



**CONTRACT DOCUMENTS FOR  
21ITBC000022A-CJC**

**Jetter Parts**

**For**

**Public Works**

## CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the 1<sup>st</sup> of January, 2022, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

<b>Contractor:</b>	<b>Municipal Equipment Exporters, Inc. dba Max-Life Manufacturing Corporation</b>
<b>ITBC Contract No. &amp; Title:</b>	<b>21ITBC00022A-CJC, Jetter Parts</b>
<b>Address:</b>	<b>7330 Melrose Street Buena Park, CA 90621</b>
<b>Telephone:</b>	<b>(714) 898-4830</b>
<b>Email:</b>	<a href="mailto:bernardo@maxlifemfg.com">bernardo@maxlifemfg.com</a>
<b>Contact Name &amp; Title:</b>	<b>Bernardo Hernandez, Operations Manager</b>

This agreement was approved by the Fulton County Board of Commissioner on 1<sup>st</sup> of December. 2021, Item#21-0977.

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 1<sup>st</sup> of January, 2022 and end on 31<sup>st</sup> of December, 2022. The "Commencement Term" of this Agreement shall begin on 1<sup>st</sup> of January, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2022. 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 1<sup>st</sup> day of January, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. 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 \$57,777.12 (Fifty Seven Thousand, Seven Hundred Seventy Seven Dollars and Twelve 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

DocuSigned by:  
Robert L. Pitts  
14E1BAA5F6A6A

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
Tonya R. Grier  
EEC41C8B704ED

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:  
Denzel Stewart  
2772AC0F781452

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
David Clark  
65CE1C9FD0348B

David Clark, Director  
Public Works

CONTRACTOR:

MUNICIPAL EQUIPMENTTTT EXPORTERS,  
INC. DBA MAX-LIFE MANUFACTURING  
CORPORATION

Bernardo Hernandez  
Operations Manager

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

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

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

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: 2021-0977 RM: 12/1/2021 REGULAR MEETING
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**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

