

CONTRACT DOCUMENTS FOR

25ITB1336430C-JH(B)

On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide

For
Department Of Real Estate & Asset Management
Piedmont Door Automation LLC(B)

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CONTRACT AGREEMENT

Contractor: Piedmont Door Automation LLC

Contract No.: 25ITB1336430C-JH(B), On-Site Door Repair and Overhead

Door Preventive and Predictive Maintenance Countywide

Address: 67 American Way, Suite 160 DAWSONVILLE, GA 30534

Telephone: 404-205-8312

Email: Jadams@piedmontds.com

Contact: Jim Adams

Regional President

This Agreement made and entered into effective the 1st day of May 2025 by and between **FULTON COUNTY**, **GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Piedmont Door Automation LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "Department", desires to retain a qualified and experienced Contractor to perform countywide on-site door repair and overhead door preventive & predictive maintenance., 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;

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 April 16, 2025, and 25-0303.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform countywide on-site door repair and overhead door preventive & predictive maintenance. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of May 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

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 \$105,000.00, (one hundred five thousand dollars), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. 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**

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

of Consultant/Contractor.

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

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

- 18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.
- **18.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with copy to the County Attornev) that Consultant/Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

- **18.4.1** Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.
- 18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).
- **18.5** <u>Survival.</u> 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:

Joseph Davis, Director 141Pryor St SW Atlanta, Georgia 30303 Telephone: 404-612-3772

Email: joseph.davis@fultoncountyga.gov

Attention: Joseph Davis, Director

With a copy to:

Department of Purchasing & Contract Compliance Chief Purchasing Agent: Felicia Strong-Whitaker 130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303 Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker, Chief Purchasing Agent

Notices to Contractor shall be addressed as follows:

Piedmont Door Automation LLC 67 American Way, Suite 160, DAWSONVILLE, GA 30534

Telephone: 404-205-8312

Email: PiedmontATLservice@piedmontds.com Attention: Jim Adams, Regional President

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 31. FORCE MAJEURE

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

ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized

data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

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

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

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of

a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

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

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. WAGE CLAUSE

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

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

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA	PIEDMONT DOOR AUTOMATION LLC
Pocusigned by: Robert L. Pitts BA715B1426544E7	Signed by: Jim I Lams 3BC88D2C33E1419
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Jim Adams Regional President
ATTEST:	ATTEST:
Signed by: Daryak Shuu EEC476C4837648D	
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary
(Affix County Seal)	(Affix Corporate Seal)
APPROVED AS TO FORM:	ATTEST:
Signed by: Denval Stewart 88574564AFF0466	Patty McDaviel C81495A6D00E4F1
Office of the County Attorney	Notary Public
APPROVED AS TO CONTENT:	Dawson County:
Joseph Davis Joseph Davis, Director Department Of Real Estate & Asset Management	Commission Expires: Signed by:

		25-0303	04/16/2025
ITEM#:	RM:	ITEM#:	2NDRM: 047 107 2023
REGULAR MEE	TING	SECOND REG	BULAR MEETING

ADDENDA

EXHIBIT A GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

- any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
- 8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
- 9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
- 10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide on-site door repair and preventive and predictive maintenance services Countywide.

The pricing form lists the doors that need Preventive and/or Predictive Maintenance (PM).

Note: The doors listed in the **Pricing Forms, Section 2**, are the doors that need PM. The vendor will be required to repair these doors and any other door in the County buildings.

A. Visual and Audible Inspection

- A.1 Inspect general arrangement of door and mountings, wind locks, guides weather stripping, counterbalance etc.
- A.2 Inspect all pivot points, hinges, latches, and center roller supports as applicable
- A.3 Examine motor, starter, push button etc. where applicable
- A.4 Visually inspect gearboxes were used for leaks and damage to seals
- A.5 Check chain and hood condition in the case of roll up doors (Checkpoints for fire doors are shown separately)

B. Operations Check

- B.1 Manually open and close the door and check the swinging and listen for unusual noise if any
- B.2 Operate the door electrically where applicable and observe the operation
- B.3 Check the break release, motor disengagement clutch operation etc.
- B.4 Check the operation of electric eye where installed
- B.5 If activation mats are used check the mat molding and threshold
- B.6 Check and record time delay between automatic opening and closing of the door where automatic operation is provided
- B.7 Check the sensors inside and outside the door, where optical/thermal sensors are used
- B.8 Check automatic speed control in case of revolving doors. Record the speed
- B.9 Check card reading in the case of parking gates and other security enclosures

C. Preventive Maintenance: Roll-Up doors: Manual and Power Operated

- C.1 Clean the unit and components thoroughly
- C.2 Lubricate bearings and adjust springs. Lubricate sprockets and chains
- C.3 Replace or top off gearbox oil
- C.4 Replace weather stripping as required
- C.5 Blow-out dust from starting devices. Clean electric eye treadle and other operating or control devices
- C.6 Adjust limit switches if required

D. Preventive Maintenance: Swing doors, ADA equipped doors and Main Entrance

- D.1 Adjust door closer where required
- D.2 Clean out tracks. Clean pivot points and apply grease
- D.3 Adjust sag if any
- D.4 Inspect the supporting structures. Apply graphite as required. Wipe off excess graphite
- D.5 In case of revolving doors, inspect locking device. Set the emergency fold pressure on the door to manufacturer's prescribed limits

E. Preventive Maintenance: Gates with secured access

- E.1 Lubricate center gate support. Remove debris if any from the roller track
- E.2 Tighten bolts and mounting hardware as required
- E.3 Lubricate locking device as required
- E.4 Lubricate pivot points, hinges and latches
- E.5 Adjust linkage between motor and arm/gate
- E.6 Adjust arm pressure in the case of Arm Gates. Check and adjust sensitivity of embedded coils. Fill cracks, if any, in asphalt
- E.7 Clean the electrical circuit breakers and control panel

F. Maintenance of Fire doors and Fire Curtains Preventive Maintenance (PM) Checks

- F.1 Remove all hold open devices such as fusible links except approved electromagnetic hold open devices. Check hang and swing for close fit. Doors must latch on normal closing cycle and have a neat fit
- F.2 Test operation of panic hardware. Inspect door coordinates on pairs
- F.3 Check operation of smoke detectors or electromagnetic releasing devices, if any
- F.4 Inspect for damaged binding cable or chain and for proper threading through pulleys (Fire Curtains / Sliding doors)

- F.5 Check operation of heat activated devices other than fusible links
- F.6 Check counter-weight for proper suspension. (Fire curtains/sliding doors)
- F.7 Operate door by disconnecting counter-weights or other appropriate methods (Fire Curtains/Sliding doors)
- F.8 Check for proper fit in the binders. Inspect stay roll (Fire curtains / Sliding doors)
- F.9 Inspect the door for any breaks in the face covering of doors

G. Maintenance

- G.1 Adjust latch and electromagnetic devices where necessary
- G.2 Remove any obstruction that will retard full swing or movement of the door
- G.3 Lubricate all pivot points and pulleys
- G.4 Replace worn or damaged binding cable/chain and adjust to proper length
- G.5 Repair the door for any breaks in the face covering of doors

H. Repair and Replacement

Repair and maintenance will be considered on a case-by-case basis. The following guidelines shall apply:

- H.1 If, during the PM checks or maintenance, a defect is observed, the contractor shall report the matter to the Manager or his representative.
- H.2 Such report shall include a proposal for carrying out necessary repair job showing details of various costs involved
- H.3 The cost reported should show a break up of material cost and labor cost and shall include mark up or discounts as specified elsewhere in the specification
- H.4 The repair work shall be taken up only after receiving written approval from the Manager
- H.5 It will be the responsibility of the contractor to arrange all material required for the repairs
- I. Successful vendor is required to respond to call for repair and or installation work related to doors, including overhead doors in any facility within the geographic confines of Fulton County. The response to calls shall be as described as Item # 4.21 Delivery.
- **J.** The vendor is required to provide all tools necessary for the work and will be compensated based on the quoted hourly rate.
- **K.** Where materials/spare parts are required in excess of \$500, the vendor must submit an estimate to the Zonal Manager requesting for services. Any

- work of this nature shall be undertaken with the express approval of the Zonal Manager. See also Item # 4-15-2 Additional Parts, in this regard.
- L. The Bidder is required to carry out Preventive and Predictive Maintenance, in compliance with manufacturer's recommendations, of doors designated by the County. Such activities will be limited to high volume doors, ADA doors and revolving doors.
- M. The Bidder further understands that the Department of Facilities and Transportation Services shall have the right to schedule the Preventive Maintenance of listed doors and that listing in this ITB does not mean that all location listed will have a PM.

N. Vendor Qualifications:

- N.1 Bidder shall have at least five (5) years of experience in maintaining and repairing doors, including overhead doors. Additionally, the vendor must provide at least three (3) references, with names and telephone numbers of persons in charge, who will be able to verify the vendor's experience in this field.
 - N.2 Personnel: All personnel of the company that will work in County facilities must wear uniforms with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the bidder's name or the company's name printed at the back or either sides of the vehicle(s).
 - N.3 At least one (1) crew member should be able to communicate in English.

O. Parts and Pricing:

- O.1 The successful bidder is required to supply all parts associated with repair and routine maintenance under the scope of this specification.
- O.2 The successful bidder will be required to submit a complete estimate to include, parts and labor prior to performing any work. Failure to supply an estimate prior to commencement of work could result in non-payment of the invoice.
- O.3 Approval must be obtained from the appropriate Zonal Maintenance Manager or the Fulton County designated representative.
- P. Warranty Clause: The successful Bidder will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. If the spare part is covered by a

standard manufacturer's warranty greater than 90 days, then the vendor must extend that coverage to Fulton County.

Any additional repairs required within the warranty period will be at the expense of the successful Bidder. Parts will be replaced at no additional cost to Fulton County.

Q. Working Hours: This contract is to provide services twenty four (24) hours a day, seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A.M. through 5:00 P.M. Monday thru Friday, excluding Fulton County holidays.

Fulton County Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Juneteenth, Veteran's Day, Thanksgiving Eve, Thanksgiving Day and Christmas Eve, Christmas Day, New Year's Eve.

Rate for any work performed outside of normal working hours (including weekends and holidays) shall not exceed 1.5 times the rate for normal working hours. Holiday rates will apply only to holidays observed by Fulton County.

The successful Bidder is required to respond to all emergency calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

- **R.** Authorization to Place Calls: Failure to receive proper authorization prior to providing the service and/or parts can be grounds for nonpayment of the invoice.
- **S. Technical Reports:** The successful bidder shall submit a technical report on service calls within five (5) days of completion. The report must contain the following information:
 - a. Start Time & Completion Time
 - b. Date Service was performed
 - c. Location of Service
 - d. Person Requesting the Service
 - e. Itemized Parts List
 - f. Type of Door Repaired
 - g. Classification of the call (I.E., Emergency, High Priority or Routine)
 - h. Fulton County Building Asset Number

The successful Bidder may submit this information on the same form utilized for invoicing; however, the successful Bidder will not receive payment for any invoices until the technical report is received.

T. Inventory: The Bidder must certify below that he has a full inventory of parts and services required within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The Bidder understands that having the materials/supplies/services on an "if needed, as needed, and when needed" basis will be used in selecting the successful Bidder. Fulton County reserves the right to reject any Bidder failing to meet this requirement.

Location of Bidder's Facility (use additional sheets if necessary):

Parts	Service

- U. Delivery: Delivery requirements will be determined by the individual department managers; however, the successful Bidder must be capable of responding to emergency calls within two (2) hours. The successful Bidder is required to maintain a point of contact for service twenty four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful Bidder must respond to requests in accordance with the following criteria:
 - 1. **Emergency Requests:** Services and/or parts must be provided within two (2) hours. Comply: Yes ____ No ___
 - 2. **High Priority Requests:** Services and/or parts must be provided within twenty four (24) hours. Comply: Yes ____ No ___
 - 3. **Routine Requests:** Services and/or parts must be provided within three (3) days. Comply: Yes No

Service rates will be charged for emergency, urgent and routine requests according to the basic hourly rates bid:

- U.1 Vendors will use Real Estate and Asset Management service order number/s on their service ticket.
- U.2 Vendors will include the Real Estate and Asset Management service order number/s related to the service call on the invoice.
- V. Invoicing: Invoices submitted against the contract must include the information required in the technical report (Item #4.19). The vendor must include in the invoice, at a minimum, the Fulton County Building name and the Service Order number(s) for each facility invoiced. Invoices will be returned unpaid to the successful Bidder when one of the following conditions exists:

- 1. Invoices contain charges for items not referenced in the original bid schedule (I.E. trip charges, restocking fees, handling fees, mileage, taxes, and any charges for consumables normally used for such maintenance activities like rags, WD-40 etc.)
- 2 Invoice contains any charges for disposal of waste generated during the maintenance/repair operations
- 3. Invoices do not contain all required information (I.E. location, Purchase Order Number and Building Asset Number and the Facilities and Transportation Services Service Order number(s)
- 4. The pricing on the invoice does not correspond to the bid price

EXHIBIT D COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$105,000.00, (one hundred and five dollars), 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:	Piedmont Door Solution	25

For: 25ITB133640C-JH, On-Site Door Repair and Overhead Door Preventive and Predictive

Maintenance Countywide

Submitted on 319

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

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

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

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

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

BASE BID AMOUNT (Total Base Bid Amount)

Please fill in below, the total of all costs from Line Item #59 "Year 2025 Annual Cost" plus costs on line items #60, #61 and #62

mousand one flundred Sixty

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.

BASE BID AMOUNT

Service Year 2025

Information in the following sections will be used for comparing the bids. Fulton County guarantee that work be performed on any or all of these sites; however, should the County decide to get the Preventive Maintenance (PM) done the rates quoted will be applied. The rates quoted must include all applicable charges. Submitting incomplete information below could make your bid non-responsive.

Bid Cost Terminology:

1) Semi-Annual Preventative Maintenance Cost- Provide cost for 6-Month Preventive Maintenance Services for the quantity stipulated.

2) Annual Cost - Semi-Annual Preventive Maintenance Cost multiplied by 2.

No	Building Code	Building Name	Zone	Qt	Type of doors* (*see legend below)	Semi- Annual PM Cost/buildi ng	Year 2025 Annual Cost
		Central Fulton Service Area					
1	B600032	Charles L. Carnes Justice Center Building of FC	Central	Pa	4 (A), 1(C), 1(E), 2 (H)	\$630.00	\$1260,00
2	B600012	Fulton County Courthouse	Central	6	6 (A)	\$630,00	\$ 1260,00
3	B613012	Government Center - Assembly Building	Central	18	1(Q), 1(A)	\$ 105,00	\$ 210,00
4	B613062	Government Center - Atrium Building	Central	4	4 (A) (large glass)	\$ 420,00	\$ 840,00
5	B613022	Government Center - Midrise Building	Central	1	1 (F)	\$ 105,00	\$ 210,00
6	B613042	Government Center - Public Safety Building	Central	3/2	2(C), 2 (A) large, 1(F)	\$ 315,00	\$ 630,00
7	B613052	Government Center - Tower Building	Central	6	4 (A), H(2)	\$ 630,00	\$1260,00
8	B600052	Justice Tower - Was Justice Center Tower	Central	\$m	3 (C), 2(B), 1(A), 2 (H), 2 (D)	\$ 525,0	\$ 1050,00
9	B506011	Judge Romae T Powell Juvenile Justice	Central	34	2(B), *(D), 1 (H), 2(C)	\$315,00	\$ 630,00
10	B815013	Medical Examiner's Office	Central	0×	*(P),	\$	\$ —
11	B400012	Central Library	Central	18	1 (F), Y(C)	\$ 105,00	\$ 210,00

Section 2 Bid Form

12	B374012	Helene S Mills Senior Center	Central	4	4 (F)	\$ 420,00	\$ 840,00
13	B433012	Ponce De Leon Library	Central	18	1 (F) 1(C)	\$ 105,00	\$ 216.00
14	B373013	Southeast Neighborhood Senior Center	Central	18	1(Q), 1(F)	\$ 105,00	\$ 210,00
15	B720012	Auburn Neighborhood Senior Center	Central	2	2 (A)	\$ 210,00	s 420,00
16	B423032	Metropolitan Library	Central	2	F (2)	\$ 20,00	s 420,00
17	B453012	Kirkwood Library	Central	2	F (2)	\$ 210,00	\$ 420,00
18	B408013	East Atlanta Library	Central	2	F (2)	\$ 2100	\$ 420,00
19	B458013	Southeast Library	Central	2	F (2)	\$ 210,00	\$ 420,00
		Greater Fulton Service Area					
20	B810013	Roswell Neighborhood Senior Center	North	2	2(A)	\$ 210,00	\$ 420,00
21	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)	\$ 105,00	\$ 210,00
22	B342013	Central Training Center	South	1	1(A)	\$ 105:00	\$ 210,00
23	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)	\$ 105,00	\$ 210,00
24	B440013	Southwest Regional Library	South	1	1(A)	\$ 105,00	\$ 210,00
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)	\$105,00	\$ 210,00
26	B435011	Alpharetta Library	North	1	1 (F)	\$ 105,00	\$ 210,00
27	B431012	Buckhead Library	North	1	2 (F)	\$ 105,00	\$ 810,00
28	B501022	Central Maintenance Facility	North	20	28 (C)	\$ —	\$ —
29	B501672	Central Maintenance Facility Sign	North	KO	1(0)	\$	\$
30	B404023	College Park Library	North	1	1 (A)	\$105,00	\$310,00
31	B603052	D.A. Pearson Maint. Storage, Pest	North	OR	HE	\$ —	\$ —
32	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	DX	TO(C)	\$ -	\$
33	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)	\$ 105,00	\$ 210,00
34	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)	\$105,00	\$ 210,00
35	B606122	FCPD Tactical Operation and Planning Center	North	ox	340)	\$ —	\$
36	B603012	Facilities and Transportation Services, Electronics Division Bldg A	North	OY	3(C)	\$	\$ —
37	B603042	Facilities and Transportation Services, Material Management Bldg D	North	OX	310)	\$	\$
38	B370013	Harriett G Darnell Senior	North	26	*(D) 2(A)	\$210,00	\$ 4200
39	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)	\$ 20,00	\$420,00
40	B430012	Northside Library	North	1	1A	\$101,00	\$ 210,00
41	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F	\$105,00	\$ 210,8

42	B436011	Roswell Library	North	2	2 F	\$ 210,00	\$420,00
43	B421011	Sandy springs Library	North	1	A 1	\$105,00	\$ 210,00
44	B427013	Adams Park library	South	3	F2	\$ 210,00	\$420,00
45	B434012	Adamsville/ Collier Heights Library	South	2	A 2	\$ 210,00	\$ 420,00
46	B824103	Camp Creek House Admin. Bldg	South	DX	DI	\$	\$
47	B342013	Central Training Center	South	2	F2	\$20,00	\$470,00
48	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	2	2 (F)	\$ 210,00	\$ 420.00
49	B404023	College Park Library	South	7	2 (F)	\$ 20,00	\$ 420,00
50	B320013	College Park Regional Health Center	South	1	1F	\$ 105,00	\$ 210,0
51	B425013	East Point Library	South	1	1 (A)	\$ 105,00	\$ 210,00
52	B710013	H J C Bowden Senior Multipurpose Facility	South	3	(A) (F) 2	\$ 315,00	\$ 630,00
53	B371013	Hapeville Senior Center	South	2	(F) 2	\$ 210,00	\$ 420,00
54	B816123	Oak Hill Homes Administration	South	16	7021	\$	\$
55	B811013	Palmetto Neighborhood Senior	South	2	(F) 2	\$ 210,00	\$420,00
56	B448013	South Fulton Regional Library	South	2	(F) 2	\$ 210,00	\$420,00
57	B380013	Southwest Art Center	South	1	1F	\$ 105,00	\$ 210,00
58	B440013	Southwest Regional Library	South	1	1F	\$105,0	\$ 210,00
59	Total Cost Line Items #1 through #58 (Year 2025)			96	96	\$(0070%	\$20160,00

LEGEND

A - Do	uble Swing	Doors
(C) Roll	up doors -	- Electrical
(=) - ·		

B- Revolving Doors
D-Sliding Gates

(E-)Parking Gates F – Sliding Doors

H - Handicap Access Doors

60. Cost of Labor applicable for service calls:

Normal Working Hours

(a) \$ 105 per Hour x (b) Estimated - 400 hours

61. Cost of Labor applicable for service calls:

Other than Normal Working Hours

(c) \$
$$130$$
 per Hour (d) Estimated : 100 hours
Total = (c) x (d) \$ 13 , ∞

62. Truck charges if applicable:

(d) Per-trip charges \$____(f) Estimated trips: 200

Total charges = (e) x (f)\$

Pricing Sheet for Service Year 2026 for Door Maintenance

No	Building Code	Building Name	Zone	Qt	Type of doors* (*see legend below)	Semi- Annual PM Cost/buildi ng	Year 2026 Annual Cost
		Central Fulton Service Area					
1	B600032	Charles L. Carnes Justice Center Building of FC	Centr	6	4 (A), 4 (C), 1(E), 2 (H)	\$ 660,00	\$ 1320,00
2	B600012	Fulton County Courthouse	Centr	6	6 (A)	\$ 660,00	\$ 1320,00
3	B613012	Government Center - Assembly Building	Centr	12	1(C), 1(A)	\$110,00	\$ 220,00
4	B613062	Government Center - Atrium Building	Centr	4	4 (A) (large glass)	\$ 440,90	\$ 880,00
5	B613022	Government Center - Midrise Building	Centr	1	1 (F)	\$ 110,00	\$ 220,00
6	B613042	Government Center - Public Safety Building	Centr	35	2(C), 2 (A) large, 1(F)	\$ 330,00	\$ 660,00
7	B613052	Government Center - Tower Building	Centr	6	4 (A), H(2)	\$ 660,00	\$ 1320,00
8	B600052	Justice Tower - Was Justice Center Tower	Centr	50	3(C), 2(B), 1(A), 2 (H), 2(D)	\$550.00	\$1100,00
9	B506011	Judge Romae T Powell Juvenile Justice	Centr al	32	2(B), 4(D), 1 (H), 2(C)	\$ 330,00	\$60,00
10	B815013	Medical Examiner's Office	Centr	OA	4(8),	\$ -	\$
11	B400012	Central Library	Centr	12	1 (F), 1(C)	\$ 1/0,00	\$ 220.00
12	B374012	Helene S Mills Senior Center	Centr al	4	4 (F)	\$440,00	\$ 880,00
13	B433012	Ponce De Leon Library	Centr	12	1 (F) 1(e)	\$ [16,00	\$ 770,8
14	B373013	Southeast Neighborhood Senior Center	Centr	12	1(6), 1(F)	\$110,00	\$ 220,00
15	B720012	Auburn Neighborhood Senior Center	Centr al	2	2 (A)	\$ 270,00	\$ 440,00
16	B423032	Metropolitan Library	Centr al	2	F (2)	\$ 220,5	s 440, a
17	B453012	Kirkwood Library	Centr	2	F (2)	\$ 220,00	\$ 440 a

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18	B408013	East Atlanta Library	Centr	2	F (2)	\$ 220,00	\$440,00
19	B458013	Southeast Library	Centr al	2	F (2)	\$ 220,90	\$440,00
		Greater Fulton Service Area					
20	B810013	Roswell Neighborhood Senior Center	North	2	2(A)	\$ 220,00	\$440,00
21	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)	\$ 110,00	\$ 270,80
22	B342013	Central Training Center	South	1	1(A)	\$110,00	\$ 220,0
23	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)	\$110,00	\$ 220.00
24	B440013	Southwest Regional Library	South	1	1(A)	\$ [10,00	\$ 220.9
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)	\$ 110,00	\$ 220,00
26	B435011	Alpharetta Library	North	1	1 (F)	\$110,00	\$ 220,00
27	B431012	Buckhead Library	North	1	2 (F)	\$ 110,00	\$ 220.00
28	B501022	Central Maintenance Facility	North	10	28(6)	\$	\$
29	B501672	Central Maintenance Facility Sign	North	10	1(0)	\$	\$ —
30	B404023	College Park Library	North	1	1 (A)	\$ 110,00	\$ 220,00
31	B603052	D.A. Pearson Maint. Storage, Pest	North	7	4-(0)	\$	\$
32	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	70	10-(0)	\$	\$ —
33	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)	\$ 110,00	\$ 220,00
34	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)	\$ 10,00	\$ 220,0
35	B606122	FCPD Tactical Operation and Planning Center	North	10	3(8)	\$	\$
36	B603012	Facilities and Transportation Services, Electronics Division Bldg A	North	1	3(0)	\$	\$
37	B603042	Facilities and Transportation Services, Material Management Bldg D	North	1	2(0)	\$	\$
38	B370013	Harriett G Darnell Senior	North	200	4(D) 2(A)	\$ 220,00	\$ 440,00
39	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)	\$ 220,00	\$ 440.00
40	B430012	Northside Library	North	1	1A	\$ / 17,00	\$ 220,00
41	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F	\$ (10,00	\$ 220,00
42	B436011	Roswell Library	North	20	2 F	\$220,00	\$ 440,00
43	B421011	Sandy springs Library	North	1	A 1	\$110,00	\$ 220,50
44	B427013	Adams Park library	South	24	F2	\$ 22000	\$ 440,00
45	B434012	Adamsville/ Collier Heights Library	South	LA	A 2	\$20,00	\$ 440,00
46	B824103	Camp Creek House Admin. Bldg	South	07	-94	\$	\$

47	B342013	Central Training Center	South	3	F 2	\$ 220,00	\$ 440,00
48	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	24	2 (F)	\$ 220,00	\$ 440,00
49	B404023	College Park Library	South	24	2 (F)	\$ 220,00	\$ 440,00
50	B320013	College Park Regional Health Center	South	1	1F	\$ 110,00	\$ 220,00
51	B425013	East Point Library	South	1	1 (A)	\$ 10,00	\$ 220,00
52	B710013	H J C Bowden Senior Multipurpose Facility	South	3+	(A) (F) 2	\$ 330,00	\$ 660,00
53	B371013	Hapeville Senior Center	South	34	(F) 2	\$ 220,90	\$440,00
54	B816123	Oak Hill Homes Administration	South	A	(D)	\$ —	\$ —
55	B811013	Palmetto Neighborhood Senior	South	27	(F) 2	\$ 220,0	\$ 440,00
56	B448013	South Fulton Regional Library	South	2	(F) 2	\$ 220,00	\$ 440,00
57	B380013	Southwest Art Center	South	1	1F	\$ \$10,00	\$ 220,00
58	B440013	Southwest Regional Library	South	1	1F	\$ 110,00	\$ 220,00
59	Total Cost Line Items #1 through #58 (Year 2026)			96	96 1	10560,00	\$ 21120.00

