



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**22ITB135025C-MH**

**Generator System Maintenance and Repair Services**

**For**

**Department Of Real Estate & Asset Management**

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**APPENDICES**

**APPENDIX 1:**

## **CONTRACT AGREEMENT**

Consultant: Power And Energy Services, Inc.

Contract No.: 22ITB135025C-MH, Generator System Maintenance and Repair Services

Address: PO BOX 637  
City, State Powder Springs, GA 30127

Telephone: 7707399112

Email: brandonc@pandeservices.com

Contact: Brandon Cummings  
COO

This Agreement made and entered into effective the 1st day of January, 2023, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Power And Energy Services, Inc., hereinafter referred to as "**Consultant**", 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 Consultant to perform to provide on-site preventive generator system maintenance and repair services for the County, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant 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 Consultant agree as follows:

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

County hereby engages Consultant, and Consultant 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: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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 Consultant'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 RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant'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 11-16-2022 and 22-0870.

## 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 Consultant agree the Project is to perform to provide on-site preventive generator system maintenance and repair services for the County 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 Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

#### ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant 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 Consultant 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. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant 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 Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

#### ARTICLE 8. SCHEDULE OF WORK

Consultant 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 Consultant from County. The Consultant shall begin

work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 9. **CONTRACT TERM**

### **MULTI-YEAR CONTRACT TERM**

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

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 1<sup>st</sup> day of January, 2023, 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 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

#### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2025 and shall end no later than the 31<sup>st</sup> day of December, 2025.

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 10. COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, 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 11. PERSONNEL AND EQUIPMENT**

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

Consultant 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 Consultant 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 sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

#### ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. 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 Consultant. The Consultant 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. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

#### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant 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 Consultant 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 Consultant, terminate Consultant'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 Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant 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 Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant'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 Consultant to complete the project.

#### ARTICLE 15. **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 Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant 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 Consultant 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 Consultant 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 16. **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 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant 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 Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant 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 Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of

subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

#### ARTICLE 22. **INDEMNIFICATION**

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, 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 liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. 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.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

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.

**22.2 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.

**22.3 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 a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

**22.4 Separate Counsel.**

**22.4.1 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 22.3 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.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, 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).

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

## ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon

completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

Consultant 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 Consultant for the purpose of securing business and that Consultant 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 26. INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, 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 27. PROHIBITED INTEREST**

**Section 27.01 Conflict of interest:**

Consultant 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. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

**Section 27.02 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 28. SUBCONTRACTING**

Consultant 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 29. ASSIGNABILITY**

Consultant 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 Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

**ARTICLE 30. 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. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. 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 Consultant'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 Consultant. Consultant 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

#### ARTICLE 32. **ACCOUNTING SYSTEM**

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

#### ARTICLE 33. **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 Consultant 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 34. 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:

Director  
141 Pryor St.  
Atlanta, Georgia 30303  
Telephone: 404-612-3772  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph Davis

**With a copy to:**

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

Notices to Consultant shall be addressed as follows:

Power And Energy Services, Inc.  
PO BOX 637 Powder Springs, GA 30127  
Telephone: 7707399112  
Email: [brandonc@pandeservices.com](mailto:brandonc@pandeservices.com)  
Attention: Brandon Cummings

**ARTICLE 35. 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 36. EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 38. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any

such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

Consultant 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:** The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government

141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

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

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

Consultant'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, not to exceed the total of two months' fees of the applicable SOW, 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 Consultant 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. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the

prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant 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 Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant 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 41. TAXES

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. PERMITS, LICENSES AND BONDS

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

#### ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant 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 Consultant 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 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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:

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
*Robert L. Pitts*  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT:

**Power And Energy Services, Inc.**

DocuSigned by:  
*Brandon Cummings*  
Brandon Cummings  
COO

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
Tonya R. Grier  
Clerk to the Commission

DocuSigned by:  


ATTEST:

Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:  
*Patrick O'Connor*  
Office of the County Attorney

DocuSigned by:  
*Tonya Bazemore*  
Notary Public

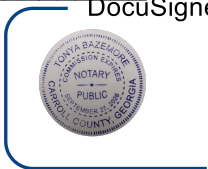
APPROVED AS TO CONTENT:

County: Carrollton

DocuSigned by:  
*Joseph Davis*  
Joseph Davis, Director  
Department Of Real Estate & Asset Management

Commission Expires: 9-27-2026

(Affix Notary Seal) DocuSigned by:



ITEM#: _____ RCS: _____	ITEM#: 2022-0870 RM: 11/16/2022	Recess Meeting
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>	



# **ADDENDA**



Project: 22ITB135025C-MH, Generator System Maintenance and Repair Services  
Date: August 4, 2022

This Addendum forms a part of the contract documents and **modifies** the original bid documents as noted below:

**Questions and Answers (see attached)**

- **List of Generators**
- **A Site Walk-through:**
- **Wednesday 8/10/22 – 8:30 AM – This will cover only buildings in Central Fulton**

**ACKNOWLEDGEMENT OF ADDENDUM NO.1**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time Tuesday, August 16, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 16 day of 8, 2022.

Power And Energy Services  
P.O. Box 637  
Powder Springs, Georgia 30127

\_\_\_\_\_  
Legal Name of Bidder

[Handwritten Signature]  
\_\_\_\_\_  
Signature of Authorized Representative

COO  
\_\_\_\_\_  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

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1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal 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 proposal.

Proposals 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 Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and 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.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

## **SCOPE OF WORK**

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The Consultant shall provide the items below:



## SECTION 4

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

#### 4.1 THE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO:

- A. The regular and systematic examination, adjustment, lubrication, replacement and preventive maintenance of all components including automatic transfer switches.
- B. All ordinary wear and tear, regardless of cause, not including internal engine parts.
- C. All required tests and written reports. Copy of reports shall be left on site for maintenance to view.
- D. The cost of all labor, materials and supplies associated with this service including emergency call-back services and repairs and adjustments made on all warranty calls.
- E. The cost of all transportation, materials and supplies associated with the performance of this service, including handling, transportation and disposal of waste and hazardous material.
- F. The contractor shall be prepared to carry out contingency repair of all types of electrical and mechanical systems associated with the generator. Where expertise for carrying out any type of work related to generator and associated system maintenance and repair is not readily available, the contractor must be prepared to facilitate such work through OEM or sub-contract and complete the work.
- G. The contractor must be capable of, when required, tearing down, troubleshooting and re-building of diesel engines of all capacities shown in the list. The vendor shall also be capable of identifying the correct sizes of pistons, camshafts, piston rings, bearings etc. and shall be capable of replacing them at the site.

#### 4.2 REPAIRS

- A. Any contingency repair work arising from any of the following causes must be carried out by the successful bidder. These repairs will be compensated based on estimates submitted prior to the repair. The bid shall include the cost of carrying out such repair services over and above the charges quoted by the bidder for annual services. Bidder shall indicate an all-inclusive hourly labor rate on the bid schedules under "hourly rate for service". These services are:

- B. Repairs required specifically because of negligence, vandalism or other intentional or accidental misuse by anyone other than the bidder, its agents, subcontractors, licensees, representative or respective employees.
- Replacement or repairs caused by fluctuations in the main AC power systems.
- C. Repair and replacement of main service disconnect switches, fuses, and feeders.

### 4.3 DELIVERY REQUIREMENTS

Delivery requirements shall be as required by the individual zonal managers; however, the bidder must be capable of responding to all service requests as shown below.

- A. The bidder is required to maintain a point of contact to 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 bid.
- B. The bidder must respond to requests in accordance with the following criteria:

A.	<b>Emergency requests:</b>	Services and/or parts must be provided within three (3) hours
B.	<b>High Priority requests:</b>	Services and/or parts must be provided within one (1) business day
C.	<b>Routine requests:</b>	Services and/or parts must be provided within three (3) business days

- C. Service rates will be charged for emergency/urgent and routine requests according to the basic hourly rates bid. Parts will be billed as indicated on the quote's price list for parts with the discount rates applied as bid.

### 4.4 QUARTERLY SERVICE DETAILS

- A. A list of equipment for servicing is made known as Section 2. This list is for guidance purposes only. Bidders are advised to collect complete information through a site visit.
- B. Quarterly service shall be performed at least three (3) times yearly in conjunction with the one (1) Annual Services in Section 4.5 of

this solicitation. Services should include but not limited to the following:

1. Inspect the enclosure.
2. Check the battery electrolyte level and specific gravity.
3. Check the battery cables and connections.
4. Inspect drive belts.
5. Inspect the coolant heater.
6. Check coolant lines and connections.
7. Check for oil leaks and inspect lubrication system hoses and connectors
8. Inspect the exhaust system, muffler, and exhaust pipe.
9. Check and clean air cleaner units.
10. Inspect air induction piping and connections.
11. Inspect the DC electrical system, control panel and accessories.
12. Inspect the AC wiring and accessories.

C. Written Analysis

1. Provide written recommendations for additional work and repairs to include the cost of labor and parts.
2. Estimate for repair must show the breakup of labor cost as quoted in lines 30 and 31 of the pricing schedule in Section 8 below.

#### 4.5 ANNUAL SERVICE DETAILS

**A list of equipment for servicing is made known in Section 2 Bid Form.** This list is for guidance purposes only. Bidders are advised to collect complete information through a site visit.

Annual service shall be performed at least once yearly. All services listed must be performed at this time.

A. Fuel System

1. Check fuel tank for leaks.
2. Check fuel lines and replace if required.
3. Check fuel lift pump operations.
4. Replace filters and water separators.
5. Check and calibrate level indicators and alarms.
6. Check coils and connections of fuel supply and shut down solenoid.
7. Check day fuel and bulk fuel tank levels and controls.
8. Check PSV Valve (for NG Engines).
9. Check fuel mixer (for NG Engines).

**B. Cooling System**

1. Check, test, record and add anti-freeze if needed.
2. Check hoses for leaks & disintegration and replace, if necessary.
3. Check/replace water filter.
4. Check water pump and coolant inhibitor element
5. Check condition of fans, belts. Verify that air flow to radiators is adequate.
6. Check and clean radiators and radiator cap.
7. Top up Anti-Freeze.

**C. Lubrication System**

1. Lube all grease fittings.
2. Change oil and oil filters.
3. Check bypass filter element. Replace if necessary
4. Check oil heater.
5. Check and record oil level.
6. Check and clean crank case breather.

**D. Combustion Air Intake System**

1. Check exhausts system for leak.
2. Check air filter element & change air filter.
3. Check level – Air cleaner oil cup.
4. Clean air pre-cleaner
5. Check catalytic converter where provided.
6. Inspect and lubricate rain cap.
7. Replace Air cleaner (for NG Engines)

**E. Engine System**

1. Check & tighten belts.
2. Check turbo charger.
3. Check oil pressure & temp.
4. Check AC/DC volts & amps.
5. Check and adjust fan hub and driver pulley.
6. Check Governor: apply two strokes of lubricator to each control wire.
7. Check Crank Case breather (for NG Engines).
8. Check Crank Case pressure (for NG Engines).
9. Check valve lash (for NG Engines).
10. Replace belts.
11. Replace sparkplugs.
12. Replace points and condenser if needed.
13. Change fan belts.
14. Tune up engine.

#### F. Electrical System

1. Check and maintain battery electrolyte level.
2. Check battery connections, clean.
3. Check battery charger operation.
4. Check alternator belt tension and wear.
5. Check safety shutdown operations.
6. Check voltage regulator & governor.
7. Check AC AMP and voltmeter, replace indicator light if damaged.
8. Check watt-hour, frequency an hour meter.

#### G. Generators

1. Inspect externally for damages, corrosion, and blockages of air passages.
2. Inspect electrical connection for degradation, repair if required.
3. Inspect electrical insulation for discoloration and/or degradation.
4. Inspect equipment grounding components like conductors and connections; repair if required. Check neutral grounding if employed.
5. Perform insulation resistance tests using a meg-ohmmeter in accordance with IEEE 43, on the stator, rotor, and exciter.
6. Perform dielectric absorption test using a meg-ohmmeter.
7. Verify that the bearings are properly lubricated using recommended lubricant.

#### H. Automatic Transfer Switches

1. Check transfer operation and record time delay.
2. Record time delay for cool down.
3. Replace indicator lamp if required.
4. Lubricate all mechanical joints on transfer switch.

NOTE: Operation of transfer switch at the following locations shall be done only as scheduled by respective Zonal Managers. This should be planned potentially for the weekend (Saturday or Sunday) Load tests described in (J) below are optional for these facilities.

1. Public Safety Building, 130 Peachtree Street, Atlanta, Ga.
2. Government Center, 141 Pryor Street, Atlanta GA 30303
3. South Fulton Service Center, 5600 Stonewall Tell Road, College Park, Ga.
4. North Fulton Service Center, 7741 Roswell Road, Roswell, Ga.
5. Justice Center Tower, 185 Central Avenue, Atlanta, Ga.

#### J. Load Test Unit with and Without Building Load

1. Record oil pressure.
2. Record water temperature.
3. Record AC volts, AC AMPS and frequency under both no-load and full load.
4. Check/adjust carburetor and governor - where installed. Check governor oil.

K. Written Analysis

1. Provide written recommendations for additional work and repairs to include the cost of labor and parts.
2. Estimate for repair must show the breakup of labor cost as quoted in lines 28, 29 and 30 of the Bid Form in Section 2.

#### **4.6 LOCATIONS**

The locations shall receive services for the Central and Greater Fulton Zonal areas and will allow for the addition and removal of locations as Fulton County portfolio mandates.

# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## **PROJECT DELIVERABLES**

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As described in the Scope of Work



# **EXHIBIT E**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$105,000.00. The detailed costs are provided below:

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Power And Energy Services  
P.O. Box 637

Powder Springs, Georgia 30127  
For: # **Generator System Maintenance and Repair Services**

Submitted on 8-10, 2022.

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

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

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

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

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

**BASE BID AMOUNT** (Totals for Line Item #32)

\$ 35,445.00  
**(Dollar Amount in Numbers)**

thirty five thousand four hundred forty five dollars  
**(Dollar Amount in Words)**

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

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to 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****PRICING FORMS****Stand-by Generating Sets Maintenance**

Ln No	Building Number	Building Name	Zone	Generator Size (kW/kVA)	Quarterly Inspection Cost	Annual Inspection Cost
<b><u>Caterpillar</u></b>						
1	B613022	FCGC Midrise Building, 141 Pryor Street	Central	625		\$ <u>1020.<sup>00</sup></u>
2	B613022	FCGC Midrise Building, 141 Pryor Street	Central	956		\$ <u>1320.<sup>00</sup></u>
3	B613042	FCGC Public Safety Building, 130 Peachtree Street	Central	150		\$ <u>520.<sup>00</sup></u>
4	B600052	Justice Center Tower, 185 Central Avenue	Central	1563		\$ <u>1520.<sup>00</sup></u>
5	B506011	Juvenile Justice Center, 395 Pryor Street	Central	750		\$ <u>1020.<sup>00</sup></u>
6	B703011	North Fulton Water Services, 11575 Maxwell Rd	North	250	\$ <u>150.<sup>00</sup></u>	\$ <u>520.<sup>00</sup></u>
<b><u>Cummins</u></b>						
7	B501022	Central Maintenance Facility, 895 Marietta Blvd	North	80		\$ <u>505.<sup>00</sup></u>
8	B220013	College Park Regional Health Center	South		\$ <u>150.<sup>00</sup></u>	\$ <u>1250.<sup>00</sup></u>

#22ITB135025C-MH  
Generator System Maintenance and Repair ServicesSection 2  
Bid Form

Ln No	Building Number	Building Name	Zone	Generator Size (kW/kVA)	Quarterly Inspection Cost	Annual Inspection Cost
<b>Generac</b>						
9	B451011	Auburn Ave. Research Library, 101 Auburn Ave	Central	250		\$ <u>520.<sup>00</sup></u>
10	B606122	FCPD Tactical Command, 3995 MLK Dr.	South	250		\$ <u>520.<sup>00</sup></u>
11	B400012	Central Library, 1 Margaret Mitchel Square	Central	625 (Nat. Gas)		\$ <u>850.<sup>00</sup></u>
<b>KATO</b>						
12	B504032	Homeless Shelter-Old FC Jail, 1135 Jefferson Street	North	156	\$ <u>150.<sup>00</sup></u>	\$ <u>580.<sup>00</sup></u>
<b>Kohler</b>						
13	B314012	Center for Rehabilitative Services, 265, Blvd NE	Central	100	\$ <u>150.<sup>00</sup></u>	\$ <u>450.<sup>00</sup></u>
14	B710013	HJC Bowden Senior Multi-purpose Center, 2885 Church Street	South	350	\$ <u>150.<sup>00</sup></u>	\$ <u>650.<sup>00</sup></u>
15	B360012	Dorothy C. Benson Senior Multipurpose Complex, 6500 Vernon Woods Dr.	North	350	\$ <u>150.<sup>00</sup></u>	\$ <u>650.<sup>00</sup></u>
16	B370013	Harriett G. Darnell Senior Multipurpose Facility, 677 Fairburn Rd. NW	North	400	\$ <u>150.<sup>00</sup></u>	\$ <u>650.<sup>00</sup></u>
17	B374012	Helene S. Mills Senior Multipurpose Center, 515 John Wesley Dobbs Ave.	Central	450	\$ <u>150.<sup>00</sup></u>	\$ <u>650.<sup>00</sup></u>
18	B316023	Adamsville Regional Health Center, 3700 Martin Luther King Jr Drive,	South	40	\$ <u>150.<sup>00</sup></u>	\$ <u>400.<sup>00</sup></u>
<b>Onan</b>						
19	B303052	D.A.Pearson Maint Building B, 3929 Aviation Circle	North	15		\$ <u>325.<sup>00</sup></u>
20	B606022	FAA Buildings, 3977 Aviation Circle	North	15		\$ <u>325.<sup>00</sup></u>
21	B119012	Fire Station # 19, 3965 Aero Dr.	North	10		\$ <u>200.<sup>00</sup></u>

Ln No	Building Number	Building Name	Zone	Generator Size (kW/kVA)	Quarterly Inspection Cost	Annual Inspection Cost
22	B601011	North Fulton Service Center, 7741 Roswell Road	North	56	\$ <u>150.00</u>	\$ <u>400.00</u>
23		THIS ROW IS INETNTIONALLY LEFT BLANK				
24	B602013	South Fulton Service Center, 5600 Stonewall Tell Rd	South	56	\$ <u>150.00</u>	\$ <u>400.00</u>
25	B815013	Medical Examiner's Office, 430 Pryor Street	Central	280 (Nat. Gas)		\$ <u>650.00</u>
26	B815013	Medical Examiner's Office, 430 Pryor Street	Central	280 (Nat. Gas)		\$ <u>650.00</u>
<b>Synergy</b>						
27	B606012	Fulton County Airport, 3952 Aviation Circle	North	150		\$ <u>450.00</u>
<b>TOTAL COST</b>						
28		<b>Total Cost for Line Items 1 -27 (Quarterly &amp; Annual Inspections)</b>			\$ <u>1650.00</u>	\$ <u>16,995.00</u>

Fulton County reserves the right to add to and/or delete from, the list of generators included for maintenance.

Any repair work not covered by Section 4, "Scope of Work and Technical Specifications" will be based on 'time and material' and must use the labor charges quoted below as it applies.

**Bidder's Bid:**

29. For an estimated 60 trips, we bid an annual estimated charge of \$ 0.00 as trip charges. NO TRIP CHARGES!

Trip charges, when allowed, will be paid only once in a day (trip charges per trip x 60)

30. For an estimated 120 hours of repair work based on TIME AND MATERIAL, we bid an annual estimated charge of \$ 12,600.00 for **Normal\*** hours of operation (Normal labor charges per hour x 120) \$105.00 HR x 120

31. For an estimated 40 hours of repair work based on TIME AND MATERIAL, we bid an annual estimated charge of \$ 4200.00 for **After-Hours** operation, weekends & Fulton County holidays (After-hours/week-end labor charges per hour x 40)  $\$105.00 \text{ HR} \times 40$
32. TOTAL OF NUMBERS ON LINES FROM: 28, 29, 30 & 31 - \$ 35,445.00

**Note: Please enter the total number on line 32 for the Total Base Bid Amount**

# **EXHIBIT F**

## **PURCHASING FORMS**



STATE OF GEORGIA

COUNTY OF FULTON

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

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

96269

EEV/Basic Pilot Program\* User Identification Number

[Signature]

BY: Authorized Officer of Agent  
(Insert Contractor Name)

COO  
Title of Authorized Officer or Agent of Contractor

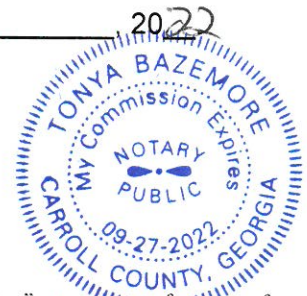
Brandon Commins  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16 day of 8

Notary Public: [Signature]

County: Carrollton

Commission Expires: 9-27-22



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: N/A

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

*Georgia does not require this of generator  
contractors just like our last bid.*

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: NA

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(ATTACH COPY OF LICENSE)

Georgia does not require this of generator  
contractors, just like our last bid.

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name:                     N/A                    

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

*Georgia does not require this of Generator Contractors, just like our last bid.*

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

Brandon Cummings, PO Box 637 Powder Springs, GA 30127  
owner and manage operations of business.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Business has continued to grow during last  
five years.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

None.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 16 day of 8, 2022

Power And Energy Services 8-16-22  
(Legal Name of Proponent) (Date)

Brandon Cummings

[Signature] 8-16-22  
(Signature of Authorized Representative) (Date)

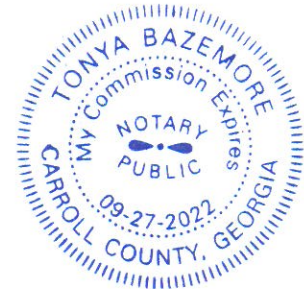
COO  
(Title)

Sworn to and subscribed before me,

This 8-16 day of 8-16, 2022

[Signature]  
(Notary Public) (Seal)

Commission Expires 9-27-22  
(Date)





**EXHIBIT G**

**OFFICE OF CONTRACT  
COMPLIANCE FORMS**

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

“Know all persons by these presents, that I/We (Brandon Cummings),  
Name

COO  
Title

Power And Energy Services  
Company Name

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

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

NAME: Brandon Cummings TITLE: COO

SIGNATURE: 

ADDRESS: Power And Energy Services  
P.O. Box 637  
Powder Springs, Georgia 30127

PHONE NUMBER: 770-739-9112 EMAIL: brandonc@pandE  
Services.com

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Power And Energy Services  
P.O. Box 637  
Powder Springs, Georgia 30127

Prime Bidder/Proposer Company Name \_\_\_\_\_

ITB/RFP Name & Number: ITB 135025C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is  a minority or female owned and controlled business enterprise.  **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, Prime must submit a copy of recent certification.**  
 Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:  
 \$ \_\_\_\_\_ Or 100 %

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

JV Partner(s) information: N/A

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

**Total Dollar Value of Certified Subcontractors: (\$)**

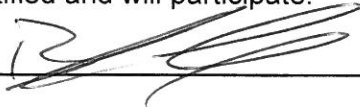
**Total Percentage of Certified Subcontractors: (%)**

#22ITB135025C-MH  
Generator System Maintenance and Repair Services

Section 7  
Contract Compliance Requirements

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: COO

Business or Corporate Name: Power And Energy Services

Address: P.O. Box 637  
Powder Springs, Georgia 30127

Telephone: ( ) 770-739-9112

Fax Number: ( ) 770-739-9115

Email Address: brandon.c@pandEservices.com

#### UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**



POWE&amp;EN-01

DHICKS

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/27/2022

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

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

<b>PRODUCER</b> Norton Agency Insurance 434 Green Street, NE Gainesville, GA 30501	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(770) 535-6100</b> FAX (A/C, No): <b>(770) 297-4883</b> E-MAIL ADDRESS: <b>certificates@nortoninsurance.com</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
<b>INSURED</b>  Power & Energy Services Inc PO Box 637 Powder Springs, GA 30127	<b>INSURER A : Home-Owners Insurance Company</b>	<b>26638</b>
	<b>INSURER B : Owners Insurance Co.</b>	<b>32700</b>
	<b>INSURER C : American Interstate Insurance Company</b>	<b>31895</b>
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES                                  CERTIFICATE NUMBER:                                  REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		80275700	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
	<input type="checkbox"/>						MED EXP (Any one person)	\$ 10,000		
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000		
	<input type="checkbox"/>						GENERAL AGGREGATE	\$ 2,000,000		
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:									
<b>A</b>	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>		5144181200	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Per accident)	\$		
<b>B</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>		5144181201	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 4,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					AGGREGATE	\$ 4,000,000		
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$		
<b>C</b>	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCGA3027532021	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						Y / N	N / A	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of Operations/Locations/Vehicles". We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

55352 1008 Commercial General Liability Plus Endorsement  
 55373 0107 Blanket Additional Insured  
 SEE ATTACHED ACORD 101

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


**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

Power And Energy Services  
P.O. Box 637  
COMPANY: Powder Springs, Georgia 30127 SIGNATURE: 

NAME: Brandon Cummings TITLE: COO

DATE: 8-10-22





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2022

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

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

<b>PRODUCER</b> <b>Norton Agency Insurance</b> <b>434 Green Street, NE</b> <b>Gainesville, GA 30501</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (770) 535-6100</b>		<b>FAX (A/C, No): (770) 297-4883</b>
	<b>E-MAIL ADDRESS: certificates@nortoninsurance.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>  <b>Power &amp; Energy Services Inc</b> <b>PO Box 637</b> <b>Powder Springs, GA 30127</b>	<b>INSURER A : Home-Owners Insurance Company</b>		<b>26638</b>
	<b>INSURER B : Owners Insurance Co.</b>		<b>32700</b>
	<b>INSURER C : American Interstate Insurance Company</b>		<b>31895</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<b>X</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <b>General Aggregate</b>	X	X	80275700	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
<b>A</b>	<b>X</b> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	5144181200	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
<b>B</b>	<b>X</b> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	5144181201	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$
								\$ 4,000,000
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	AVWCGA3122842022	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of Operations/Locations/Vehicles". We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

55352 1008 Commercial General Liability Plus Endorsement  
 55373 0107 Blanket Additional Insured  
 SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Dept of Purchasing & Contract Compl 130 Peachtree St SW Ste 1168 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Norton Agency Insurance</b>		NAMED INSURED <b>Power &amp; Energy Services Inc</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		PO Box 637 <b>Powder Springs, GA 30127</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

- 1. ML Terraces, LLC**
- 2. Jones Lang LaSalle Americas, Inc**

**Description of Operations/Locations/Vehicles:**  
**58504 0115 Designated Insured for Covered Autos Liab Coverage - Blanket Coverage**  
**58583 0115 Waiver of Our Right to Recover Payments (Waiver of Subrogation) - Blanket**  
**WC00 0313 Waiver of Our Rights to Recover From Others Endorsement**

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### **5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- 1.  Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Premium: **1.50%**

- 3. Minimum Premium: **\$250.00**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2020  
Insured  
Power & Energy Services, Inc

Policy No. AVWCGA2928122020 Endorsement No.  
Premium

Insurance Company  
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

1.  Specific Waiver  
Name of person or organization

Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$ 0  
The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$ 250

Maximum Premium: \$ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2020  
Insured Power & Energy Services, Inc

Policy No. AVWCGA2928122020 Endorsement No.  
Premium

Insurance Company  
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

55373 (5-17)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
  2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.  
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.  
**Other Additional Insured Coverage Issued By Us**  
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

55352 (5-17)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### 1. EXTENDED WATERCRAFT LIABILITY

**SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion **g.(2)** is deleted and replaced by the following exclusion.

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

#### 2. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

#### 3. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

#### 4. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28, is attached to this policy, then this provision, 4. PERSONAL INJURY EXTENSION, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28, is not attached to this policy, then **SECTION V - DEFINITIONS** is amended. Paragraph 14. "Personal and advertising injury" is deleted and replaced by the following definition.
  - 14. "Personal and advertising injury" means injury including consequential "bodily injury",

arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material, in any manner, that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

#### 5. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

- a. Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:
  - (1) If the notice of a new claim is given to your "employee"; and
  - (2) That "employee" fails to provide us with notice as soon as practicable.
- b. This exception shall not apply:
  - (1) To you; or

- (2) To any officer, director, partner, risk manager or insurance manager of yours.
- 6. DAMAGE TO PREMISES RENTED TO YOU**
- a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.
- (1) The last paragraph is deleted and replaced by the following paragraph.  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.
- (a) "Property damage" to:
- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
  - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
- (b) "Property damage" caused by or resulting from any of the following:
- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
  - 2) Cracking, settling, expansion or shrinking;
  - 3) Smoke or smog;
  - 4) Birds, insects, rodents or other animals;
  - 5) Wear and tear;
  - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
  - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
    - a) You make a reasonable effort to maintain heat in the building or structure; or
    - b) You drain the equipment and shut off the water supply if the heat is not maintained.
- (c) "Property damage" caused directly or indirectly by any of the following:
- 1) Water that backs up from a drain or sewer;
  - 2) Mud flow or mudslide;
  - 3) Volcanic eruption, explosion or effusion;
  - 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
  - 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
  - 6) Water under the ground surface pressing on, or seeping or flowing through:
    - a) Walls, foundations, floors or paved surfaces;
    - b) Basements, whether paved or not; or
    - c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
- b. Limits of Insurance**  
**SECTION III - LIMITS OF INSURANCE** is amended. Paragraph 6. is deleted and replaced by the following paragraph.
6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
- c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,** Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.
- 7. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
- a. (1) SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

- (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- "Bodily injury";
  - "Property damage"; or
  - "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 8. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
- a. **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. Any person or organization with whom you have agreed to name as an additional insured:
- In a written contract or agreement, executed prior to loss; or
  - In an oral contract or agreement, executed prior to loss, only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
- but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- b. The provision is subject to the following additional exclusions.
- Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.
- c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**SECTION II - WHO IS AN INSURED** is amended. Paragraph 3. is deleted and replaced by the following paragraph.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**10. BLANKET WAIVER OF SUBROGATION**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.



**22-0869 Real Estate and Asset Management**

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 17RFP107111K-EC, Project Management Team Services in the amount of \$635,356.00, with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3 - a joint venture), to continue to provide without disruption project management services for the FCURA (Urban Redevelopment) Bonds Capital Improvement Programs through December 31, 2023.

**22-0870 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITB135025C-MH, Generator System Maintenance and Repair Services in an amount not to exceed \$105,000.00 with Power and Energy Services, Inc. (Powder Springs, GA), to provide on-site preventive generator system maintenance and repair services for the County effective January 1, 2023 through December 31, 2023, with two renewal options.

**22-0871 Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Library System, 22RFP040222K-CRB, Design/Build Services for the Martin Luther King, Jr. Library Renovation, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for Guaranteed Maximum Price (GMP) in an amount not to exceed \$675,875.00 with Albion General Contractors (Sandy Springs, GA), to provide Design/Build renovation services for the Martin Luther King, Jr. Library. Effective upon issuance of Notice to Proceed for 548 calendar days or completion of construction project as determined by Fulton County.

**22-0872 Real Estate and Asset Management**

Request approval of a recommended proposal - Fulton County Library System, RFP#22RFP032922K-CRB, Design/Build Services for the Peachtree Library Renovation, for the Library Capital Improvement Program, Phase II (FCLS-CIP), for Guaranteed Maximum Price (GMP) in the total amount of \$1,318,699.00 with Hogan Construction Group, LLC (Norcross, GA), to provide Design/Build services for renovation for the Peachtree Library. Effective upon issuance of Notice to Proceed for 548 calendar days or completion of construction project as determined by Fulton County.

**22-0873 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134894C-MH, Maintenance and Testing of Fire Intrusion Alarm Systems in an total amount not to exceed \$100,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$65,000.00; and (B) Entec Systems, Inc. (Suwanee, GA) in an amount not to exceed \$35,000.00, to provide on-site maintenance and testing of fire-intrusion alarm systems on annual/or an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.