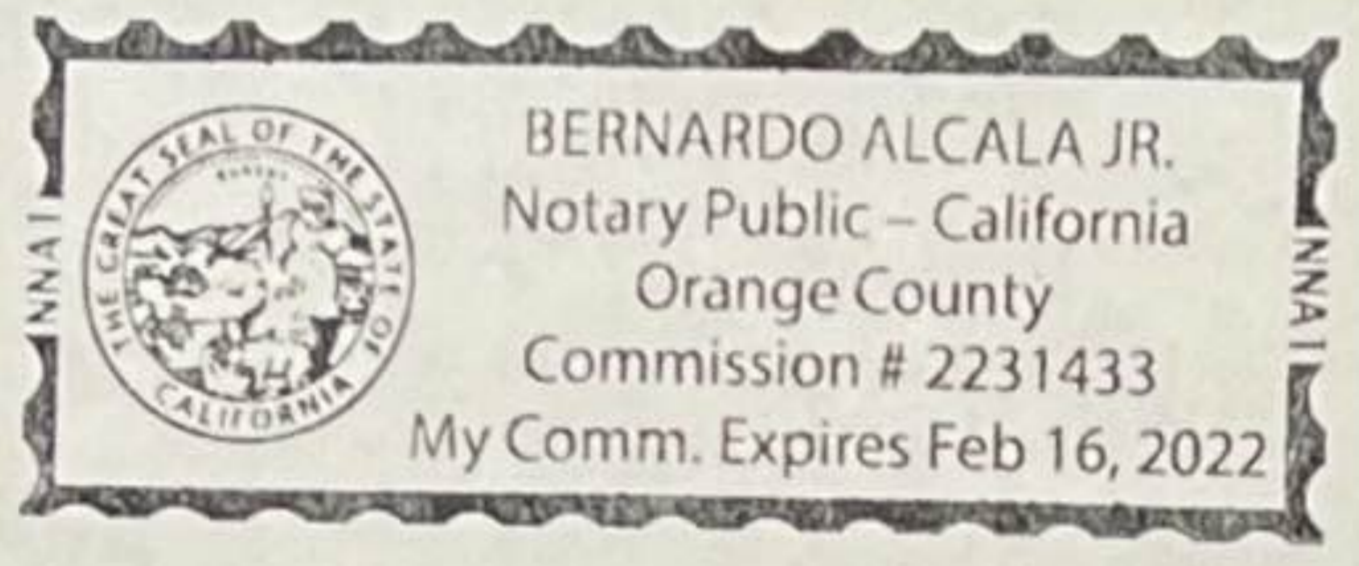
State of California

County of ORANGE

On Dec. 28th, 2021 before me, Bernardo Alcala Jr. Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Bernardo Hernandez Arcevedo  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: CONTRACT.  
Document Date: Dec. 28th, 2021 Number of Pages: 1  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**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 \$57,777.12 (Fifty Seven Thousand, Seven Hundred Seventy Seven Dollars and Twelve Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.



**SECTION 2**

**FORM 3: BID FORM**

Submitted To: Fulton County Government

For: **21ITBC000022A-CJC, JETTER PARTS**

Submitted By: Municipal Equipment Exporters, Inc. DBA Max-Life Mfg. Corp.

Bid Due Date: Friday, October 1, 2021

**Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.**

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 in the itemized cost 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 TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

**TOTAL COST AMOUNT** (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ 57,435.12

**(Dollar Amount in Numbers)**

fifty seven thousand , four hundred thirty five and twelve 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 the estimated annual use and 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 item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) 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.

**Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITBC)**

<b>Item No.</b>	<b>Item Description</b>	<b>Manufacturer / Product No.</b>	<b>Estimated Quantity</b>	<b>Unit price (\$)</b>	<b>Extended total (\$)</b>
<b>1.</b>	Southland Tool Company Model 3PG-1, 3 Prong Debris Grabber, South Fulton Sewer-2	M3PG-1 MAX-LIFE	2	78.00	156.00
<b>2.</b>	Southland Tool Company Model BT-8S, Vactor Trap Debris Catcher, South Fulton Sewer 2	VTGV-8 MAX-LIFE	2	215.00	430.00
<b>3.</b>	Southland Tool Company Model DB-8, Debris Basket 8 inch. South Fulton Sewer 2	MDCP-8 MAX-LIFE	2	153.00	306.00
<b>4.</b>	Southland Tool Company Model DB-10, Debris Basket 10 inch. South Fulton Sewer 2	MDCP-10 MAX-LIFE	2	165.60	331.20
<b>5.</b>	Southland Tool Company Model LC-9, Curved Chopper six (6) inch type. South Fulton Sewer 2	MGLC-1 MAX-LIFE	2	57.00	114.00
<b>6.</b>	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.	MFP-6ST  MAX-LIFE	36	65.00	2340.00
<b>7.</b>	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	UEMP-625-600  PIRANHA	8	1,524.74	12,198.00
<b>8</b>	Piranha Hose Products Inc. Model HABU-12- 3/4" x 700 foot rolls of sewer cleaning hose. South Fulton 3	UEMP-230-700 PIRANHA	3	1,598.48	4,795.44
<b>9.</b>	Piranha Hose Product Inc. Model SHBK-10 – 5/8" x 600 'Sewer Cleaning Hose. North Fulton Sewer 4 – South Fulton Sewer 3	UEMP-5504-600  PIRANHA	7	1,422.36	9,956.52
<b>10</b>	Piranha Hose Products Inc. Model SHBK-08 – 1/2" x 600 foot Sewer	UEMP-5500-600 PIRANHA	2	1,331.64	2,663.28

	Cleaning Hose. South Fulton Sewer 2				
<b>11.</b>	Piranha Hose Products Inc. LLGR-08 – ½” x 600 foot Sewer Cleaning Hose. North Fulton Sewer – 3	UEMP-500-600 PIRANHA	<b>3</b>	1,082.40	3,247.20
<b>12</b>	Piranha Hose Products Inc. Model LLRD-08 – ½” x 600 foot Sewer Cleaning Hose, North Fulton 3	UEMP-5005-600 PIRANHA	<b>3</b>	1,478.04	4,434.12
<b>13.</b>	Sewer & Lateral Line Hose Fittings F16NPT16- one (1) inch Male fitting South Fulton Sewer – 12, North Fulton Sewer - 12	UEMP-1161- PIRANHA	<b>24</b>	9.35	224.40
<b>14</b>	Sewer & Lateral Line Hose Fittings-F16FS16- One (1) inch Female Fittings – South Fulton Sewer – 12, North Fulton Sewer - 12	UEMP-1161-FS PIRANHA	<b>24</b>	38.39	921.36
<b>15</b>	Sewer & Lateral Line Hose Fittings F16MEND- One (1) inch Menders – South Fulton Sewer – 12, North Fulton Sewer - 12	UEMP-1162M PIRANHA	<b>24</b>	12.83	307.92
<b>16</b>	Sewer & Lateral Line Hose Fittings FAR12NPT12 – ¾” Male Fittings South Fulton Sewer - 24	FAR12NPT12 PIRANHA	<b>24</b>	18.65	447.60
<b>17</b>	Sewer & Lateral Line Hose Fittings FAR12FS12- ¾” Female Fittings South Fulton Sewer - 24	FAR45FS45 PIRANHA	<b>24</b>	23.98	575.52
<b>18</b>	Sewer & Lateral Line Hose Fittings FAR12MEND- ¾” Hose Menders South Fulton Sewer -24	FAR12MEND PIRANHA	<b>24</b>	18.65	447.60
<b>19</b>	Sewer & Lateral Line Hose Fittings FHP10NPT8- 5/8” Male Fittings North Fulton Sewer -12 South Fulton Sewer 12	<u>UE1062ME-4000</u> PIRANHA	<b>24</b>	17.10	410.40
<b>20</b>	Sewer & Lateral Line Hose Fittings A08FPX08FS- 5/8” Female Adapter Fittings North Fulton Sewer – 12, South Fulton Sewer 12	UEM5050FS PIRANHA	<b>24</b>	4.25	102.00
<b>21</b>	Sewer & Lateral Line Hose Fittings FA10MEND – 5/8” Hose Menders, North Fulton Sewer 12, South Fulton Sewer 12	UE1062HM-4000 PIRANHA	<b>24</b>	28.68	644.16
<b>22</b>	Sewer & Lateral Line Hose Fittings FHP08NPT8- ½” Male Fittings, South Fulton Sewer 12	UE1050ME PIRANHA	<b>12</b>	7.89	94.68
<b>23</b>	Sewer & Lateral Line Hose Fittings FHP08FS8- ½ inch Female Hose Fittings South Fulton Sewer 12	UE1050FES PIRANHA	<b>12</b>	21.32	255.84
<b>24</b>	Sewer & Lateral Line Hose Fittings F08MEND- ½” Hose Menders- South Fulton Sewer 12	UE1050HM PIRANHA	<b>12</b>	16.08	192.96
<b>25</b>	Sewer & Lateral Line Hose Fittings F08NPT8 – ½” Male Fittings North Fulton Sewer - 24	UEMPH5500-MALE PIRANHA	<b>24</b>	5.10	122.40
<b>26</b>	Sewer & Lateral Line Hose Fittings F08FS8 – ½” Female Fittings North	UEMPH5500-FES PIRANHA	<b>24</b>	22.67	544.08

	Fulton Sewer – 24				
<b>27</b>	Sewer & Lateral Line Hose Fittings FLL08MEND- ½” Hose Menders North Fulton Sewer -24	UEMPH55-MEND PIRANHA	<b>24</b>	14.45	346.80
<b>28</b>	Sewer & Lateral Line Hose Fittings DP08TH – ½” Male Pushers North Fulton Sewer 1	DP08TH PIRANHA	<b>1</b>	97.69	97.69
<b>29</b>	Sewer & Lateral Line Hose Fittings DP08FSTH – ½” Female Pushers – North Fulton Sewer 1	DP08FSTH PIRANHA	<b>1</b>	93.44	93.44
<b>30</b>	Sewer & Lateral Line Hose Fittings DS08TH- ½” Dies	<u>DP12TH</u> PIRANHA	<b>1</b>	125.00	125.00
<b>31</b>	Sewer & Lateral Line Hose Fittings DP12TH- Male Pusher ¾” Sewer Cleaning Hose South Fulton Sewer 1	<u>DP12TH</u> PIRANHA	<b>1</b>	93.44	93.44
<b>32</b>	Sewer & Lateral Line Hose Fittings DP12FSTH – Female Pusher ¾” Sewer Cleaning Hose – South Fulton Sewer 1	<u>DP12FSTH</u> PIRANHA	<b>1</b>	93.44	93.44
<b>33</b>	Sewer & Lateral Line Hose Fittings DSAR12TH – Dies for ¾” Sewer Cleaning Hose – South Fulton Sewer 1	DSAR12TH PIRANHA	<b>1</b>	125.55	125.55
<b>34</b>	¾” Leader Hose – North Fulton Sewer 15, South Fulton Sewer 10	LH3/4X15	<b>25</b>	89.00	2,225.00
<b>35</b>	1/2” Leader Hose – North Fulton Sewer 25, South Fulton Sewer 10	LH1/2X15 UEMSI/HTV	<b>35</b>	59.00	1,770.00
<b>36</b>	1” Leader Hose – North Fulton Sewer 25, South Fulton Sewer 10	LH1/2X25 UEMSI/HTV	<b>35</b>	135.00	5,075.00
<b>37</b>	Tiger Tail Hose – North Fulton Sewer 30, South Fulton Sewer 10	MTT-2 UEMSI/HTV	<b>40</b>	37.00	1,480.00
	<b>TOTAL (Lines 1 – 37)</b>			<b><u>\$ 10,378.61</u></b>	<b><u>\$ 57,435.12</u></b>

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

ADDENDUM #     N/A     DATED     N/A    

ADDENDUM #     N/A     DATED     N/A    

**SUBMITTED BY:**

**BIDDER NAME:** MUNICIPAL EQUIPMENT EXPORTERS, INC, DBA MAX-LIFE MFG.CORP.

**ADDRESS:** 7330 MELROSE ST.

**CITY/STATE/ZIPCODE:** BUENA PARK, CA 90621

**CONTACT NAME:** BERNARDO HERNANDEZ | OPERATIONS MANAGER

**EMAIL ADDRESS:** BERNARDO@MAXLIFEMFG.COM OR SALES@MAXLIFEMFG.COM

**BUSINESS PHONE:** (714)898-4830

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMD, WBENC, SBA, etc.) as:

**Minority Business Enterprise (MBE)**

**Female Business Enterprise (FBE)**

**Small Business Enterprise (SBE)**

**Disadvantaged Business Enterprise (DBE)**

**Small Disabled Veteran Business Enterprise (SDVBE)**

**BUSINESS TYPE:** Corporation  Partnership  Sole Proprietor  Other

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

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

***Name***

MUNICIPAL EQUIPMENT EXPORTERS ,INC.

\_\_\_\_\_

DBA MAX-LIFE MFG.CORP.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Address***

7330 MELROSE ST. BUENA PARK, CA 90621

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***END OF SECTION***

## SECTION 3 CONTRACT COMPLIANCE REQUIREMENTS

### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

### REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

### WORK CATEGORY: GOODS

### BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT**  **IS**  a Minority or Female owned and controlled business enterprise. Check the appropriate box.

- African American (AABE)
- Asian American (ABE)
- Hispanic American (HBE)
- Native American (NABE)
- White Female American (WFBE)
- Small Business (SBE)
- Service Disable Veteran (SDVBE)
- Disadvantage Business (DBE)

**\*\*If yes, Bidder must submit a copy of recent certification with a governmental agency (i.e., Fulton County, City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMD, WBENC, SBA, etc.).**

Male or  Female (Check the appropriate box)