LEGEND

A - Double Swing Doors	
C-Roll up doors – Electrical	
E-Parking Gates	



60. Cost of Labor applicable for service calls:

Normal Working Hours

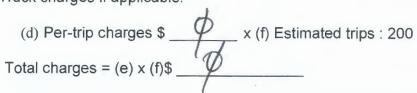
(a) \$
$$100$$
 per Hour x (b) Estimated : 400 hours
Total = (a) x (b) \$ $44,00,00$

61. Cost of Labor applicable for service calls:

Other than Normal Working Hours

(c) \$
$$135$$
 per Hour x (d) Estimated: 100 hours
Total = (c) x (d) \$ $27,000$

62. Truck charges if applicable:



Pricing Sheet for Service Year 2027 for Door Maintenance

No	Building Code	Building Name	Zone	Qt	Type of doors* (*see legend below)	Semi- Annual PM Cost/buildi ng	Year 2027 Annual Cost
		Central Fulton Service Area					
1	B600032	Charles L. Carnes Justice Center Building of FC	Centr	6	4 (A), 1 (C), 1(E), 2 (H)	\$ 690,00	\$ 1380,00
2	B600012	Fulton County Courthouse	Centr	6	6 (A)	\$690,00	\$/380,00
3	B613012	Government Center - Assembly Building	Centr	12	1(C), 1(A)	\$115,00	\$ 730,00
4	B613062	Government Center - Atrium Building	Centr	4	4 (A) (large glass)	\$ 460,00	\$ 970,00
5	B613022	Government Center - Midrise Building	Centr	1	1 (F)	\$ 115,00	\$ 230,00
6	B613042	Government Center - Public Safety Building	Centr	25	2-(e), 2 (A) large, 1(F)	\$ 230,04	\$ 460,00
7	B613052	Government Center - Tower Building	Centr	6	4 (A), H(2)	\$690,00	\$1390,00
8	B600052	Justice Tower - Was Justice Center Tower	Centr	510	3 (C), 2(B), 1(A), 2 (H), 2(D)	\$575,0	\$ [150,00
9	B506011	Judge Romae T Powell Juvenile Justice	Centr	30	2(B), 4-(D), 1 (H), 2-(C)	\$ 345,00	\$ 620,00
10	B815013	Medical Examiner's Office	Centr	OA	4(D),	\$ —	\$
11	B400012	Central Library	Centr	12	1 (F), 4(C)	\$ 115,00	\$ 230,00
12	B374012	Helene S Mills Senior Center	Centr	4	4 (F)	\$ 460,00	\$ 920,00
13	B433012	Ponce De Leon Library	Centr	12	1 (F)_1(e)	\$115,00	\$ 230,00
14	B373013	Southeast Neighborhood Senior Center	Centr	12	1(B), 1(F)	\$ 118,00	\$ 230,00
15	B720012	Auburn Neighborhood Senior Center	Centr	2	2 (A)	\$ 230,00	\$4600
16	B423032	Metropolitan Library	Centr al	2	F (2)	\$ 230,90	\$460,00
17	B453012	Kirkwood Library	Centr al	2	F (2)	\$ 230,0	\$ 460,00
18	B408013	East Atlanta Library	Centr al	2	F (2)	\$230,00	\$ 460,00
19	B458013	Southeast Library	Centr al	2	F (2)	\$230,00	\$ 460,00
		Greater Fulton Service Area					
20	B810013	Roswell Neighborhood Senior Center	North	2	2(A)	\$ 230,00	\$ 460,00
21	B800243	Camp Truitt Neighborhood Senior Center	South	1	1(A)	\$ 115,00	\$ 230,00
22	B342013	Central Training Center	South	1	1(A)	\$15,00	\$ 230,00

