



Signature Routing Form

COS Initials: AB
1/21/21

For Superintendent's Approval/Signature

Date: Tuesday, January 19, 2021

Division Head: Ben Estill (Operations)

Initials: [Signature]

Purpose: Superintendent & BOE Approvals/Signatures

Other: [Click here to enter text.](#)

Title of Document: Contract for Services –ITB 20-752-036 – Electrical Contractor Services –Capital City Electric Svcs.

From (if other than Division Head): [Click here to enter name & department.](#)

Legal Review: NO YES

BOE Approval: NO YES

Notes: Contractor Electrical Services – ITB-20-752-036 – Various General Fund and E-SPLOST Cost codes

In Notes, include the charge code and any cost to District.

| | | |
|--------------------|----------------|---------------|
| <u>[Signature]</u> | <u>1/20/21</u> | <u>3:53pm</u> |
| <u>[Signature]</u> | <u>1/20/21</u> | <u>3:53pm</u> |

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: [Choose an item.](#)

Due by: [Click here to enter a date.](#)

Return documents to: Darlene Y. Hughes, Contracts Compliance Specialist x 61711

For Superintendent's Office Use Only

Date received: 1-20-21 Date returned: 2/4/21 Processor's Initials: SMA

[EXTERNAL]RE: Request for Legal Review - ITB 20-752-036 - Electrical Contractor Services

George Kleeman <gkleeman@gdcrlaw.com>

Wed 1/13/2021 1:13 PM

To: Darlene Hughes (Mountain Industrial Center) <darlene_hughes@dekalbschoolsga.org>
 Cc: Jordan Dailey <jdailey@gdcrlaw.com>; D. Benjamin Estill, II (Div of Operations) <DBen_Estill@dekalbschoolsga.org>; Noel Maloof (Dept of Facilities & Operation) <Noel_Maloof@dekalbschoolsga.org>; Toney Blackmon (Mountain Industrial Center) <toney_blackmon@dekalbschoolsga.org>; Belinda Quillet (Mountain Industrial Center) <belinda_quillet@dekalbschoolsga.org>; Cadesha West (Employee Relations) <Cadesha_West@dekalbschoolsga.org>; Tammy Campbell (DEPT OF FACILITIES & OPERATION) <Tammy_Campbell@dekalbschoolsga.org>; Maria Marquez (DEPT OF FACILITIES & OPERATION) <Maria_Marquez@dekalbschoolsga.org>

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Darlene,

We have reviewed the Standard Form of Contract for Services (Non-State Capital Outlay Projects) issued in response to ITB No. 20-752-036 for the vendors set forth below. Except as noted below, we have no we have no objection, from a legal perspective, with the execution of such contracts by the District.

1. By The Book Electrical Company, LLC
2. Capital City Electric Services (we did not receive an Insurance Certificate showing DCSD as an additional insured) *received*
3. D&R Construction and Contracting (we did not receive an Insurance Certificate showing DCSD as an additional insured)
4. Mr. Dee's Electrical Service, LLC, and
5. MWI Electrical Contractors, Inc.

Provided that you have or the insurance certificates are provided for #2 and #3 above, we do not need to re-review them. Also, although the Board Directive indicates contracts were also awarded to Donald Camp, Inc. and LMI Systems, LLC in connection with this ITB, I did not receive contracts for either of these companies.

As always, please let us know if you have any additional questions, thoughts or concerns, and we will be happy to discuss. Best,

George

C. George Kleeman, IV | Member



49 Atlanta Street | Marietta, GA 30060
 678.784.3551 direct | 770.422.1776 office | 770.426.6155 facsimile
gkleeman@gdcrlaw.com | www.gdcrlaw.com

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distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and/or e-mail.

From: Jordan Dailey <jdailey@gdcrlaw.com>
Sent: Friday, January 8, 2021 2:16 PM
To: George Kleeman <gkleeman@gdcrlaw.com>
Subject: FW: Request for Legal Review - ITB 20-752-036 - Electrical Contractor Services -D & R Construction and Contracting
Importance: High

Jordan E. Dailey | Associate



49 Atlanta Street | Marietta, GA 30060
770.422.1776 office | 770.426.6155 facsimile
jdailey@gdcrlaw.com | www.gdcrlaw.com

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From: Darlene Hughes (Mountain Industrial Center) <darlene_hughes@dekalbschoolsga.org>
Sent: Friday, January 8, 2021 11:50 AM
To: Jordan Dailey <jdailey@gdcrlaw.com>
Cc: D. Benjamin Estill, II (Div of Operations) <DBen_Estill@dekalbschoolsga.org>; Noel Maloof (Dept of Facilities & Operation) <Noel_Maloof@dekalbschoolsga.org>; Toney Blackmon (Mountain Industrial Center) <toney_blackmon@dekalbschoolsga.org>; Belinda Quillet (Mountain Industrial Center) <belinda_quillet@dekalbschoolsga.org>; Cadesha West (Employee Relations) <Cadesha_West@dekalbschoolsga.org>; Tammy Campbell (DEPT OF FACILITIES & OPERATION) <Tammy_Campbell@dekalbschoolsga.org>; Maria Marquez (DEPT OF FACILITIES & OPERATION) <Maria_Marquez@dekalbschoolsga.org>
Subject: Request for Legal Review - ITB 20-752-036 - Electrical Contractor Services -D & R Construction and Contracting
Importance: High

Good Morning Jordan,

Please find attached the Request for Legal Review and Contract with associated documents between D & R Construction and Contracting for Electrical Contractor Services.

Please review for legal compliance and sufficiency and advise if DCSD may execute the contract.

Thank You,



Darlene Y. Hughes

Contracts Compliance Specialist II

Operations Division

1780 Montreal Road, Sam Moss Center

Tucker, Ga 30084

678-676-1711 (Direct)

404-379-2052 (Cell)

678-676-1475 (Fax)



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Noel Maloof, Deputy Chief Operations Officer
Division of Operations

FROM: Mrs. Cheryl L. Watson-Harris, Superintendent
Office of the Superintendent

DATE: December 7, 2020

RE: **ITB 20-752-036 Electrical Contractor Services Contract Award Approval**

At its business meeting on Monday, December 7, 2020, the DeKalb Board of Education approved the award of ITB 20-752-036 Electrical Contractor Services to By The Book Electrical Company, LLC; Capital City Electrical Services; D & R Construction and Contracting; Donald Camp, Inc.; LMI Systems, LLC; Mr. Dee's Electric Service, LLC and MWI Electrical Contractors, Inc. the lowest responsive, responsible bidders in accordance with the Invitation to Bid documents and contract obligations identified therein.

Please take the appropriate action to affect this directive of the Board.

CWH:am

c: Ms. Carla Smith, Purchasing Manager, Purchasing Department, Division of Finance
Ms. Phyllis Jones, Buyer, Purchasing Department, Division of Finance

**STANDARD FORM OF CONTRACT
FOR SERVICES
(NON-STATE CAPITAL OUTLAY PROJECTS)
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND THE SERVICE CONTRACTOR**

Service Contractor: Capital City Electrical Services
Project Name: Electrical Contractor Services
Address: 1346 Oakbrook Drive, Suite 170A
Norcross, GA 30093

ITB No.: 20-752-036
Description Electrical Contractor Services

Cost Code: Various General Fund and E-SPLOST Charge Codes

CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and **Capital City Electrical Services** (the "Service Contractor"). The term of this Contract begins on the date executed by the last party to execute below (effective date).

The performance period for the Agreement is one (1) year from the effective date. In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of the DeKalb County School District. Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing **Capital City Electrical Services** with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the owner herein.

The Contract Documents consist of:

- a. This agreement (Contract for Services);
- b. Invitation to Bid (ITB) No. 20-752-036 (**Exhibit A**);
- c. The Service Contractor's Proposal to the above-numbered ITB, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this agreement shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated December 7, 2020 (**Exhibit C**); and
- e. Notice of Award dated December 21, 2020 (**Exhibit D**).

This agreement together with the aforementioned documents collectively forms **the Contract**. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. DeKalb County School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Contract.

Any inconsistency or conflict among the specific provisions of this agreement and the other Contract Documents shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this agreement;
- b. Second, by giving preference to the specific provisions of the ITB attached hereto as **Exhibit A**;
- c. Third, by giving preference to the specific provisions of Service Contractor's

Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit B**, except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Service Contractor agree:

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084
Attention: D. Benjamin Estill, II, Chief Operating Officer

The Service Contractor's address and its contact person are:

Capital City Electrical Services
1346 Oakbrook Drive, Suite 170A
Norcross, GA 30093
Attention: Christopher Wells

Phone: 770-821-6099
Email: chrisw@ccelect.com

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: Provide electrical services district-wide.

2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any: Expertise in providing electrical services that include but is not limited to additional circuits, replacing panels and sub-panels, adding dedicated lines and grounds, replacing motors, running telephone and computer wiring and other electrical work required by the District. At a minimum, contractor must have a minimum of 5 years of experience performing electrical maintenance, repair, renovations and installation services.

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: All services shall be provided in accordance with the Proposal documents plus the Appendices and Attachment Package as prepared by DCSD October 1, 2020 and identified in this document as Exhibit A, Addendum No. 1 dated October 2, 2020, Addendum No. 2 dated October 12, 2020 and Addendum No. 3 dated October 19, 2020, all of which are hereby incorporated herein by reference and made a part hereof. All installation services shall be in accordance with DCSD 2020 Vision – Educational Specifications and Design Guidelines, Version 1.4. All work shall be done in a safe manner and comply with all governing regulations concerning safety. Work Authorizations, if any, are to be issued at the sole discretion of DCSD. The maximum amount of work covered by all Work Authorization Agreements entered into shall not exceed \$99,999.99 per project. No minimum amount of work is guaranteed.

2.4 As part of its Services, the Service Contractor shall produce for and/or deliver to the Owner the following tangible products, goods or deliverables (ex.: reports, plans, financial estimates, parts, equipment, etc.): All materials that will be required shall be provided in accordance with the Proposal documents as prepared by DCSD dated October 1, 2020.

ARTICLE 3

SCHEDULE

- 3.1 Service Start Date: Date contract is executed by the last party
Incremental Service Date(s): N/A
Final Service Date or Completion Date: Close of current calendar year and each subsequent year that contract is renewed.

ARTICLE 4

COMPENSATION

- 4.1 Compensation under this Contract shall be pursuant to the terms specified in Exhibit "B."

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Contractor will function in cooperation with the Owner's designated representative, which is set forth in Article 1 of this Contract. The Service Contractor will consult with the Owner's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Contractor shall fully cooperate with the Owner and, if applicable, the Owner's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the Owner's representative and advising, meeting with, consulting with, and coordinating with the Owner's representative.

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with

the Owner representative and with the Service Contractor's employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner's representative and with the Service Contractor's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

5.4 The Service Contractor shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Contractor, or any entity or person under the Service Contractor's supervision or control, do not harm, or allow harm, to the Owner's computers, systems, networks, and technology. The Service Contractor shall take any and all measures possible to protect the Owner's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND CONTRACT PRICE

6.1 All invoices shall be as set forth in Exhibit "B."

6.2 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the Unit Pricing identified in Exhibit B in this contract. The price set forth in this Paragraph 6.2 shall constitute the Contract Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD a minimum of ninety (90) days prior to the expiration date each subsequent year that contract is renewed.

- a. Electrical Contractor Services will be requested on an as needed basis as per the unit prices provided in Attachment I included in Exhibit B of this Contract.

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Contract with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause, order the Service Contractor in writing to suspend, delay or interrupt the work or services covered by this Contract, in whole or in part, for such period of time as the Owner may determine.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Contractor and its employees shall perform as an independent contractor and not an employee or representative of the Owner. The Service Contractor retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Contractor's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Contractor shall maintain strict discipline among all personnel employed at any Program site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Contractor shall use any tobacco product while at any Program site, on any property owned by Owner or at any function or event sponsored by or held on behalf of Owner.

ARTICLE 9

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

9.1.1 A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

ARTICLE 10

RESPONSIBILITY FOR SERVICES

10.1 In the performance of this Contract, the Service Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards

where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 10.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

10.3 Service Contractor warrants that any goods to be produced to or delivered to Owner during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

10.4 The Owner acknowledges that the Service Contractor shall be entitled to rely on the accuracy and currency of information supplied by the Owner or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

10.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 11

OWNERSHIP OF WORK PRODUCT

11.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Contractor in connection with its performance under this Contract (the "Information") shall be the property of the Owner. In entering into this Contract, the Service Contractor hereby transfers to the Owner all right, title, and interest, including the copyright, in and to the Information.

11.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the Owner. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.

11.3 All original technical data, evaluations, reports and other work product of the Service Contractor shall be delivered to the Owner upon the completion, cancellation or termination of Services under this Contract within three (3) business days of such completion, cancellation or termination. The Service Contractor may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 12

ACCOUNTING AND RECORDS

12.1 The Service Contractor shall maintain a system of accounting and record keeping for all Services. Further, the Service Contractor will allow the Owner's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Contract.

ARTICLE 13

COMPLIANCE WITH LAWS

13.1 The Service Contractor shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Contract including but not limited to laws

governing health, safety, the protection or preservation of the environment, and occupational licensing. DCSD policies are available via the following link:
https://simbli.eboardsolutions.com/SB_ePolicy/SB_PolicyOverview.aspx?S=4054

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 The Service Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Contractor will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 15

CONTINGENCY FEES

15.1 The Service Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Contract or any contract with the Owner, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract or any other contract with the Owner.

ARTICLE 16

SUBCONTRACTORS

16.1 Service Contractor shall manage all work and Services performed under this Contract. Upon the Owner's prior written consent, the Service Contractor may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Contractor and the Owner will not be diminished.

16.2 All of the Service Contractor's Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor's direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Contract.

16.3 If the Service Contractor utilizes Subcontractor(s) with respect to this Contract, then the Service Contractor will require Subcontractor(s) to comply with all terms and conditions of this Contract including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 17

SUCCESSORS AND ASSIGNS

The Service Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 18

INSURANCE

18.1 The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

18.2 The insurance requirements of this Contract are:

| Type of Insurance | Coverage Limits |
|--|--|
| Workers Compensation | \$1,000,000 |
| Employer's Liability | \$1,000,000 annual aggregate |
| Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage | \$2,000,000 annual aggregate \$1,000,000 per occurrence |
| Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos | \$2,000,000 annual aggregate \$1,000,000 per occurrence |

18.3 The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other party in the event that such other party substantially fails to perform its material obligations set forth herein.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.

ARTICLE 21

CONTRACT ADMINISTRATION

21.1 The Owner and the Service Contractor have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Contract. The Owner's representative shall have no power or authority to change this Contract or to execute or agree to any change orders. The Owner may change its representative or declare a designee by written notice to the Service Contractor.

21.2 To be binding against the Owner, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Contract must be in writing and signed by the Owner. The Service Contractor acknowledges that the Owner does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the Owner or the Service Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract, or the waiver of any breach of the terms and conditions of this Contract, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Contractor and the Owner will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Contract shall be governed by the laws of the State of Georgia.

ARTICLE 22

FORCE MAJEURE

22.1 The Service Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Contract during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 23

CAPTIONS

23.1 The headings in this Contract are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Contract or any part hereof.

ARTICLE 24

ENTIRE AGREEMENT

24.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Program and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Service Contractor.

ARTICLE 25

MISCELLANEOUS

25.1 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

25.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor's services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

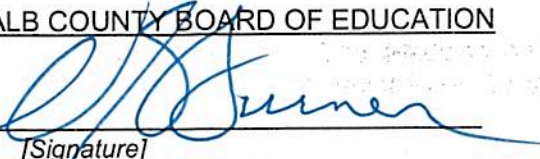
25.3 The exclusive venue for any civil action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.

IN WITNESS WHEREOF, the Owner and the Service Contractor, intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Contract.

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:



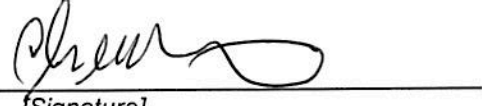
[Signature]

Mrs. Vickie B. Turner

~~Mr. Marshall Orson~~, Chairman

[Printed Name, Title]

By:



[Signature]

Mrs. Cheryl Watson-Harris

[Printed Name]

Superintendent

[Printed Title]

1701 Mountain Industrial Blvd

Stone Mountain, GA 30083

[Printed Address]

01/22/21

[Date of Execution]



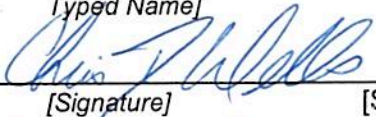
D. Benjamin Estill, II, Chief Operating Officer

SERVICE CONTRACTOR:

Capital City Electrical Services

Typed Name]

By:



[Signature]

[SEAL]

Chris Wells

[Printed Name]

Account Manager

[Printed Title]

1346 Oakbrook Dr., Suite 170A

Norcross, GA 30093

[Printed Address]


1/4/21

[Date of Execution]

EXHIBIT "A"

DeKalb County School District
 Electrical Contractor Services
 October 1, 2020

ITB No. 20-752-036
 Project # Not Applicable
 Page 1 of 34

| | |
|---|--|
|  <p>DeKalb County School District</p> | DeKalb County Board of Education Operations Division Sam A. Moss Service Center 1780 Montreal Road Tucker, GA 30084-6705 |
|---|--|

INVITATION TO BID (ITB) No. 20-752-036 For ELECTRICAL CONTRACTOR SERVICES

Owner: DeKalb County Board of Education (the "Board")
 Design and Construction Department
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, GA 30084-6705

Solicitation Timeline Summary (Dates are subject to change)

| EVENT | DATE(S) | TIME | LOCATION |
|---------------------------------------|-------------------------|----------------|---|
| Solicitation Opens | October 1, 2020 | | https://www.dekalbschools.ga.gov/wave.net and www.demandstar.com |
| Mandatory Pre-Bid Conference | October 8, 2020 | 9:00 AM | Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084 |
| Final Questions Due | October 14, 2020 | 2:00 PM | dcsd-op-bidquestion@dekalbschools.ga.gov |
| Final Addendum | October 19, 2020 | 2:00 PM | https://www.dekalbschools.ga.gov/wave.net and www.demandstar.com |
| Bid Due Date & Time | October 22, 2020 | 2:00 PM | Sam A. Moss Center, 1780 Montreal Rd. Tucker, GA 30084 |
| Public Bid Opening | October 22, 2020 | 2:30 PM | TBD |
| Anticipated Board Review and Approval | December 7, 2020 | | |
| Anticipated Notice of Award | December 2020 | | |

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- I. INSTRUCTIONS TO BIDDERS
- II. DEFINITIONS
- III. GENERAL TERMS AND CONDITIONS
- IV. PROTEST PROCEDURES FOR OPERATIONS DIVISION CONTRACT AWARDS

Owner's Standard Forms (included with ITB):

- Attachment A Contractor's ITB Checklist (2 pages)
- Attachment B1 Corporate Certificate (1 page)
- Attachment B2 Partnership Certificate (1 page)
- Attachment B3 Entity Certificate (1 page)
- Attachment C Subcontractor Listing (1 page)
- Attachment D Offeror's and Individuals' Affidavit of Noncollusion (2 pages)
- Attachment E Conflict of Interest Disclosure Form (2 pages)
- Attachment F Form of Consent to Release Information (1 page)
- Attachment G Vendor Reference Form (1 page)
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Owner's Project Specific Information (separate file from ITB)

- Appendix A Owner's Preliminary Program Narrative (4 pages)
- Appendix B Standard Form of Contract for Services (Non-Capital Outlay Services)(20 pages)
- Appendix C Subcontractor Affidavit of Noncollusion (1 page)
- Appendix D DCSD 2020 Vision – Educational Specifications and Design Guidelines-Division 9-Finishes

I.
INSTRUCTIONS TO BIDDER

A. EXAMINATION AND ACQUISITION BID DOCUMENTS

Invitation to Bid ("ITB") documents will be available **October 1, 2020**, and may be obtained from the DeKalb County School District website at <http://www.dekalbschoolsga.lonwave.net>. This Invitation to Bid is based upon the attached Owner's Criteria and Narrative Scope of Work, which is incorporated herein by reference.

B. MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference to be held in the Stokes Conference Room at the Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 at **9:00 a.m.** local time on **Thursday, October 8, 2020. Attendance is mandatory.**

C. RECEIPT OF BID PACKAGE PUBLIC OPENING

1. The **original and two (2) copies of the Bid** along with and **one (1) electronic copy** on a flash drive or CD, must be received at the DeKalb County School District, Operations Division, Sam A. Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084 no later than the date and time (determined by the date/time card stamp of the DCSD Facilities Procurement Services Department) set forth in the "Invitation to Bid." The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

It is the sole responsibility of the bidder to ensure timely delivery of the bid submittal. The respondent is responsible for allowing adequate mailing or delivery time in order for their proposal to be delivered by the specified due date and time. Offers by telegram, facsimile machine, or telephone will not be accepted. Bids will be time and date stamped upon receipt at the address listed above. The exact time of receipt is determined by the date/time stamp. Any Bids received after the designated time and date will be deemed late and will not be accepted by DCSD.

2. Responses must be on the forms furnished within this Invitation to Bid and completed in their entirety. All bids must be submitted on the attached bid form. The bid form is Attachment I of this ITB.
3. Bids must be submitted in a sealed envelope with Attachment L Bid Delivery Label completed and affixed to the exterior of the package.

D. BID SUBMISSION

1. Bidders are instructed to carefully read all terms, conditions and specifications as set forth in the Invitation to Bid. Responses must be either typed or written in ink. Any correction made on the bid form (white out or strike through) must be initialed by an authorized representative of the company submitting the bid or the bid may be rejected by DCSD. Each bidder is required to furnish all information requested in the ITB.
2. Each bidder is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and DCSD policies and/or regulations pertaining to DCSD procurement.
3. DCSD assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid response. This provision applies whether or not a dispute arises.
4. All bids submitted become the property of the DCSD and are subject to applicable open records policies and laws.

E. FINANCIAL INFORMATION

The vendor's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the vendor's most recent tax return and balance sheet will be accepted.

F. REFERENCES

Bidder shall provide a minimum of three (3) client references for which the bidder has fulfilled a project of similar scope and complexity as this Invitation to Bid. Bidder shall include the following information with the client references: company name, contact person, company address, telephone number, and email address. Submit references using the form provided as Attachment G. **FAILURE TO PROVIDE THIS INFORMATION WITH THE BID RESPONSE WILL CAUSE THIS BID TO BE NON-RESPONSIVE AND REJECTED.**

G. BUSINESS LICENSE

Bidders shall submit with their Bid, a copy of their valid company business license. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, Bidder shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Bidder for the duration of the contract. Provision of copy of business license is a mandatory requirement (include with Required Forms).

H. INSURANCE REQUIREMENTS

A Certificate of Insurance and/or ACORD form is required with solicitation submittal. Provision of Certificate of Insurance is a mandatory requirement (include with Required Forms). Bids submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this ITB will be contingent upon receipt within five (5) business days of request for insurance documentation complete with the following requirements. In the event the awarded Respondent cannot produce insurance coverage acceptable to the DCSD within the time provided, DCSD reserves the right to award this solicitation to the next highest ranked firm. Please refer to Article 19 and Exhibit "A" of the Contract for required Insurance.

I. NON-COLLUSION

Bidders shall fully certify that they, as an individual or as engaging official of a formal business entity have not entered into any agreement, participated in collusion or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their bid response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

As a part of the response to this ITB, the contractor shall submit with its proposal an affidavit in the form of the Offeror's and Individuals' Affidavit of Noncollusion included in the Bid Documents as Attachment D. If the bidding contractor is a partnership, all of the partners and any officer, agent, or other person who intend to represent or act for them in bidding for or procuring the Contract for the Project shall also sign the affidavit. If the bidding contractor is a corporation or other entity, all officers, agents, or other persons who intend to act for or represent the corporation or other entity in proposing for or procuring the Contract for the Project shall also sign the affidavit.

The Subcontractor's Affidavit of Noncollusion is included with the Bidding Documents as Appendix C. Not later than simultaneously with the execution of the Contract, the successful contractor shall deliver to the Owner the completed and executed Subcontractor's Affidavit of Noncollusion in accordance with O.C.G.A. § 36-91-21(e).

The contractor awarded the contract shall require every Subcontractor from whom the contractor received a bid or proposal to complete and sign the Subcontractor's Affidavit of Noncollusion.

J. CONFLICT OF INTEREST

Bidders must disclose with their bids the name of any officer, director or agent who also is a DeKalb County School District employee or Board Member. Bidders must disclose the name of any DeKalb County School District employee or Board Member who owns, directly or indirectly an interest in the bidder's firm or any of its' branches. Bidders shall certify that this bid response is impartial, at arms-length and free of any conflict of interest, unfair advantage or personal benefit to any DeKalb County School District official.

K. FORM OF CONTRACT

If awarded the subject contract, the bidders will be required to sign the Standard Form of Contract for Services. A copy of the contract form is provided with this ITB as Appendix B.

L. BASIS OF AWARD

Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. The bidder(s) who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product(s) or service(s) specified, will be recommended to the Board for approval.

The DCSD reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one bidder, to accept portions of the bid from several bidders, or to reject all bids submitted or waive any minor irregularity. The DCSD reserves the right to award the bid under the most beneficial economic terms for the DCSD.

M. BID PRICES

Bid prices will be held firm and remain open for acceptance for ninety (90) days from the time and date of the bid opening, except as expressly provided by law.

N. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds from a surety satisfactory to DCSD must be furnished by the bidder awarded the contract in an amount not less than 100 percent (100%) of the contract price if the contract price is \$100,000 or more.

O. PERMITS

The successful contractor shall obtain all federal, state and local permits required for the Project, if any.

P. RIGHTS OF WAY AND EASEMENTS

All rights of way and easements anticipated for the Project, if any, have been obtained.

Q. COMMUNICATIONS WITH DCSD STAFF

The assigned contact persons for this RFP are Belinda Quillet, Procurement Manager and Angela Arlene-Myrick Procurement Specialist II, for the Operations Division. Mrs. Quillet can be reached at 678-676-1373 or by email at dcsd-op-bidquestion@dekalbschoolsga.org. Mrs. Arlene-Myrick can be reached at (678) 676-1554 or by email at angela_arlene-myrick@dekalbschoolsga.org. Prospective Respondents must limit their contact regarding this RFP to the assigned contact persons.

R. PROHIBITED CONTACTS

Except with the consent of the proposal contact person, all proposers, including any persons affiliated with or in any way related to proposer, are strictly prohibited for contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DeKalb county school district shall be in writing, in appropriate circumstances or cases, as directed by the contact person above. Except as expressly provided in, or permitted by, the RFP documents, from the date of issuance of the request for proposals until final DeKalb county board of education action of approval of contract award, the proposer submitting a bid shall not initiate any communication or discussion concerning this procurement with any employee, agent, representative or member of the board of education for DeKalb County School District. Furthermore, no employee, officer, or agent of the DeKalb county board of education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest. Any violation of this restriction may result in the rejection of the proposal response.

S. QUESTIONS AND ANSWERS

It is intended that this proposal be adequate for any vendor to respond the DeKalb County School District requirements. However, should proposers have questions, all questions should be submitted electronically via email to Belinda Quillet at dcsd-op-bidquestion@dekalbschoolsga.org. Questions submitted to any other mail box, voice mail or email address will not be considered for response. The deadline for receipt of vendor questions is **Wednesday, October 14, 2020 at 2:00 p.m.** Questions received after the deadline time will not be considered. Questions received by the deadline time will be answered in writing and posted to the website <https://www.dekalbschoolsga.org/ionwave.net> no later than **Monday, October 19, 2020 at 2:00 p.m.** No response other than written, by the procurement manager, will be binding upon DCSD.

T. ADDENDA

It is the vendor's responsibility to check the DCSD Current Solicitations website at <https://www.dekalbschoolsga.org/ionwave.net> or www.demandstar.com for any addenda, responses to vendor questions, or other communications which may be necessary during the solicitation period.

The Board of Education reserves the right to reject any and all bids and to waive technicalities and informalities.

II. DEFINITIONS

- A. **Bidding Documents** - the Advertisement for Bids, the Instructions to Bidders, the Bid Form, the form of Bid Bond (if required), the form of Subcontractor Listing, the form of Corporate Certificate, the form of Partnership Certificate, the form of Entity Certificate, the form of Bidder's and Individuals' Affidavit of Noncollusion, the Standard Form of Contract for Services, the form of Performance Bond (if required), the form of Payment Bond (if required), all other proposed contract documents, and any Addenda issued prior to Bid opening.
- B. **Addendum** - Written or graphic instruments issued prior to the date for opening of bid, which modify or interpret the Bid Documents by additions, deletions, corrections or clarifications.
- C. **Collusion** - A secret agreement among bidders to circumvent laws and regulation when submitting bids and offers in an attempt to win contracts by illegal means or methods.
- D. **Contract** - A formal written agreement between the owner and a vendor for providing goods and services.
- E. **DCSD** - For the purposes of this proposal, DCSD shall mean "DeKalb County School District" and "The District".
- F. **Invitation to Bid (ITB)** - A written competitive sealed bid process, in which award is usually made to the lowest responsible and responsive bidder.
- G. **Lobbying** - Lobbying is defined as any action taken by an individual, respondent, association, joint venture, partnership, corporation, and all other groups who seek to influence the decision of a Board Member or District Personnel, as it relates to formal solicitations.
- H. **Notice of Award** - The written notice of the acceptance of the Bid from DCSD to the awarded respondent.
- I. **Notice to Proceed** - The written notice issued by DCSD to the awarded respondent authorizing them to proceed with the work and establishing the date of commencement of the contract time.
- J. **Owner** - For the purposes of this proposal, Owner shall mean DeKalb County Board of Education.
- K. **Respondent** - For the purposes of this bid, any person, respondent, corporation or agency submitting a response to this Invitation to Bid or their duly authorized representative. The word bidder, vendor, offeror or respondent may be used interchangeably within the Invitation to Bid.
- L. **Responsible Respondent** - Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- M. **Responsive Respondent** - Respondent that has submitted a bid that conforms in all material aspects of the solicitation.
- N. **Scope of Work** - Includes the Work, as the term herein defined, as well as the responsibility of performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- O. **Specifications** - A description of what the owner seeks to buy and what a bidder must be responsive to in order to be considered for an award of a contract.

III. GENERAL CONDITIONS

A. AWARDS

Award will be made to the lowest responsive and responsible bidder(s) meeting all specifications and requirements. The bidder(s) who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product(s) or service(s) specified, will be recommended to the Board for approval. The DCSD reserves the right to award to more than one bidder. Award of bids will be made in the best interest of DCSD.

B. CONTRACT TERMS

Appendix B is DeKalb County School District's Standard Form of Contract for Services between the DeKalb County Board of Education and the Contractor, Version 6.2015, which specifically outlines the contractual responsibilities. All responders should thoroughly review the documents prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the DeKalb County School District, responders should review any proposed revisions with an officer of the Firm having authority to execute the contract. No alterations can be made in the contract after award by the DeKalb County School District.

C. ILLEGAL IMMIGRATION REFORM AND ENFORCFEMENT ACT OF 2011

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services. The Immigration and Security Certification form **must** be completed, notarized and returned with your bid. The remaining forms are attached as Exhibits to Appendix B – Standard Form of Contract for Services and will be required to be completed and returned with the contract.

D. COMPLIANCE

Final inspection of all products/services for acceptance or rejection will be made by DCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by DCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

E. CANCELLATION

Awards, contracts, and extensions may be cancelled for convenience by DCSD at any time. In the event of termination of this contract by DCSD, the DCSD will be responsible only for those items and or services that have been delivered and accepted according to the bid specifications and will not be responsible for any claims for damages, including but not limited to, claims for list profits.

F. ASSIGNMENT OF AWARD

The successful Respondent may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

G. TAXES

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

H. NON-DISCRIMINATION

DCSD does not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

I. DRUG-FREE WORKPLACE

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs on school district property during the performance of the contract.

J. SMOKE-FREE WORKPLACE

By submission of a response to this Bid, the bidder certifies that he/she and his/her employees will not use tobacco products on school property at any time during the performance of this contract.

K. SUSPENSION AND DEBARMENT

By submitting this bid, the bidder certifies that the bidding company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this bid, the bidder certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any Federal or State department or agency and that the bidder complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as bid submissions are evaluated and any transaction is entered into. If it is later determined that the prospective bidder has knowingly rendered an erroneous certification, the DeKalb County School District may pursue all available remedies, including but not limited to suspension and/or debarment.

The bidder shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The bidder agrees by submitting this form that should the proposed transaction be entered into, the prospective bidder shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

L. GEORGIA OPEN RECORDS ACT

Without regard to any designation made by the person or entity making a submission, DeKalb County School District considers all information submitted in response to this invitation or request to be a public record that may be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., without consulting or contracting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

M. VENDOR EMPLOYEES ON DCSD PROPERTY

All Vendor employees, agents and subcontractors working on DCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Vendor shall provide and institute necessary security measures to prevent **unauthorized** access to any and all computer networks and Proprietary Information, trade secrets or Student Information of DCSD by any of its employees or agents, and Vendor shall be liable and responsible to DCSD for any and all security breaches by its employees or agents.

N. AMENDMENTS IN WRITING

No amendment of any term or condition contained in this contract, including the Bid and Vendor's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of DCSD, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

O. INDEMNIFICATION

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, liens, costs and expenses of every type whatsoever including, without limitation, attorneys' fees and expenses, arising out of or in connection with the Contractor's performance of this Contract and the Work, to the extent caused by the Contractor, or anyone for whose acts the Contractor is or may be responsible or liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner. The Contractor shall not indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, caused by or resulting from the sole negligence of the Owner, or its officers, agents or employees; provided, however, this indemnification obligation shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or its subcontractors, sub-subcontractors, or suppliers under workers' compensation acts, disability benefit acts or other employee benefit acts.

P. COMPLIANCE WITH LAWS

This ITB and subsequent agreements are subject to the laws of the State of Georgia. All items or services furnished must comply with applicable federal, state, and local laws, codes, and regulations.

Q. BACKGROUND CHECKS

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

R. RESPONDENT PERFORMANCE

The successful Respondent is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this ITB document and any negotiated contract(s). Failure of the Respondent to fully perform these obligations may result in cancellation of the award and contract.

DCSD will look to the Respondent and his/her identified personnel to coordinate and deliver the services described in this ITB. The obligations of the contract shall not be delegated to subcontractors or assigned to any third party.

S. COSTS INCURRED

DCSD is not liable for any costs incurred by a Respondent in preparing and/or submitting a response to this ITB or for any interview if requested. Any and all costs incurred by the Respondent in preparing and/or submitting a response to this ITB shall be the sole responsibility of the Respondent and shall not be reimbursed by DCSD.

T. PERMITS AND APPLICABLE LAW

Respondents shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fully execute the requirements stated herein. Respondents shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Respondents shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Respondents shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

U. CONFIDENTIALITY AND NON-DISCLOSURE

Information made available to Respondents by DCSD shall be used only for purposes related to responding to this ITB and shall not be used for any other purpose without the express written permission of DCSD.

Respondents to this ITB unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include, but is not limited to student and human resource file contents.

V. RIGHTS RESERVED

DCSD reserves the right to accept or reject any and/or all parts of responsive bids received and/or to reject all bids submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

W. CONDITIONAL PROPOSALS

Bids that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

X. RESPONDENT FAILURE

In the event services to be furnished by the successful Respondent should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful Respondent to perform contracted services may also result in the removal of that Respondent from doing business with DCSD for a period of not less than one year.

**IV.
PROTEST PROCEDURES FOR OPERATIONS DIVISION CONTRACT AWARDS**

Protest Process. This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD directly related to design and construction, for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Facilities Management for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
3. **Form of protest.** At a minimum, the written protest must include the following:
 - a. the name and address of the protestor;
 - b. appropriate identification of the solicitation;
 - c. a statement of reasons for the protest;
 - d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and
 - e. the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.

4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Design and Construction Department. The protest may be sent by any of the following means:

**MAIL: Attention: Mr. Noel Maloof
 Deputy Chief Operations Officer
 DeKalb County School District
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, Georgia 30084**

FAX: (678) 676-1475

The Offeror must observe the following deadlines when filing a protest:

| Type of Protest | Protest Filing Deadline |
|---|---|
| Challenge to Competitive Solicitation Process | Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid. |
| Challenge to an Intended or Actual Contract Award | In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted. |
| | In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted. |

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. **Stay of procurement during protest review.** When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Design and Construction Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.** The Facilities Management Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:
- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
 - If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.
7. **Costs.** In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

(END OF ITB – SEE ATTACHMENTS AND APPENDICES)

ATTACHMENT A: CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received Invitation to Bid (ITB) No. 20-752-036 for Electrical Contractor Services containing a full set of documents:

Owner's Project Specific Information

| | |
|------------|---|
| Appendix A | Owner's Preliminary Program Narrative (4 pages) |
| Appendix B | Standard Form of Contract for Services (Non-Capital Outlay Services)(20 pages) |
| Appendix C | Subcontractor Affidavit of Noncollusion (1 page) |
| Appendix D | DCSD 2020 Vision – Educational Specifications and Design Guidelines-Division 9-Finishes (6 pages) |

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

| Owner's Standard Forms: | | Include with Bid | Check Box to Confirm Inclusion |
|--------------------------------|--|------------------------------|---------------------------------------|
| Attachment A | Contractor's ITB Checklist (2 pages) | YES | <input type="checkbox"/> |
| Attachment B1 | Corporate Certificate (1 page) | B1 or B2 or B3 as applicable | <input type="checkbox"/> |
| Attachment B2 | Partnership Certificate (1 page) | | <input type="checkbox"/> |
| Attachment B3 | Entity Certificate (1 page) | | <input type="checkbox"/> |
| Attachment C | Subcontractor Listing (1 page) | YES | <input type="checkbox"/> |
| Attachment D | Offeror's and Individuals' Affidavit of Noncollusion (2 pages) | YES | <input type="checkbox"/> |
| Attachment E | Conflict of Interest Disclosure Form (2 pages) | YES | <input type="checkbox"/> |
| Attachment F | Form of Consent to Release Information (1 page) | YES | <input type="checkbox"/> |
| Attachment G | Vendor Reference Form (1 page) | YES | <input type="checkbox"/> |
| Attachment H | Vendor Questionnaire (1 page) | YES | <input type="checkbox"/> |
| Attachment I | Bid Form (3 pages) | YES | <input type="checkbox"/> |
| Attachment J | Immigration and Security Certification Form (2 pages) | YES | <input type="checkbox"/> |
| Attachment K | Suspension and Debarment Certification (1 page) | YES | <input type="checkbox"/> |
| Attachment L | Bid Delivery Label (1 page) | Affix to exterior of package | |
| Attachment M | No Submittal Response Form (1 page) | N/A | |
| Other Requirements: | | Include with Bid | Check Box to Confirm Inclusion |
| | Sample Certificate of Insurance, per Instruction Bidders Item I. | YES | <input type="checkbox"/> |
| | Copy of Business License, per Instructions Bidders Item H. | YES | <input type="checkbox"/> |
| | Acknowledgement of ALL addenda (if any) below. | YES | <input type="checkbox"/> |
| | Electronic Version of bid documents | YES | <input type="checkbox"/> |

Indicate **Addenda(s) Nos.** _____ received (**none unless indicated here**).
 The Contractor is responsible for reading and understanding all sections of this ITB, and affirms that the Contractor shall be bound by all of the terms and conditions contained in this ITB.

DeKalb County School District
Electrical Contractor Services
October 1, 2020

ITB No. 20-752-036
Project # Not Applicable
Page 16 of 34

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Contractor and its officers and employees have not entered into any agreement with any other Contractor or prospective Contractor or with any other person, firm or corporation relating to any prices or other terms named in this ITB or any other ITB, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this ITB.

Name of Contractor: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

Sworn to and subscribed before me this ___ day of _____, 2___.

Notary Public: _____ My commission expires: __/__/__.

(SEAL)

THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES.

**ATTACHMENT B1: CORPORATE CERTIFICATE
(Bids)**

STATE OF _____
COUNTY OF _____

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor was then _____ of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of _____.

[signature]

[typed name]

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
____/____/____

**ATTACHMENT B2: PARTNERSHIP CERTIFICATE
(Bids)**

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, personally appeared _____, who executed the above bid, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

[Affiant's Signature]

Partner

Partner

Partner

Partner

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(seal)

Notary Public

My Commission Expires:
____/____/____

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.

**ATTACHMENT B3: ENTITY CERTIFICATE
(Bids)**

STATE OF _____

COUNTY OF _____

I, _____, certify that I am the Secretary of the entity named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor was then _____ of said entity, that said bid was duly signed for and in behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a _____ organized under the laws of the State of _____.

[signature]

[typed name]

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
____/____/____

ATTACHMENT D: BIDDER'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION

(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))

STATE OF _____

COUNTY OF _____

COMES NOW, _____ ("Bidder"),
[name of Bidder]

appearing by and through _____, it's _____
[insert name of individual with authority to bind Bidder] *[title]*

(averring both individually and in his or her representative capacity on behalf of Bidder) (the "Individual And Representative Affiant"), and _____

[In these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Bidder is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding for or procuring the contract for the DeKalb County Board of Education Electrical Contractor Services Project, (the "Project").

3. If the Bidder is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This ____ day of _____, 2____

[insert name of Bidder]

and

[insert name of Individual And Representative Affiant]

By: _____, both individually and on behalf of Bidder as its
[signature]

[insert title]

Individual Affiants' signatures and names:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

Sworn to and subscribed before me this ____ day of _____, 2____.

Notary Public: _____ My commission expires: __/__/__.
(SEAL)

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that

1. I *(Printed Name)*, _____ am the *(Title)*
_____ and I am the duly authorized
representative of the firm of *(Firm Name)* _____
_____ (the "Firm") for purposes of this Affidavit,
whose address is *(Firm Address)* _____
_____, and I possess the legal authority to make this Affidavit on behalf of myself
and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

| <u>Firm Representative</u> | <u>Owner Representative</u> | <u>Relation</u> |
|----------------------------|-----------------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS *(fully disclose and completely explain)*

[Continued on Next Page]

- This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, Proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____

Personally known: _____

OR Produced Identification: _____

Type of Identification: _____

Notary Public – State of _____

My Commission Expires _____

Affix Notary Seal Here:

ATTACHMENT F: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Bid to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such Bid), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This ___ day of _____, 2___.

[Printed name of person or entity consenting to release of information]

By: _____

Printed name: _____

Printed Title: _____

ATTACHMENT H: VENDOR QUESTIONNAIRE

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Office Address that will perform the majority of the work under this ITB: _____

Individual that will be primary point of contact for service under this ITB (name/email/phone): _____

Number of years in business, providing work detailed in this ITB: _____

List all applicable Business and Individual licenses/certifications applicable to the work detailed in this ITB _____

Has Vendor been declared in default of any contract? If yes, explain by attachment.

Yes _____ No _____

Has an uncompleted contract been assigned by Vendor's surety company or any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? If yes, explain by attachment.

Yes _____ No _____

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? If yes, explain by attachment.

Yes _____ No _____

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? If yes, explain by attachment.

Yes _____ No _____

Within the next year, does Vendor plan any personnel reductions? If yes, explain by attachment.

Yes _____ No _____

ATTACHMENT I: BID FORM STANDARD FORM OF CONTRACT FOR SERVICES

DeKalb County Board of Education
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, Georgia 30084

In compliance with your Invitation to Bid and the Bidding Documents, the undersigned Bidder,

[legal name of Bidder]

[address of Bidder]

[telephone number of Bidder]

[email address of Bidder]

having carefully examined the site and Bidding Documents, including the proposed contract documents and any Addenda thereto, for Project: **Electrical Contractor Services District-Wide** proposes and agrees, if this bid is accepted, to enter into a contract with the Owner in the exact form identified in the Invitation to Bid and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated, and submits the following proposed Unit Price that will be inserted into Exhibit A of the contract as set forth below:

The undersigned Bidder further agrees to the following Unit Prices as provided for in the contract documents:

ITEM 1- HOURLY RATES for Electrical Contractor Services:

| SERVICE | HOURLY RATE | OT RATE & WEEKENDS |
|-----------------------------|-------------|--------------------|
| Licensed Master Electrician | \$ /Hour | \$ /Hour |
| Licensed Journeyman | \$ /Hour | \$ /Hour |
| Apprentice Electrician | \$ /Hour | \$ /Hour |
| Labor | \$ /Hour | \$ /Hour |

ITEM 2- COST OF MATERIAL MARK UP:

| | |
|---|---|
| % mark-up over list price for materials | % |
|---|---|

NOT TO EXCEED 15%

ITEM 3- EQUIPMENT RENTAL

| | |
|---|---|
| % mark-up over list price for equipment | % |
| NOT TO EXCEED 15% | |

Materials to be furnished by Contractor shall be at the Contractor's actual cost plus percentage bid, as specified.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed **\$99,999.99 per project** and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

| Renewal Rate Increases (if any) | % |
|---------------------------------|---|
| Year 1 | % |
| Year 2 | % |
| Year 3 | % |
| Year 4 | % |

Vendor shall provide overall increase by percentage for all pricing and rates above for years 1 thru 4 of potential contract renewal.

The Bidder understands that the Owner reserves the right to reject any or all Bids, and to waive technicalities and informalities.

The Bidder agrees that this Bid may not be revoked or withdrawn for a period of ninety (90) days after the date and time of Bid opening, but shall remain open for acceptance for a period of ninety (90) days following Bid opening.

The person signing this bid form must be legally authorized to bind the company.

Respectfully submitted,

[typed name of Bidder]

By: _____ [seal]
[signature]

[typed name and title]

[address of Bidder]

(_____) _____
[business telephone number]

[date of execution]

STATE OF _____

COUNTY OF _____

Came before me, _____, and after being
[typed name of individual signing Bid]

duly sworn, deposes and says that he/she is _____ of
[Title]

_____ and that all of the foregoing is true and correct
[Bidder]

to best of his/her information and belief.

[signature of individual signing Bid]

Subscribed and sworn to before me this ___ day of _____, 20___.

(seal)

Notary Public

My Commission Expires:

___/___/___

ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a) _____ **(Initial here)**: Offeror/Bidder warrants that, Offeror/Bidder has registered at <https://e-verify.uscis.gov/enroll> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Offeror/Bidder further warrants and agrees Offeror/Bidder shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. **[Offerors/Bidders who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded].**

or

(b) _____ **(Initial here)**: Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. **[Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded].**

or

(c) _____ **(Initial here)** Offeror/Bidder is an individual who is 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 services to be rendered by such individual and thus does not have to provide an affidavit.

3) _____ **(Initial here)** Offeror/Bidder will not employ or contract with any sub-contractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) _____ **(Initial here)** Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-

contractor, the date the authorization to use the federal work authorization program was granted to sub-

ATTACHMENT L: BID DELIVERY LABEL



DELIVER TO:

**DeKalb County Board of Education
Attn: Procurement Manager
Sam A. Moss Service Center
1780 Montreal Road
Tucker, Georgia 30084**

SEALED BID – DO NOT OPEN

(affix to package)

ITB No: **20-752-036**

ITB Title: **Electrical Contractor Services**

Due Date/

Time: **October 22, 2020, no later than 2:00 PM**

Submitted by:

Vendor Name: _____

Address: _____

DeKalb County School District
Electrical Contractor Services
October 1, 2020

ITB No. 20-752-036
Project # Not Applicable
Page 34 of 34

ATTACHMENT M: NO SUBMITTAL RESPONSE FORM

ITB Number: **20-752-036**

DCSD Project No.: **Not Applicable**

Title: **Electrical Contractor Services**

If your company will not be submitting a Bid in response to this Invitation to Bid, please complete this form and return or fax, prior to the ITB due date established within to:

**DeKalb County Board of Education (the "Board")
Sam A. Moss Service Center - Procurement Services
Attention: Procurement Manager
1780 Montreal Road
Tucker, Georgia 30084-6705
Fax (678) 676-1475**

This information will assist Procurement Services in the preparation of future ITBs.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please check reason for a "no submittal."

Specifications "too tight," geared toward one brand or manufacturer (explain below)

Insufficient time to respond

Specifications unclear (explain below)

We do not offer this service or an equivalent

Our schedule does not permit us to perform

Unable to meet specifications

Unable to meet bond requirements

Unable to hold prices respondent throughout the term of the contract period

Unable to meet insurance requirements

Other _____

Explanation: _____

If submitting this form, **only** this form needs to be returned.

**Revised Appendix A: Owner's Criteria and Narrative Scope of Work
ITB 20-752-036 Electrical Contractors**

1. PURPOSE

The DeKalb County School District (DCSD) is seeking bids from qualified vendors to provide Electrical Services on an as needed basis to support the DCSD Facilities/Maintenance Department and CIP SPLOST Program. This shall include, but not be limited to, those listed in the scope of work and specifications. The specification and scope of work listed and described in the body of this Invitation to Bid (ITB) establishes the minimum requirements for Electrical Contractor.

Minimum Qualification Requirements:

To be eligible for award of this project bidders shall:

- A. Provide evidence of a minimum of five (5) years of experience performing electrical maintenance, repair, renovations and installation services.
- B. Provide verifiable client references demonstrating successful completing of a least three (3) electrical projects of similar scope and performed within the last three (3) years.

2. GENERAL OVERVIEW/SCOPE OF WORK

- A. The successful Contractor shall provide all labor, materials and equipment necessary to perform maintenance, repair, renovations, installation or alteration of electrical systems including lighting, power, electrical related fixtures, computer and telephone wiring and any other components requested by the District. Work may be performed on the exterior or interior of buildings.
- B. Projects shall include, but not limited to, adding additional circuits, replacing panels and sub-panels, adding dedicated lines and grounds, replacing motors, running telephone and computer wiring and other electrical work required by the District. This is to be performed by the Contractor on a time and material basis.
- C. All work shall be performed according to the standards of the electrical code as adopted by the State of Georgia and to the complete satisfaction of the District. The District will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor shall be responsible for advising the District when a permit or inspection is needed. The Contractor shall schedule any needed inspections.
- D. All work shall be scheduled at the convenience of the District as not to interfere with instruction time.
- E. Man hours under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labor. The hourly rate charged for any work performed after regular operation hours of 7:00 am to 3:00 pm Monday through Friday, on

weekends or holidays shall not exceed 1.5 times the basic hourly labor rate for the individual performing the service.

- F. Contractor shall not subcontract any portion of the electrical work required under this contract. All work must be performed by the Contractor's work forces.
- G. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on District property shall fully conform to all local, state and federal safety regulations.
- H. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The District shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- I. The Contractor shall obtain the permission of a General Services representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that building. The District shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the District's facilities or grounds.
- J. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

Upon notification each bidder must visit the job site with a representative from the Capital Improvement Team, or the Maintenance/Facility Department. At this time, each contractor will be informed of what the project is and what the problems are. It then will be the contractor's responsibility to develop a scope of work in writing of how the project will be completed and a "not to exceed" cost for labor and equipment, using the cost that was awarded. Also, all materials that will be required must be listed with the actual prices paid plus a percentage markup not to exceed 15%.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed \$99,999.99 per project and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

Services shall be provided on a per project basis upon the issuance of a specific Work Authorization which shall define the scope of the Services for the Project.

APPENDIX B
STANDARD FORM OF CONTRACT
FOR SERVICES
(NON-STATE CAPITAL OUTLAY PROJECTS)
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND THE SERVICE CONTRACTOR

Service Contractor: _____
Project Name: Electrical Contractor Services
Address: _____

ITB No.: ITB 20-752-036
Description: _____
Cost Code: _____

CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and _____ (the "Service Contractor"). The term of this Contract begins on the date executed by the last party to execute below (effective date).

The performance period for the Agreement is one (1) year from the effective date. In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of the DeKalb County School District. Additionally, as required by O.C.G.A. § 20-2-506, this Contract shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing _____ with thirty (30) days advance notice of termination prior to the end of the calendar year, subject to the other termination methods available to the owner herein.

The Contract Documents consist of:

- a. This agreement (Contract for Services);
- b. Invitation to Bid (ITB) No. 20-752-036 (Exhibit A);
- c. The Service Contractor's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this agreement shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration; (Exhibit B);
- d. Board Directive Signed by the Superintendent and dated _____ (Exhibit C); and
- e. Notice of Award dated _____ (Exhibit D).

This agreement together with the aforementioned documents collectively forms the Contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. DeKalb County School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Contract.

Any inconsistency or conflict among the specific provisions of this agreement and the other Contract Documents shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as Exhibit A;

- c. Third, by giving preference to the specific provisions of Service Contractor's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as Exhibit B, except that objections or amendments by a Service Contractor that have not been explicitly accepted by DeKalb County School District in writing in this shall not be included in the Contract Documents or this agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Service Contractor agree:

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084
Attention: Noel Maloof, Deputy Chief Operations Officer

Phone: 678-676-1376
Fax: 678-676-1475

The Service Contractor's address and its contact person are:

Attention: _____

Phone: _____
Fax: _____

ARTICLE 2

PROGRAM AND SCOPE OF SERVICES

2.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: _____

2.2 The Service Contractor represents to Owner that individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any:

2.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: _____

2.4 As part of its Services, the Service Contractor shall produce for and/or deliver to the Owner the following tangible products, goods or deliverables (ex.: reports, plans, financial estimates, parts, equipment, etc.): _____

ARTICLE 3

SCHEDULE

3.1 Service Start Date: Date contract is executed by the last party
Incremental Service Date(s): N/A
Final Service Date or Completion Date: Close of current calendar year and each subsequent year that contract is renewed.

ARTICLE 4

COMPENSATION

4.1 Compensation under this Contract shall be pursuant to the terms specified in Exhibit "B."

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Contractor will function in cooperation with the Owner's designated representative, which is set forth in Article 1 of this Contract. The Service Contractor will consult with the Owner's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Contractor shall fully cooperate with the Owner and, if applicable, the Owner's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the Owner's representative and advising, meeting with, consulting with, and coordinating with the Owner's representative.

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor's employees, agents, representatives, and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages,

with the Owner's representative and with the Service Contractor's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

5.4 The Service Contractor shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Contractor, or any entity or person under the Service Contractor's supervision or control, do not harm, or allow harm, to the Owner's computers, systems, networks, and technology. The Service Contractor shall take any and all measures possible to protect the Owner's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND CONTRACT PRICE

6.1 All invoices shall be as set forth in Exhibit "B."

6.2 Contract Price. The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the Unit Pricing identified in Exhibit B in this contract. The price set forth in this Paragraph 6.2 shall constitute the Contract Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD a minimum of ninety (90) days prior to the expiration date each subsequent year that contract is renewed.

- a. Electrical Contractor Services will be requested on an as needed basis as per the unit prices provided in Attachment I included in Exhibit B of this Contract.

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Contract with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause, order the Service Contractor in writing to suspend, delay or interrupt the work or services covered by this Contract, in whole or in part, for such period of time as the Owner may determine.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Contractor and its employees shall perform as an independent contractor and not an employee or representative of the Owner. The Service Contractor retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Contractor's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Contractor shall maintain strict discipline among all personnel employed at any Program site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Contractor shall use any tobacco product while at any Program site, on any property owned by Owner or at any function or event sponsored by or held on behalf of Owner.

ARTICLE 9

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

9.1.1 A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

ARTICLE 10

RESPONSIBILITY FOR SERVICES

10.1 In the performance of this Contract, the Service Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards

where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 10.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

10.3 Service Contractor warrants that any goods to be produced to or delivered to Owner during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

10.4 The Owner acknowledges that the Service Contractor shall be entitled to rely on the accuracy and currency of information supplied by the Owner or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

10.5 OWNER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 11

OWNERSHIP OF WORK PRODUCT

11.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Contractor in connection with its performance under this Contract (the "Information") shall be the property of the Owner. In entering into this Contract, the Service Contractor hereby transfers to the Owner all right, title, and interest, including the copyright, in and to the Information.

11.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the Owner. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.

11.3 All original technical data, evaluations, reports and other work product of the Service Contractor shall be delivered to the Owner upon the completion, cancellation or termination of Services under this Contract within three (3) business days of such completion, cancellation or termination. The Service Contractor may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 12

ACCOUNTING AND RECORDS

12.1 The Service Contractor shall maintain a system of accounting and record keeping for all Services. Further, the Service Contractor will allow the Owner's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Contract.

ARTICLE 13

COMPLIANCE WITH LAWS

13.1 The Service Contractor shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Contract including but not limited to laws

governing health, safety, the protection or preservation of the environment, and occupational licensing. DCSD policies are available via the following link:
https://simbli.eboardsolutions.com/SB_ePolicy/SB_PolicyOverview.aspx?S=4054

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 The Service Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Contractor will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 15

CONTINGENCY FEES

15.1 The Service Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Contract or any contract with the Owner, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract or any other contract with the Owner.

ARTICLE 16

SUBCONTRACTORS

16.1 Service Contractor shall manage all work and Services performed under this Contract. Upon the Owner's prior written consent, the Service Contractor may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Contractor and the Owner will not be diminished.

16.2 All of the Service Contractor's Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor's direct supervision. The Service Contractor shall be as fully responsible and accountable to the Owner for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the Owner being a third-party beneficiary to any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between Owner and any subcontractor is created by any provision contained in this Contract.

16.3 If the Service Contractor utilizes Subcontractor(s) with respect to this Contract, then the Service Contractor will require Subcontractor(s) to comply with all terms and conditions of this Contract including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 17

SUCCESSORS AND ASSIGNS

The Service Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 18

INSURANCE

18.1 The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the Owner with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the Owner requests.

18.2 The insurance requirements of this Contract are:

| Type of Insurance | Coverage Limits |
|--|--|
| Workers Compensation | \$1,000,000 |
| Employer's Liability | \$1,000,000 annual aggregate |
| Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage | \$2,000,000 annual aggregate \$1,000,000 per occurrence |
| Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos | \$2,000,000 annual aggregate \$1,000,000 per occurrence |

18.3 The Service Contractor waives all rights, including rights of subrogation, against the Owner and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other party in the event that such other party substantially fails to perform its material obligations set forth herein.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Contractor agrees to hold harmless and indemnify the Owner, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.

ARTICLE 21

CONTRACT ADMINISTRATION

21.1 The Owner and the Service Contractor have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Contract. The Owner's representative shall have no power or authority to change this Contract or to execute or agree to any change orders. The Owner may change its representative or declare a designee by written notice to the Service Contractor.

21.2 To be binding against the Owner, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Contract must be in writing and signed by the Owner. The Service Contractor acknowledges that the Owner does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the Owner or the Service Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract, or the waiver of any breach of the terms and conditions of this Contract, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Contractor and the Owner will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Contract shall be governed by the laws of the State of Georgia.

ARTICLE 22

FORCE MAJEURE

22.1 The Service Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Contract during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 23

CAPTIONS

23.1 The headings in this Contract are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Contract or any part hereof.

ARTICLE 24

ENTIRE AGREEMENT

24.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Program and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the Owner and the Service Contractor.

ARTICLE 25

MISCELLANEOUS

25.1 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day.

25.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor's services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25.3 The exclusive venue for any civil action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.

IN WITNESS WHEREOF, the Owner and the Service Contractor, intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Contract.

OWNER:

SERVICE CONTRACTOR:

DEKALB COUNTY BOARD OF EDUCATION

Typed Name

By: _____
[Signature]

By: _____ [SEAL]
[Signature]

Mr. Marshall Orson, Chairman
[Printed Name, Title]

[Printed Name]

By: _____
[Signature]

[Printed Title]

Mrs. Cheryl Watson-Harris
[Printed Name]

Superintendent
[Printed Title]

[Printed Address]

1701 Mountain Industrial Blvd

Stone Mountain, GA 30083
[Printed Address]

[Date of Execution]

[Date of Execution]

Noel Maloof, Deputy Chief Operations Officer

EXHIBIT "A"

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EXHIBIT "B"

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EXHIBIT "C"

□

EXHIBIT "D"

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EXHIBIT "E"

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

EEV/Basic Pilot Program User Identification Number Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the
EEV/Basic Pilot Program, please identify the program.

Company Name / Contractor Name Date

BY: Signature of Authorized Officer or Agent Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20 ____

Notary Public
My Commission Expires: _____



APPENDIX C: SUBCONTRACTOR'S AFFIDAVIT OF NONCOLLUSION

STATE OF _____
COUNTY OF _____

COMES NOW, _____ ("Subcontractor"),
[name of Subcontractor]

appearing by and through _____, it's _____
[insert name of individual with authority to bind Subcontractor] *[title]*

(averring both individually and in his or her representative capacity on behalf of Subcontractor), having submitted a bid or proposal to one or more offerors in respect of the DeKalb County Board of Education

ITB No. 20-752-036 Electrical Contractor Services

and after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Further, the affiants sayeth not.

This _____ day of _____, 2____

[insert name of Subcontractor]

and _____
[insert name of individual named above]

By: _____, both individually and on behalf of Subcontractor as its
[signature]

[insert title]

Sworn to and subscribed before me this _____ day of _____, 2____.

Notary Public: _____ My commission expires: ___/___/___.
(SEAL)

EXHIBIT "B"

DeKalb County School District
 Electrical Contractor Services
 October 1, 2020

ITB No. 20-752-036
 Project # Not Applicable
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ATTACHMENT A: CONTRACTOR CHECKLIST AND CERTIFICATION

The undersigned, hereby acknowledges having received Invitation to Bid (ITB) No. 20-752-036 for Electrical Contractor Services containing a full set of documents:

Owner's Project Specific Information

| | |
|------------|---|
| Appendix A | Owner's Preliminary Program Narrative (4 pages) |
| Appendix B | Standard Form of Contract for Services (Non-Capital Outlay Services)(20 pages) |
| Appendix C | Subcontractor Affidavit of Noncollusion (1 page) |
| Appendix D | DCSD 2020 Vision – Educational Specifications and Design Guidelines-Division 9-Finishes (6 pages) |

IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.

| <u>Owner's Standard Forms:</u> | <u>Include with Bid</u> | <u>Check Box to Confirm Inclusion</u> |
|---|------------------------------|---------------------------------------|
| Attachment A Contractor's ITB Checklist (2 pages) | YES | <input checked="" type="checkbox"/> |
| Attachment B1 Corporate Certificate (1 page) | B1 or B2 or | <input checked="" type="checkbox"/> |
| Attachment B2 Partnership Certificate (1 page) | B3 as | <input type="checkbox"/> N/A |
| Attachment B3 Entity Certificate (1 page) | applicable | <input type="checkbox"/> N/A |
| Attachment C Subcontractor Listing (1 page) | YES | <input checked="" type="checkbox"/> |
| Attachment D Offeror's and Individuals' Affidavit of Noncollusion (2 pages) | YES | <input type="checkbox"/> |
| Attachment E Conflict of Interest Disclosure Form (2 pages) | YES | <input checked="" type="checkbox"/> |
| Attachment F Form of Consent to Release Information (1 page) | YES | <input checked="" type="checkbox"/> |
| Attachment G Vendor Reference Form (1 page) | YES | <input checked="" type="checkbox"/> |
| Attachment H Vendor Questionnaire (1 page) | YES | <input checked="" type="checkbox"/> |
| Attachment I Bid Form (3 pages) | YES | <input checked="" type="checkbox"/> |
| Attachment J Immigration and Security Certification Form (2 pages) | YES | <input checked="" type="checkbox"/> |
| Attachment K Suspension and Debarment Certification (1 page) | YES | <input checked="" type="checkbox"/> |
| Attachment L Bid Delivery Label (1 page) | Affix to exterior of package | <input checked="" type="checkbox"/> |
| Attachment M No Submittal Response Form (1 page) | N/A | <input type="checkbox"/> |
| <u>Other Requirements:</u> | <u>Include with Bid</u> | <u>Check Box to Confirm Inclusion</u> |
| Sample Certificate of Insurance, per Instruction Bidders Item I. | YES | <input checked="" type="checkbox"/> |
| Copy of Business License, per Instructions Bidders Item H. | YES | <input checked="" type="checkbox"/> |
| Acknowledgement of ALL addenda (if any) below. | YES | <input checked="" type="checkbox"/> |
| Electronic Version of bid documents | YES | <input checked="" type="checkbox"/> |

Indicate Addenda(s) Nos. 1, 2 + 3 received (none unless indicated here).
 The Contractor is responsible for reading and understanding all sections of this ITB, and affirms that the Contractor shall be bound by all of the terms and conditions contained in this ITB.

DeKalb County School District
Electrical Contractor Services
October 1, 2020

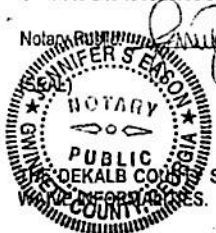
ITB No. 20-752-036
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Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Contractor and its officers and employees have not entered into any agreement with any other Contractor or prospective Contractor or with any other person, firm or corporation relating to any prices or other terms named in this ITB or any other ITB, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this ITB.

Name of Contractor: Capital City Electrical Services LLC
Signature: [Handwritten Signature] Printed Name: Chris Wells
Title: Account Manager / Estimator Date: 10/2/2020

Sworn to and subscribed before me this 7 day of October, 2020

Notary Public [Handwritten Signature] My commission expires: 4/31/21

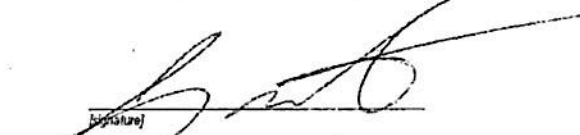


SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO


ATTACHMENT B1: CORPORATE CERTIFICATE
(Bids)

STATE OF GA
COUNTY OF GWINNETT

I, Jennifer Eason, certify that I am the Secretary of the corporation named as Contractor in the foregoing bid; that Jerry WARTKO who signed said bid in behalf of the Contractor was then OWNER of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of GA


(Signature)
Jerry Warko
(Typed name)

Subscribed and sworn to
before me this 11 day of
October, 2020

(SEAL)

Notary Public
My Commission Expires:
4/3/21



ATTACHMENT B2: PARTNERSHIP CERTIFICATE
(Bids)

STATE OF _____

COUNTY OF _____

MA

On this ___ day of _____, 20____, personally appeared _____, who executed the above bid, and being first duly sworn, deposes and says that he or she is a general partner in the firm of _____ and that said firm consists of himself or herself and _____ and that he or she executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein, and that no one except the above named members of the firm have any financial interest whatsoever in said proposed contract.

[Affiant's Signature]

Partner

Partner

Partner

Partner

Subscribed and sworn to
before me this ___ day of
_____, 2____.

(seal)

Notary Public

My Commission Expires:
___/___/___

NOTE: If only one partner signs, a Power of Attorney executed by all other partners authorizing him or her to act in the name of the partnership must be attached; otherwise, all partners must sign.

**ATTACHMENT B3: ENTITY CERTIFICATE
(Bids)**

STATE OF _____

COUNTY OF _____

I, _____, certify that I am the Secretary of the entity named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor was then _____ of said entity; that said bid was duly signed for and in behalf of said entity by due authority, and is within the scope of its legal powers; and that said entity is a _____ organized under the laws of the State of _____.

(signature)

(Typed name)

Subscribed and sworn to
before me this ____ day of
_____, 2____.

(SEAL)

Notary Public

My Commission Expires:
____/____/____



APPENDIX C: SUBCONTRACTOR'S AFFIDAVIT OF NONCOLLUSION

STATE OF Georgia
COUNTY OF DeKalb
COMES NOW, Capital City Electrical Services ("Subcontractor"),
[name of Subcontractor]
appearing by and through Chris Wells, it's Account Manager
[insert name of individual with authority to bind Subcontractor] [title]

(averring both individually and in his or her representative capacity on behalf of Subcontractor), having submitted a bid or proposal to one or more offerors in respect of the DeKalb County Board of Education

ITB No. 20-752-036 Electrical Contractor Services

and after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Further, the affiants sayeth not.

This 21st day of October, 2020

Capital City Electrical Services
[insert name of Subcontractor]

and Chris Wells
[insert name of individual named above]

By: Jennifer S. Eason, both individually and on behalf of Subcontractor as its
[signature]

Notary Public
[insert title]

Sworn to and subscribed before me this 21 day of October, 2020.

Notary Public: Jennifer S. Eason My commission expires: 4/3/21
(SEAL)



ATTACHMENT D: BIDDER'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION

(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))

STATE OF Georgia
COUNTY OF Clayton
COMES NOW, Capital City Electrical Services ("Bidder"),
[name of Bidder]
appearing by and through Chris Wells, its Account Manager
[insert name of individual with authority to bind Bidder] [Title]

(averring both individually and in his or her representative capacity on behalf of Bidder) (the "Individual And Representative Affiant"), and _____
[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]

Charles Brooks
Jerry Warko
J. Stick

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that:

1. He, she or it, as applicable, has not directly or indirectly violated subsection (c) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(c) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Bidder is a partnership, then the Individual and Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have represented or acted for them in bidding for or procuring the contract for the DeKalb County Board of Education Electrical Contractor Services Project, (the "Project").

DeKalb County School District
Electrical Contractor Services
October 1, 2020

ITB No. 20-752-036
Project # Not Applicable
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3. If the Bidder is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not

This 7 day of October 2020
Capital City Electrical Services
[insert name of Bidder]

and Rick Morse
[insert name of Individual And Representative Affiant]

By: [Signature] both individually and on behalf of Bidder as its
[signature]

ACCOUNT MANAGER
[insert title]

Individual Affiants' signatures and names:

| | |
|-------------------------------|----------------------------------|
| x <u>[Signature]</u> Name: | x <u>Charlie Brooks</u> Name: |
| x <u>[Signature]</u> Name: | x <u>Leony war the</u> Name: |
| x <u>[Signature]</u> Name: | x <u>J. Slick</u> Name: |
| x _____ Name: | x _____ Name: |
| x _____ Name: | x _____ Name: |
| x _____ Name: | x _____ Name: |

Sworn to and subscribed before me this 7 day of OCTOBER 2020

Notary Public: [Signature] My commission expires: 1/3/21
(SEAL)



EXHIBIT "E"

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY, UNDER OATH, that
1. I (Printed Name) Chris Wells am the (Title) Account Manager and I am the duly authorized representative of the firm of (Firm Name) Capital City Electrical Services (the "Firm") for purposes of this Affidavit, whose address is (Firm Address) 1340 Oakbrook Dr. Suite 170A Norcross GA. 30093, and I possess the legal authority to make this Affidavit on behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

| <u>Firm Representative</u> | <u>Owner Representative</u> | <u>Relation</u> |
|----------------------------|-----------------------------|-----------------|
| <u>None</u> | <u>None</u> | <u>None</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (fully disclose and completely explain)

[Continued on Next Page]

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4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, Proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: *Chris Wells*
Printed Name: Chris Wells
Firm Name: Capital City Electrical Services LLC
Date: 10/27/20

Sworn to and described before me this 27 day of October

Personally known: Chris Wells

OR Produced Identification: _____

Type of Identification: _____

Notary Public — State of Georgia

My Commission Expires 4/3/21

Affix Notary Seal Here: *Samuel J. Eason*



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ATTACHMENT F: CONSENT TO RELEASE INFORMATION

The undersigned, having submitted a competitive sealed Bid to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such Bid), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 2nd day of October, 2020

Chris Wells
(Printed name of person or entity consenting to release of information)

By: [Signature]

Printed name: Jerry Warkio

Printed Title: CEO

MIA

EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (name of Contractor), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

NTA

ATTACHMENT G: VENDOR REFERENCE FORM

VENDOR REFERENCES FOR:

Capital City Electrical Services
Insert Company Name

References must be completed by ALL Vendors. It is the vendor's responsibility to provide COMPLETE and ACCURATE reference information on the form below, completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor's past work, which may affect DCSD's determination that the vendor is responsive and responsible. DCSD reserves the right to consider past experience with vendor.

1. Douglasville Winlectric

Company
8950 Highway 5 - Douglasville, GA 30134
Address, City, State, Zip Code
770-920-7879 Telephone Number n/a Fax Number
Cory Laney (President) cory.win627@gmail.com
Name of Contact Person E-Mail Address

2. Fulton County Schools
Company
6201 Powers Ferry Rd. NW Atlanta
Address, City, State, Zip Code
470-254-8991 Telephone Number n/a Fax Number
Russell Holly Holly.R@FultonSchools.org
Name of Contact Person E-Mail Address

3. Atlanta Public Schools
Company
1631 LaFrance St NE Atlanta
Address, City, State, Zip Code
404-802-3700 Telephone Number n/a Fax Number
Brent Bailey B.Bailey@Atlanta.k12.ga.us
Name of Contact Person E-Mail Address

13/21/20

ATTACHMENT H: VENDOR QUESTIONNAIRE

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Office Address that will perform the majority of the work under this ITB: 1346 Oakbrook Dr.
Suite 170A Norcross GA 30093

Individual that will be primary point of contact for service under this ITB (name/email/phone): Chris Wells

Number of years in business, providing work detailed in this ITB: 15

List all applicable Business and Individual licenses/certifications applicable to the work detailed in this ITB _____
Electrical Unrestricted

Has Vendor been declared in default of any contract? If yes, explain by attachment.

Yes _____ No

Has an uncompleted contract been assigned by Vendor's surety company or any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? If yes, explain by attachment.

Yes _____ No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? If yes, explain by attachment.

Yes _____ No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? If yes, explain by attachment.

Yes _____ No

Within the next year, does Vendor plan any personnel reductions? If yes, explain by attachment.

Yes _____ No

ATTACHMENT G: VENDOR REFERENCE FORM

VENDOR REFERENCES FOR:

Capital City Electrical Services
Insert Company Name

References must be completed by ALL Vendors. It is the vendor's responsibility to provide COMPLETE and ACCURATE reference information on the form below, completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor's past work, which may affect DCSD's determination that the vendor is responsive and responsible. DCSD reserves the right to consider past experience with vendor.

1. Hicks Electric + Utility Supply DBA Hesco
Company
16915 NE Eppy, Doraville, GA 30240
Address, City, State, Zip Code
678-722-8500 678-722-8501
Telephone Number Fax Number
Lynne Allen lallen@hesco-supply.com
Name of Contact Person E-Mail Address

2. _____
Company

Address, City, State, Zip Code

Telephone Number _____
Fax Number

Name of Contact Person _____
E-Mail Address

3. _____
Company

Address, City, State, Zip Code

Telephone Number _____
Fax Number

Name of Contact Person _____
E-Mail Address

ATTACHMENT G: VENDOR REFERENCE FORM

VENDOR REFERENCES FOR:

Capital City Electrical Services
Insert Company Name

References must be completed by ALL Vendors. It is the vendor's responsibility to provide COMPLETE and ACCURATE reference information on the form below, completing ALL fields. Failure to do so can result in DCSD being unable to verify vendor's past work, which may affect DCSD's determination that the vendor is responsive and responsible. DCSD reserves the right to consider past experience with vendor.

1. City Electric Supply (Tucker)

Company
2725 Mountain Industrial Blvd; Tucker, GA 30084

Address, City, State, Zip Code
(770)938-2040 (770)938-2015

Telephone Number Fax Number
David Tirado david.tirado@cityelectricsupply.com

Name of Contact Person E-Mail Address

2.

Company

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address

3.

Company

Address, City, State, Zip Code

Telephone Number Fax Number

Name of Contact Person E-Mail Address

ATTACHMENT I: BID FORM STANDARD FORM OF CONTRACT FOR SERVICES

DeKalb County Board of Education
 Sam A. Moss Service Center
 1780 Montreal Road
 Tucker, Georgia 30084

In compliance with your Invitation to Bid and the Bidding Documents, the undersigned Bidder,

Christopher David Welts
(legal name of Bidder)
Capital City Electrical Services
1346 Oakbrook Dr. 170A Marietta Ga.
(address of Bidder)
770 821-6099
(telephone number of Bidder)
Chrisw@ccelect.com
(email address of Bidder)

having carefully examined the site and Bidding Documents, including the proposed contract documents and any Addenda thereto, for Project: Electrical Contractor Services District-Wide proposes and agrees, if this bid is accepted, to enter into a contract with the Owner in the exact form identified in the Invitation to Bid and to perform the Work including all services, supervision, labor, equipment and material in conformance with the Contract Documents, in the time stated, and submits the following proposed Unit Price that will be inserted into Exhibit A of the contract as set forth below:

The undersigned Bidder further agrees to the following Unit Prices as provided for in the contract documents:

ITEM 1- HOURLY RATES for Electrical Contractor Services:

| SERVICE | HOURLY RATE | OT RATE & WEEKENDS |
|-----------------------------|-------------|--------------------|
| Licensed Master Electrician | \$ 59 /Hour | \$ 88.5 /Hour |
| Licensed Journeyman | \$ 54 /Hour | \$ 81 /Hour |
| Apprentice Electrician | \$ 49 /Hour | \$ 73.5 /Hour |
| Labor | \$ 44 /Hour | \$ 66 /Hour |

ITEM 2- COST OF MATERIAL MARK UP:

| | | |
|---|----|---|
| % mark-up over list price for materials | 15 | % |
|---|----|---|

NOT TO EXCEED 15%

ITEM 3- EQUIPMENT RENTAL

| | | |
|---|----|---|
| % mark-up over list price for equipment | 15 | % |
| NOT TO EXCEED 15% | | |

Materials to be furnished by Contractor shall be at the Contractor's actual cost plus percentage bid, as specified.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed \$99,999.99 per project and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

| | | |
|--|---|-----|
| Renewal Rate Increases (if any) | / | % |
| Year 1 | | / % |
| Year 2 | | / % |
| Year 3 | | / % |
| Year 4 | | / % |

Vendor shall provide overall increase by percentage for all pricing and rates above for years 1 thru 4 of potential contract renewal.

The Bidder understands that the Owner reserves the right to reject any or all Bids, and to waive technicalities and informalities.

The Bidder agrees that this Bid may not be revoked or withdrawn for a period of ninety (90) days after the date and time of Bid opening, but shall remain open for acceptance for a period of ninety (90) days following Bid opening.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2020

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).

| PRODUCER Northeast Agencies Inc CLSC - GA MSA Service Center PO Box 2006 Keene NH 03431 | CONTACT NAME: MSA Service Center PHONE (A.C. No. Ext): (866) 678-3849 FAX (A.C. No.): (866) 332-4776 E-MAIL ADDRESS: servicecenter@msagroup.com | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|--|-------|--------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED By The Book Electrical Company LLC 120 River North Ct Covington GA 30016-3343 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Main Street America Assurance</td> <td>29939</td> </tr> <tr> <td>INSURER B: Old Dominion Insurance Co</td> <td>40231</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Main Street America Assurance | 29939 | INSURER B: Old Dominion Insurance Co | 40231 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 20/21 Master 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 | ADDITIONAL INSURED | SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | MPZ4735A | 11/06/2019 | 11/06/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 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 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | MPZ4735A | 11/06/2019 | 11/06/2020 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUZ7869D | 08/10/2020 | 11/06/2020 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WCZ7869D | 08/10/2020 | 08/10/2021 | <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)

The Contractors Extension Endorsement includes several types of Additional Insureds automatically. The endorsement states that Additional Insured status is only provided when there is a written contract or agreement between the Named Insured and the Certificate Holder that requires such status. As long as the previous conditions are met Hitt Contracting Inc. is considered an Additional Insured under form BPM 3105 (1207). Insurer waives the Transfer of Rights of Recovery Against Others to Us clause in favor of Hitt Contracting Inc. as required in the written contract between the parties per form WC00013. Insurer waives the Transfer of Rights of Recovery Against Others to Us if required in the written contract between the parties per form BPC497. (0106).

| | |
|---|--|
| CERTIFICATE HOLDER Hitt Contracting Inc 3200 Windy Hill Rd. SE Atlanta GA 30339 | CANCELLATION 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 |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

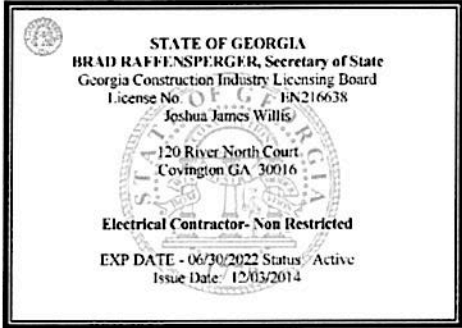
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Joshua James Willis
120 River North Court
Covington GA 30016



The person signing this bid form must be legally authorized to bind the company.

Respectfully submitted,

Chris Wells
[typed name of Bidder]

By: Chris Wells [seal]
[signature]

Account Manager
[typed name and title]

1346 Oakbank Dr. 1704 Marietta GA.
[address of Bidder]

(770) 821-6079
[business telephone number]

10/2/2020
[date of execution]

STATE OF Georgia
COUNTY OF Cumming

Came before me, Chris Wells, and after being
[typed name of individual signing Bid]

duly sworn, deposes and says that he/she is Account Manager of
[Title]
Capital City Electrical and that all of the foregoing is true and correct
[Bidder]

to best of his/her information and belief.

Chris Wells
[signature of individual signing Bid]

Subscribed and sworn to before me this 7 day of October, 2020

(seal)
Jennifer S. Flannery
Notary Public

My Commission Expires:

4/3/21



ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror MUST INITIAL the statement applicable to Offeror below:

(a) CHP (Initial here): Offeror/Bidder warrants that, Offeror/Bidder has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Offeror/Bidder further warrants and agrees Offeror/Bidder shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Offerors/Bidders who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

(b) N/A (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

(c) _____ (Initial here) Offeror/Bidder is an individual who is 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 services to be rendered by such individual and thus does not have to provide an affidavit.

3) CHP (Initial here) Offeror/Bidder will not employ or contract with any sub-contractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

4) CHP (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-

contractor, the date the authorization to use the federal work authorization program was granted to sub-

contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's

agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et seq.

- 5) CEP (Initial here) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

| | |
|--|---|
| <u>Chris W. Eason</u> Signature | <u>10/21/2020</u> Date |
| <u>132736</u> EEV/Basic Pilot Program User Identification Number | <u>6/30/2008</u> Date of Authorization |

Firm Name: Capital City Electrical Services LLC
Street/Mailing Address: 1346 Oakbrook Dr. Suite 170A
City, State, Zip Code: Norcross Ga. 30093
Telephone Number: 770-821-6099
Email Address: Chris.W.Eason@celect.com

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
7 DAY OF October, 2020
Jennifer S Eason
Notary Public
My Commission Expires: 4/3/21



**ATTACHMENT K: SUSPENSION AND DEBARMENT
CERTIFICATION**

By submitting this ITB, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this ITB, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as ITB submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official:

Chris Wells Date: 10/21/2020
(Offeror Company Name/Certifying Official Signature)

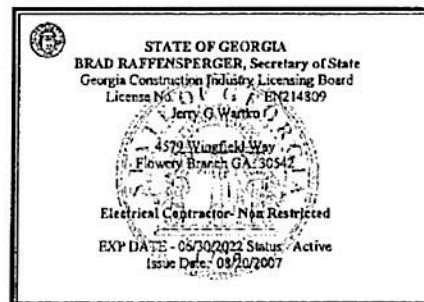
x Chris Wells
x Account Manager



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Jerry G Wartko
4579 Wingfield Way
Flowery Branch GA 30542





Gwinnett County Licensing and Revenue
446 W. Crogan Street - Suite 125
Lawrenceville, GA 30046

2020
NOT
TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued: March 16, 2020 Certificate Number: 2020196956
Expires: March 31, 2021 Fee: \$10,584.92
Business Name: CAPITAL CITY ELECTRICAL SERVICES LLC
Description: Electrical Contractors and Other Wiring Installation Contractors

MAIL TO:
CAPITAL CITY ELECTRICAL SERVICES LLC
1346 OAKBROOK DR STE 170A
NORCROSS GA 30093-2229

Business Location
1346 OAKBROOK DR
STE 170A
NORCROSS GA 30093-2229

Only valid at this location and when location conforms to Gwinnett County Ordinance

EXHIBIT "C"



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Noel Maloof, Deputy Chief Operations Officer
Division of Operations

FROM: Mrs. Cheryl L. Watson-Harris, Superintendent
Office of the Superintendent

DATE: December 7, 2020

RE: ITB 20-752-036 Electrical Contractor Services Contract Award Approval

At its business meeting on Monday, December 7, 2020, the DeKalb Board of Education approved the award of ITB 20-752-036 Electrical Contractor Services to By The Book Electrical Company, LLC; Capital City Electrical Services; D & R Construction and Contracting; Donald Camp, Inc.; LMI Systems, LLC; Mr. Dee's Electric Service, LLC and MWI Electrical Contractors, Inc. the lowest responsive, responsible bidders in accordance with the Invitation to Bid documents and contract obligations identified therein.

Please take the appropriate action to affect this directive of the Board.

CWH:am

c: Ms. Carla Smith, Purchasing Manager, Purchasing Department, Division of Finance
Ms. Phyllis Jones, Buyer, Purchasing Department, Division of Finance

EXHIBIT "D"



Operations

December 21, 2020

Mr. Chris Wells, Account Manager
Capital City Electrical
1346 Oakbrook Drive, Suite 170A
Norcross, GA 30093

RE: Notice of Award – Electrical Contractor Services – ITB No. 20-752-036

Dear Mr. Wells:

This is to notify you that your proposal for the above referenced project has been accepted. Accordingly, the Fixed Price Service Contract is awarded to Capital City Electrical contingent on the following:

- 1) Attached are two (2) original **Standard Form of Contract for Services** for the above referenced project between the DeKalb County Board of Education and Capital City Electrical for your review and execution. Both original contracts must be signed by an officer of the company and returned to this office within five (5) business days of receipt. Upon execution by the DeKalb County Board of Education, one original of the contracts will be returned for your use.
- 2) Presentation of satisfactory Certificate of Insurance in accordance with **Article 18** of the contract. All liability policies shall name the Owner, the DeKalb County School District and the DeKalb County Board of Education as an additional insured.
- 3) A criminal background check must be performed on all **Capital City Electrical** employees, project subcontractors and vendors performing work under this contract. Such background checks will be performed by DCSD Public Safety Department at the expense of the individual at a cost of \$45.00 per individual.
- 4) Background checks should be coordinated with Angela Arlene-Myrick, Procurement Specialist. Mrs. Myrick may be reached at 678-676-1554 or angela_arlene-myrick@dekalbschoolsga.org. **NO ONE ASSIGNED TO THIS PROJECT WILL BE ALLOWED ON THE SITE UNTIL THEY HAVE BEEN CLEARED BY THE DCSD PUBLIC SAFETY DEPARTMENT.**
- 5) **Capital City Electrical** shall provide each of their employees and all subcontracted employees with proper identification issued by DCSD Public Safety Department. This identification must be worn on the outer garment at all times when on DCSD premises.

Sam A. Moss Service Center
1780 Montreal Road | Tucker, Georgia 30084
678.676.1320 | www.dekalbschoolsga.org

Capital City Electrical
Page 2 of 2

- 6) You are reminded not to begin performance of the work until you receive the written Notice to Proceed. The DeKalb County Board of Education is not liable for costs incurred by **Capital City Electrical** for work performed prior to the issuance of the Notice to Proceed.
- 7) Upon receipt of the executed contract by **Capital City Electrical** and an acceptable Certificate of Insurance as outlined above, a (Kick-off Meeting) will be scheduled by the Project Manager.

We look forward to working with you and the successful completion of this project. If you have any questions concerning this matter, please contact me at (678) 676-1373.

Sincerely,

DeKalb County School District

Belinda Quillet

Belinda Quillet
Procurement Manager

cc: Mr. D. Benjamin Estill, II, Chief Operating Officer
Mr. Bobby Moncrief, Director of Facilities
Mrs. Nikki Marshall, Accounting Department

Sam A. Moss Service Center
1780 Montreal Road | Tucker, Georgia 30084
678.676.1320 | www.dekalbschoolsga.org

EXHIBIT "E"

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-contractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

132736
EEV/Basic Pilot Program User Identification Number

6/30/2008
Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

Capital City Electrical Services LLC
Company Name / Contractor Name

12/28/2020
Date

Chris J Wells
BY: Signature of Authorized Officer or Agent

12/28/2020
Date

Account Manager
Title of Authorized Officer or Agent of Contractor

Chris Wells
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF December, 2020
Jennifer S Eason
Notary Public
My Commission Expires: 4/3/2021



EXHIBIT "F"

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

N/A

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:_____

N/A

EXHIBIT "G"

**AFFIDAVIT OF EXEMPTION
(Under O.C.G.A. § 13-10-91(b)(1))**

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

- (a) I am exempt under Title 26 or Title 43
- (b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:
 - (i.) immediately notify the School District in writing; and
 - (ii.) register with, participate in and use, a federal work authorization program 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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and
 - (iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

_____/_____
 Signature / Printed Name Title

By signing above, you are certifying that the representations made herein are true and correct.

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2020

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).

| | | |
|---|---|--------|
| PRODUCER The Tabb Insurance Agency 2435 Wall Street Suite 102 Conyers, GA 30013 | CONTACT NAME: Crystal Pulliam | |
| | PHONE (A/C, No, Ext): (770) 483-1800 x 23 FAX (A/C, No): (770) 785-4185 E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com | |
| INSURED Capital City Electrical Services, LLC 1346 Oakbrook Drive Suite 170A Norcross, GA 30093 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Donegal Mutual Insurance Company | 13692 |
| | INSURER B: The Continental Insurance Company | 35289 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

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 | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | CPP8940775 | 10/24/2020 | 10/24/2021 | EACH OCCURRENCE | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 600,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | CA8940775 | 10/24/2020 | 10/24/2021 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | Y | Y | CXS8940775 | 10/24/2020 | 10/24/2021 | EACH OCCURRENCE | \$ 2,000,000 |
| | DED RETENTIONS | | | | | | AGGREGATE | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC8940775 | 10/24/2020 | 10/24/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | Leased/Rented Equipment | | | CPP8940775 | 10/24/2020 | 10/24/2021 | \$500 Deductible | \$250,000 |
| A | Business Personal Property | | | CPP8940775 | 10/24/2020 | 10/24/2021 | \$1,000 Deductible | \$250,000 |
| B | UMBRELLA LIABILITY | | | 7011477629 | 12/07/2020 | 12/07/2021 | OCC: \$2,000,000 | AGG: \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DeKalb County School District and DeKalb County Board of Education:
Blanket Additional Insured regarding General Liability on a Primary and non-contributory basis per form CGD 20 33 05 15 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONTRUCTION AGREEMENT

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| DeKalb County School District 1789 Montreal Road Tucker, GA 30084 | 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 The Tabb Insurance Agency | | NAMED INSURED Capital City Electrical Services, LLC | |
| POLICY NUMBER | | 1346 Oakbrook Drive | |
| CARRIER | | NAIC CODE 13692 | Suite 170A Norcross, GA 30093 |
| | | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: _____

Blanket Additional Insured regarding General Liability per form CGD 90 98 01 19 GEORGIA - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATION - AUTOMATIC STATUS WHEN REQUIRED IN CONTRUCTION AGREEMENT

Blanket Waiver of Subrogation regarding General Liability per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT

Per Project Agggregate applies regarding General Liability per form CGD 09 06 07 15 SILVER SERIES PLUS PREFERRED GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT.

Blanket Additional Insured regarding Automobile Liability per form AU-102 5/91 DESIGNATED INSURED.

Blanket Waiver of Subrogation regarding Automobile Liability per form CAD 09 04 05 08 SILVER SERIES PLUS BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

Blanket Waiver of Subrogation regarding Workers Compensation per form WC 00 03 13 (4-84) WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Umbrella follow s form per CUD 90 05 03 06 CONTRACTOR'S LIABILITY FOLLOWING FORM ENDORSEMENT

Umbrella Blanket Waiver of Subrogation per form CUD 90 39 10 14 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US WHEN REQUIRED IN A WRITTEN CONTRACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations at the site or location designated in the written contract or agreement.
- However,
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
1. This does not apply to "Bodily injury" or "property damage" occurring:
 - a. Prior to the date the written contract or agreement was executed and in effect;
 - b. After all work on the project (other than service, maintenance or repairs) to be performed at the site or location of the covered operations has been completed; or
 - c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 2. "Property damage" to:
 - a. Property owned, occupied or used by;
 - b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
 - c. "Your work" for, such person or organization.
 3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
 - b. Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services.
 4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.
- C.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**
8. The most we will pay under the insurance provided by this endorsement is:
 - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
 - b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

D. With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GEORGIA - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED
IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.
2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
 - b. Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services.

3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

8. The most we will pay under the insurance provided by this endorsement is:
 - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
 - b. The applicable Limit of Insurance shown in the Declarations,whichever is less.

D. The following is added to Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CPP8940775

COMMERCIAL GENERAL LIABILITY
CGD 09 06 07 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SILVER SERIES PLUS PREFERRED
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

Coverage

Limit(s) of Insurance

Page

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

A. Subparagraph g.(2) under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

A. Subparagraph j. **Damage To Property** under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

j. **Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while 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 Section III - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

III. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

- D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

- A. Subparagraph b. under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:

b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Subparagraph d. under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

V. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED**:

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph 2.a.(1)(d) as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph 3.a. as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a. 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;

VIII. BROADENED WHO IS AN INSURED

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

- A. 1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(a) The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (4) or (6) above; or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- B. The insurance afforded to such person or organization described in paragraph A. above only applies to the extent permitted by law.
- C. The insurance afforded to such person or organization described in paragraph A. above will not be broader than:
 1. The coverage you have agreed to provide in the written contract or agreement; or
 2. The coverage provided by this endorsement.
- D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.
- E. The insurance provided to such person or organization described in paragraph A. above does not apply to "bodily injury" or "property damage" occurring:
 1. Prior to the date the written contract or agreement was executed and in effect;
 2. After your contract or agreement with such additional insured ends; or
 3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

1. Primary and non-contributory basis; or
2. Contributory basis.

IX. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

A. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage A, or a single accident under Coverage C, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage A arising out of such "occurrence" and all medical expenses under Coverage C arising out of such accident;

2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage B. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage B, regardless of the number of projects or "locations";

3. If Included with a Stop Loss Limitation is indicated in the Schedule above under Limit(s) of Insurance, the most we will pay under this Amendment of General Aggregate Limit of Insurance - Per Project and Per Location for the sum of all damages under Coverage A (except for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard") and for all medical expenses under Coverage C, occurring during any one period of twelve (12) consecutive months (or portion thereof) beginning with the effective date of the policy to which this endorsement is attached, is three (3) times the General Aggregate Limit of Insurance shown in the Declarations. This applies regardless of the number of:

- a. Projects away from premises owned by or rented to you;
- b. "Locations" owned by or rented to you;
- c. Insureds;
- d. Claims made or "suits" brought; or
- e. Persons or organizations making claims or bringing "suits".

B. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs a. and b. under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, done under a written contract with that person or organization, subject to the following:

- a. The written contract requires you to waive your rights to recover from that person or organization; and

- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XIV. MOBILE EQUIPMENT REDEFINED

Subparagraph f.(1) under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SILVER SERIES PLUS
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE*

| <u>Coverage</u> | <u>Limit(s) of Insurance</u> | <u>Page</u> |
|---|--|-------------|
| Airbag Accidental Discharge Coverage | Included in applicable Limit of Insurance | 4 |
| Audio, Visual And Data Electronic Equipment Coverage | Included in applicable Limit of Insurance | 5 |
| Auto Loan/Lease Gap Coverage | Included in applicable Limit of Insurance | 4 |
| Blanket Waiver Of Subrogation | Included in applicable Limit of Insurance | 5 |
| Broad Form Named Insured And Newly Acquired Or Formed Organizations Coverage | Included in applicable Limit of Insurance | 2 |
| Broadened Loss Of Use Expenses | | 3 |
| Loss Of Use Expenses Per Day | \$65 | |
| Loss Of Use Expenses Maximum | \$750 | |
| Broadened Towing And Labor Costs Coverage - All Vehicle Types | | 2 |
| Broadened Towing And Labor Costs Each Disablement | \$75 | |
| Broadened Towing And Labor Costs Aggregate Limit | \$600 | |
| Broadened Transportation Expenses Coverage Extension - All Vehicle Types | | 3 |
| Broadened Transportation Expenses Increased Limit Per Day | \$60 | |
| Broadened Transportation Expenses Maximum Limit | \$1,800 | |
| Glass Repair Deductible Waiver | Included in applicable Limit of Insurance | 5 |
| Hired Auto Physical Damage Coverage - Any One Accident Or Loss | \$50,000 | 3 |
| Knowledge Of An Accident, Claim, Suit Or Loss | Included in applicable Limit of Insurance | 5 |
| Worldwide Hired Auto Coverage | Included in applicable Limit of Insurance | 6 |
| Parked Auto Collision Deductible | Included in applicable Limit of Insurance | 5 |
| Personal Effects Coverage | \$400 | 4 |
| Rental Reimbursement Coverage | \$600 | 4 |
| Supplementary Payments Increased Limits | | 2 |
| Supplementary Payments - Bail Bonds Increased Limit | \$3,000 | |
| Supplementary Payments - Loss of Earnings Increased Limit | \$300 per day | |
| Unintentional Failure To Disclose Hazards | Included in applicable Limit of Insurance | 6 |

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

The following provisions apply only with respect to the insurance provided by the Business Auto Coverage Form.

I. BROAD FORM NAMED INSURED AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE

The following provisions are added to subparagraph 1. **Who Is An Insured** under paragraph A. **Coverage** as found in **SECTION II - LIABILITY COVERAGE**:

- d. Any organization, or any subsidiary of such organization, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement with respect to any covered "auto". However, this paragraph A.1.d. does not apply to "accident" or "loss" with respect to which an "insured" under this policy is also an "insured" under another policy, or would be an "insured" under such other policy but for its termination or upon the exhaustion of its limits of insurance, unless such other policy was written to apply specifically in excess of this policy.
- e. 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 an insured if there is no other similar insurance available to that organization. However:

- (1) 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;
- (2) Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All provisions, exclusions and conditions applicable to you, except those pertaining to notice of cancellation or refusal to renew, as provided in this policy, including any endorsement attached to and made a part of this policy, apply with respect to the insurance provided to such newly acquired or formed organizations.

II. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

A. Subparagraph a.(2) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (2) Up to the limit of insurance shown in the Schedule above for Supplementary Payments - Bail Bonds Increased Limit for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

B. Subparagraph a.(4) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the limit of insurance shown in the Schedule above for Supplementary Payments - Loss of Earnings Increased Limit, because of time off from work.

III. BROADENED TOWING AND LABOR COSTS COVERAGE - ALL VEHICLE TYPES

Subparagraph 2. **Towing** under paragraph A. **Coverage** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

2. Towing And Labor Costs

We will pay up to the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Each Disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

With respect to disablement of covered "autos" other than of the private passenger type, the most we will pay for the total of all towing and labor costs during the policy period shown in the Declarations is the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Aggregate Limit.

IV. BROADENED TRANSPORTATION EXPENSES COVERAGE EXTENSION - ALL VEHICLE TYPES

Subparagraph a. **Transportation Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

a. **Transportation Expenses**

We will pay per day up to the limit of insurance shown in the Schedule above for Broadened Transportation Expenses Increased Limits Per Day, subject to the maximum limit of insurance shown in the Schedule above for Broadened Transportation Expenses Maximum Limit, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. BROADENED LOSS OF USE EXPENSES COVERAGE EXTENSION

Subparagraph b. **Loss Of Use Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the limit of insurance shown in the Schedule above for Loss Of Use Expenses Per Day, subject to the maximum limit of insurance shown in the Schedule above for Loss Of Use Expenses Maximum Limit.

VI. The following is added to paragraph A. **COVERAGE (SECTION III - PHYSICAL DAMAGE COVERAGE):**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you hire without a driver, subject to the following provisions:

- a. The most we will pay for any "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

- (1) The limit of insurance shown in the Schedule above for Hired Auto Physical Damage Coverage - Any One Accident Or Loss;
- (2) The actual cash value, including an adjustment for depreciation and physical condition in the event of a total "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen hired "auto" with other property of like kind and quality,

minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.

- b. Subject to the limit of insurance and deductible provisions provided in paragraph 5.a. above, we will provide coverage equal to the broadest Physical Damage Coverage applicable to any covered "auto" shown in the Declarations.
- c. This Hired Auto Physical Damage Coverage does not apply to any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
- d. This Hired Auto Physical Damage Coverage is excess over all other collectible insurance.

6. Rental Reimbursement Expenses

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss", other than total theft, to a covered "auto". We will pay rental reimbursement expenses only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses under this Coverage Extension because of "loss" to a covered "auto" is the limit of insurance shown in the Schedule above for Rental Reimbursement Coverage. No deductibles apply to this coverage.

If the Rental Reimbursement Coverage endorsement is also attached to and made a part of this policy, then the coverage provided under this Rental Reimbursement Expenses Coverage Extension will be excess over the insurance provided by the Rental Reimbursement Coverage endorsement.

7. Personal Effects Coverage

We will pay up to the limit of insurance shown in the Schedule above for Personal Effects Coverage for loss to wearing apparel and other personal effects which are:

- a. Owned by an "insured"; and
- b. In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this coverage.

The insurance provided by this Personal Effects Coverage provision is excess over any other collectible insurance covering such property.

8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown on the Declarations in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

We will pay the unpaid amount due on the lease or loan only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

VII. AIRBAG ACCIDENTAL DISCHARGE COVERAGE

The following is added to subparagraph 3. under paragraph B. Exclusions as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

The exclusion for "loss" caused by or resulting from mechanical breakdown, as described in paragraph B.3.a. above, does not apply with respect to the accidental discharge of an airbag in a covered "auto" if the airbag is repaired or replaced in a manner acceptable to us. No deductible will apply to such "loss".

VIII. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

Subparagraph a. under the exception to paragraphs 4.c. and 4.d. as found in paragraph B. Exclusions as contained in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment, that receives or transmits audio, visual or data signals, and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

IX. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. Deductible as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

However, no deductible applies to glass damage if the glass is repaired in a manner acceptable to us instead of replaced.

X. PARKED AUTO COLLISION DEDUCTIBLE

A. The following is added to paragraph D. Deductible as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

However, in the event of "loss" caused by collision to a covered "auto" while such "auto" is in the care, custody or control of an "insured" and legally parked, the Collision Coverage deductible amount that will be applied to the "loss" will be \$100, regardless of any deductible amount shown in the Declarations as applicable to such covered "auto".

This Parked Auto Collision Deductible provision does not apply to the "loss" if:

1. The covered "auto" is occupied at the time of the "loss"; or
2. The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

- B. If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be \$100.

XI. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph 2. Duties In The Event Of Accident, Claim, Suit Or Loss under paragraph A. Loss Conditions as found in SECTION IV - BUSINESS AUTO CONDITIONS:

- d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".
- e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

XII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph A. Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us as found in SECTION IV - BUSINESS AUTO CONDITIONS:

With respect to the insurance provided under SECTION II - LIABILITY COVERAGE only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf under a written contract with that person or organization. This provision is also subject to the following:

- A. The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;
- B. The written contract requires you to waive your rights to recover from the person or organization shown in the Schedule above; and
- C. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph A. above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following provision is added to paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

6. Unintentional Failure To Disclose Hazards

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

- a. You must report the undisclosed exposure or hazard, or unintentional error or omission, to us as soon as practicable after its discovery;
- b. This provision does not affect our right to collect any additional premium associated with such unintentional failure or our right to cancel or non-renew this policy.

XIV. WORLDWIDE HIRED AUTO COVERAGE

Subparagraph e.(1) under paragraph B. **General Conditions 7. Policy Period, Coverage Territory** as found in **SECTION IV - BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S LIABILITY FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** This insurance does not apply to any sums the insured becomes legally obligated to pay as damages, or any loss, cost or expense, including costs or expenses for defense, arising out of, traceable to, or relating in any way to:
1. Either your ongoing operations or operations included within the "products-completed operations hazard", at any site, location or construction project, if any insured under this policy entered into contracts or agreements commonly referred to as consolidated insurance programs or wrap-up programs providing general liability coverage at that site, location or construction project.

This exclusion applies whether or not the consolidated insurance program or wrap-up program:
 - a. Provides coverage identical to that provided by this policy;
 - b. Has limits adequate to cover all claims; or
 - c. Remains in effect.
 2. Any joint venture.
- B.** The following exclusion is added to paragraph 2. **Exclusions as found under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** and paragraph 2. **Exclusions as found under COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES)**:
- This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury", for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, including an "insured contract".
- This exclusion does not apply to the extent that valid "underlying insurance" for the liability assumed under such contract or agreement, including an "insured contract", exists or would have existed but for the exhaustion of underlying limits for "bodily injury" "property damage", or "personal and advertising injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.
- C.** The following exclusions are added to paragraph 2. **Exclusions as found under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**:
- This insurance does not apply to:
1. Any sums the insured becomes legally obligated to pay as damages, or any loss, cost or expense, including costs or expenses for defense, arising out of, contributed to, aggravated by, traceable to, or relating in any way to, "earth movement" caused by or resulting from any ongoing operation performed by or on behalf of an insured, or from the "products-completed operations hazard".

This exclusion applies regardless of whether such damages, loss, cost or expense arises solely from "earth movement" or from "earth movement" in combination with one or more other causes, and regardless of whether such other causes are naturally occurring phenomena or man-made.
 2. "Property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard".

This exclusion does not apply to:
 - a. Operations performed for you by others;
 - b. "Property damage" included within the "products-completed operations hazard"; or
 - c. The extent that valid "underlying insurance" for "property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard" exists or would have existed but for the exhaustion of underlying limits for such "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

3. "Property damage" to any property, whether real or personal, occupied, leased or used by, rented or loaned to, in the care, custody or control of, or over which physical control is being exercised for any purpose, by any insured or any person or organization for whom you may be legally responsible.

4. "Bodily injury" or "property damage" arising out of, traceable to, or relating in any way to:

a. Equipment or machinery of any type owned by, leased, rented, or loaned to, or in the care, custody and control of, any insured while leased, rented or loaned to others; or

b. Equipment or machinery of any type for which an insured is acting as an agent for the equipment or machinery owner or lessee while the equipment or machinery is leased, rented or loaned to others.

D. With respect to the provisions of this endorsement, the following Definitions are added to **SECTION V - DEFINITIONS**:

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Collapse hazard" does not include "property damage":

a. Arising out of operations performed for you by independent contractors; or

b. Included within the "products-completed operations hazard" or the "underground property damage hazard".

2. "Earth movement" means any form of earth movement, regardless of whether a naturally occurring phenomena or man-made, including but not limited to the following:

a. Landslide;

b. Mudflow or mudslide;

c. Earth settling, sinking, caving in, or subsidence (including mine subsidence);

d. Earth rising or expanding;

e. Earth slipping, falling away, shrinking, eroding, tilting, flowing, or shifting in a horizontal or sideways direction;

f. Collapse or movement of landfill;

g. Earth compaction or consolidation;

h. Earthquake;

i. Any instability of land or earth; or

j. Any other movement of land, earth or mud.

3. "Explosion hazard" includes "property damage" arising out of blasting or explosion.

The "explosion hazard" does not include "property damage":

a. Arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment;

b. Arising out of operations performed for you by independent contractors; or

c. Included within the "products-completed operations hazard" or the "underground property damage hazard".

4. "Structural property damage" means the collapse of or structural injury to any building or structure due to:

a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or

b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

5. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage hazard" does not include "property damage":

a. Arising out of operations performed for you by independent contractors; or

b. Included within the "products-completed operations hazard".

6. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling, or pile driving.

SCHEDULE OF UNDERLYING INSURANCE

Employer's Liability

| | | |
|----------------------------|----------------------------------|---------------|
| Company | Donegal Mutual Insurance Company | |
| Policy Number | WC 8940775 | |
| Policy Period | 10/24/2020 to 10/24/2021 | |
| Minimum Applicable Limits | | |
| Bodily Injury By Accident | \$1,000,000 | Each Accident |
| Bodily Injury By Disease | \$1,000,000 | Each Employee |
| Bodily Injury By Aggregate | \$1,000,000 | Policy Limit |

Commercial General Liability

| | | |
|---|----------------------------------|--|
| Company | Donegal Mutual Insurance Company | |
| Policy Number | CPP8940775 | |
| Policy Period | 10/24/2020 to 10/24/2021 | |
| Minimum Applicable Limits | | |
| General Aggregate | \$2,000,000 | |
| Products-Completed Operations Aggregate | \$2,000,000 | |
| Personal and Advertising Injury | \$1,000,000 | |
| Each Occurrence | \$1,000,000 | |

Commercial Auto Liability

| | | |
|--|----------------------------------|--|
| Company | Donegal Mutual Insurance Company | |
| Policy Number | CA 8940775 | |
| Policy Period | 10/24/2020 to 10/24/2021 | |
| Minimum Applicable Limits | | |
| Each Accident - Combined Single Limit | \$1,000,000 | |
| Aggregate Limit of Insurance - "Garage Operations" -Other Than Covered "Autos" (if applicable) | Not Applicable | |

Other Coverages

| | | |
|---------------------------|----------------------------------|--|
| Policy Type | Employee Benefits Liability | |
| Company | Donegal Mutual Insurance Company | |
| Policy Number | CPP8940775 | |
| Policy Period | 10/24/2020 to 10/24/2021 | |
| Minimum Applicable Limits | | |
| Each Claim Limit | \$1,000,000 | |
| Aggregate Limit | \$2,000,000 | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US WHEN REQUIRED IN A WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard", done under a written contract with that person or organization subject to the following:

- a. The written contract requires you to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial Liability Umbrella Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

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

Any person with whom or organization for which you have agreed in writing to waive your rights to recover.

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 10/24/20 Policy No. WC 8940775

Endorsement No.

Insured Capital City Electrical LLC

Premium

Insurance Company DONEGAL MUTUAL INSURANCE COMPANY

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

| Name of Person or Organization and Mailing Address | Number of Days Notice |
|---|------------------------------|
| Cushman & Wakefield, Inc. C/O: myCOI 1075 Broad Ripple Ave, Suite 313 Indianapolis, IN 46220 | 30 |

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
 2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;
- to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.