM

ITEM#: _____	RCS: _____	ITEM#: 2019-0987	RM: 12/4/2019
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached