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23	B710013	H.J.C Bowden Senior Multipurpose Facility	South	1	1(A)	\$ 115.00	\$ 230,00
24	B440013	Southwest Regional Library	South	1	1(A)	\$ 115,00	\$ 230,00
25	B606022	Airport-FAA, Fire Department	North	1	1 (A)	\$115,00	\$23000
26	B435011	Alpharetta Library	North	1	1 (F)	\$115.00	\$230,0
27	B431012	Buckhead Library	North	1	2 (F)	\$115,00	\$230,00
28	B501022	Central Maintenance Facility	North	9	_28(C)	\$	\$
29	B501672	Central Maintenance Facility Sign	North	ox	1(0)	\$ -	\$
30	B404023	College Park Library	North	1	1 (A)	\$ 115,00	\$ 230,5
31	B603052	D.A. Pearson Maint. Storage, Pest	North	9	1(e)	\$	\$
32	B603022	D.A. Pearson Maint. Complex, Bldg.B	North	07	10 (C)	\$	\$
33	B360012	Dorothy C. Benson Senior Multi.	North	1	6 (F)	\$ 115,00	\$ 230,00
34	B455012	Dr. Robert E. Fulton Regional Library	North	1	1 (F)	\$ 15,00	\$ 230,00
35	B606122	FCPD Tactical Operation and Planning Center	North	9	-3(C)	\$ —	\$
36	B603012	Facilities and Transportation Services, Electronics Division Bldg A	North	07	-3(C)	\$	\$
37	B603042	Facilities and Transportation Services, Material Management Bldg D	North	X	2401	\$	\$
38	B370013	Harriett G Darnell Senior	North	16	4(-B) 2(A)	\$ 460,00	\$ 920,00
39	B891012	New Horizons Neighborhood Senior Center	North	2	2(A)	\$ 230,00	\$ 460,00
40	B430012	Northside Library	North	1	1A	\$ 115,50	\$ 230,00
41	B428012	Northeast/Spruill oaks Regional Library	North	1	1 F	\$ (15,00	\$ 230.00
42	B436011	Roswell Library	North	24	2 F	\$ 2,30,00	\$460,00
43	B421011	Sandy springs Library	North	1	A 1	\$ 155,00	\$ 250,00
44	B427013	Adams Park library	South	27	F2	\$ 230,0	\$460,00
45	B434012	Adamsville/ Collier Heights Library	South	23	A 2	\$ 230,00	\$460,00
46	B824103	Camp Creek House Admin. Bldg	South	Qr	01	\$	\$
47	B342013	Central Training Center	South	21	F 2	\$ 230,00	\$460,00
48	B447013	Cleveland Avenue Roy Lyndell Yancy, Sr. Library	South	3	2 (F)	\$ 230,00	\$460,0
49	B404023	College Park Library	South	24	2 (F)	\$ 230,00	\$ 460 P
50	B320013	College Park Regional Health Center	South	1	1F	\$11550	\$ 230,00
51	B425013	East Point Library	South	1	1 (A)	\$ 155,00	\$ 230,00
52	B710013	H J C Bowden Senior Multipurpose Facility	South	3+	(A) (F) 2	\$345,00	\$ 690,00
53	B371013	Hapeville Senior Center	South	2,1	(F) 2	\$230,00	\$ M60,00

25ITB1336430C-JH On-site Door Repair, Over Head Door Preventive and Predictive Maintenance Countywide

Section 2 Bid Form

54	B816123	Oak Hill Homes Administration	South	9	<u>(D)</u>	\$	\$ —
55	B811013	Palmetto Neighborhood Senior	South	4	(F) 2	\$ 230,00	\$ 460,00
56	B448013	South Fulton Regional Library	South	4	(F) 2	\$ 230.00	\$ 460,0
57	B380013	Southwest Art Center	South	1	1F	\$ 115,00	\$ 230,00
58	B440013	Southwest Regional Library	South	1	1F	\$ 115,00	\$ 230,00
59	Total Cost Line Items #1 through #58 (Year 2027)	\$		96	96	\$11040,00	\$22080,00

LEGEND

A – Double Swing Doors	B- Revolving Doors	
A – Double Swing Doors Roll up doors – Electrical	D-Sliding Gates	
E Parking Gates	F - Sliding Doors	H - Handicap Access Doors

60. Cost of Labor applicable for service calls:

Normal Working Hours

(a) \$
$$\frac{115}{}$$
 per Hour x (b) Estimated - 400 hours
Total = (a) x (b) \$ $\frac{46000}{}$

61. Cost of Labor applicable for service calls:

Other than Normal Working Hours

(c) \$
$$\frac{140}{\text{Total}} = (c) \times (d)$$
 per Hour $\times (d)$ Estimated – 100 hours

62. Truck charges if applicable: