

To: Mayor and City Council
From: Rachel Waldron, Parks and Recreation Director
Date: January 22, 2024
Re: Approval of On-Call Skilled Trade Vendors

Action

Approval of contracts with skilled trade vendors on an as-needed basis for park operations.

Summary

The City recently issued a Request for Qualifications (RFQ) to provide standby skilled trade services such as electrical work, carpentry, plumbing, masonry, etc.

We received 10 proposals in response to RFQ 23-05 and evaluated each firm based on their experience, extent and depth of services and qualifications of proposed personnel. Based on these considerations, staff recommends awarding contracts to the following companies:

- Capital City Electrical Services
- Capital City Mechanical Services
- Adrian Security
- Lichty Construction Services
- A&D Painting
- CGS Waterproofing
- United Maintenance Inc.
- LMI Systems LLC
- Play It Safe Playground Inspection LLC
- Fasttrac Telecom Group

Recommendation

Staff recommends awarding on-call maintenance contracts to the companies listed. The term of the contracts will be for one year with two optional renewals.



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: **November 30, 2023, 2:00 pm**
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:

www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm

(There is no conference scheduled for this procurement)

Questions must be directed to

City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: A+D Painting Inc.

Contact Name: Demetrios Kostopoulos

Address: 2016 Tucker Industrial Rd. Tucker, GA 30084

Telephone: 770) 414-4111 Facsimile: 770) 414-4101

Email: office@ADPaintinginc.com

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature Demetrios Kostopoulos Date 11/10/23
Print/Type Name Demetrios Kostopoulos
Print/Type Company Name Here A+D Painting Inc.

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about January 1, 2024. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company A+D Painting Inc.

Name Demetrios Kostopoulos
Authorized Signature

Name Demetrios Kostopoulos 11/10/23
Print Name Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation Demetrios Kostopoulos 11/10/23
Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.



2016 Tucker Industrial Rd
Tucker, Georgia 30084
770.414.4111 Tel
770.414.4101 Fax

1. Trades-
 - 8. Painter, interior, exterior
 - 48. Surface and building pressure wash cleaning
2. Business License- See attached
3. Designated Contact- Pete Kostopoulos- 404.386.5589
4. Personnel
 - Pete Kostopoulos- (Project Manager/Estimator)
 - 10 years of experience.
 - As the main point of contact for Dunwoody; he will provide quotes, manage crews, and be in communication with the Dunwoody Staff.
 - RRP Certification
 - Cesar Rodriguez (General Superintendent)
 - Has worked with A&D for over 25 years.
 - Supervises crews and an expert in projects involving specialty coatings and difficult accessibility. He will provide safety meetings for our crews when scaffolding and lifts are involved.
 - OSHA Certification
 - Juan Banda (Foreman)
 - Over 20 years of experience
 - Well versed in many facets of the painting industry including; pressure washing, drywall repair, carpentry, general painting (interior/exterior), specialty coatings, and striping. Skilled in high access areas involving lifts, scaffolding, and swing stages.
5. Reference List- See attached
6. Salary Rate-
 - Laborer/Supervisor- Flat Rate \$30/hr
7. Equipment- We own several spray units and pressure washers. Specialized equipment includes traffic marking machine, sandblasting equipment, and floor buffing equipment. We have staff members skilled in plaster, stucco, and wood repair as well as wallcovering installation; we have the proper equipment needed to complete each task. In addition to owning perry scaffolding, we have accounts with Premier Platforms, Sunbelt Rentals, and Stone Mountain Access Systems for high access projects.
8. Percentage Mark-Up- 10% material mark-up
9. Commercial Liability- See attached

Reference Form

Requested Information	Response
Reference Name	Cobb County School District: A&D holds the Annual Contract since 2005 & It went up for Bid in 2020 & we we awarded the Annual Contract. We have Painted numerous schools 25+ throughout Cobb County. Most recent Mabry M.S. and Wheeler H.S.
Contact for Reference	Dennis Crudup, Supervisor CCSD Facilities Maintenance & Preventive Maintenance
Street Address	440 Glover st.
City, State, Zip	Marietta, GA 30060
Phone Number	770-426-3355
Email	dennis.crudup@cobbk12.org

Requested Information	Response
Reference Name	DeKalb County Parks, Recreation & Cultural Affairs: A&D has the Annual Painting Contract since 2019, we have painted numerous Parks & Recreation Centers as well as Graffiti Removal on various structures throughout DeKalb County.
Contact for Reference	Paige Singer, Division Manger
Street Address	1300 Commerce Dr., Suite 300
City, State, Zip	Decatur, GA 30030
Phone Number	404- 687- 3733
Email	pk singer@dekalbcountyga.gov/parks

Requested Information	Response
Reference Name	Kennesaw State University: We have had the Painting Services Contract since 2011. In 2019 It went up for Bid and we were awarded it again. We have ongoing work painting at both Kennesaw & Marietta Campuses. Office, Dormitories & Aquatic Center.
Contact for Reference	Rick Pugh, Director of Renovations & Repair Services
Street Address	Mail Drop#3601 Plant Operations, Bldg. 36 RM 101 1000 Chastain Rd
City, State, Zip	Kennesaw, Georgia 30144
Phone Number	404-569-3243
Email	Rpugh1@kennesaw.edu

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name A+D Painting Inc.
 Federal Tax ID 58-2033485
 Address 2016 Tucker Industrial Rd. Tucker, GA 30084
 Does your company currently have a location within the City of Dunwoody? Yes No (circle one)
 Representative Signature Demetrios Kostopoulos
 Printed Name Demetrios Kostopoulos
 Telephone Number (770) 414-4111 Fax Number (770) 414-4101
 Email office@ADPaintinginc.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: DeKalb County - (Stand By Trade Contractor)
 ADDRESS: 1300 Commerce Dr. Suite 300 Decatur, GA 30030
 CONTACT PERSON: Paige Singer - Div. Mgr.
 PHONE NO.: (404) 687-3733
 E-MAIL: PKSinger@dekalbcountyga.gov
2. COMPANY NAME: Kennesaw State University (stand by trade contractor)

ADDRESS: mail drop #3601 Plant operations Bldg, 36 Rm. 101 1000 Chastain Rd.
 Kennesaw, GA 30144

CONTACT PERSON: Rick Pugh

PHONE NO.: 404) 569-3243

E-MAIL: Rpugh1@Kennesaw.edu

3. COMPANY NAME: Cobb County (stand by trade contractor)

ADDRESS: 440 Glover St. Marietta, GA 30060

CONTACT PERSON: Dennis Crudup

PHONE NO: 770) 426-3355

E-MAIL: dennis.crudup@cobbk12.org

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

SAMPLE

Solicitation No. RFQ 23-05

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating 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.

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

44536

E-Verify * User Identification Number

Company Name A&D Painting, Inc.

Demetrios Kostopoulos

BY: Authorized Officer or Agent Date
(Contractor Signature)

President

Title of Authorized Officer or Agent of Contractor

Demetrios Kostopoulos

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE



10th DAY OF November, 2023

Rita Worsley
Notary Public

My Commission Expires: 11/2/2024

As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" 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).

Proof of
HAVING been
in business
at least 10 yrs.

**COBB COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
6975 COBB INTERNATIONAL BLVD.
KENNESAW, GA 30152
PHONE: 770-590-4524
FAX: 770-426-3371**

DATE: June 15, 2004
TO: A & D Painting
Attn: Demetrios Kostopoulos
Phone: (770) 509-5412
Fax: (770) 973-1046
FROM: David Odom
CCSD Purchasing Department

SUBJECT: Consideration of Extension of Bid

The Cobb County School District wishes to **CONSIDER EXTENDING RFP 39-2K, Painting Services** to your company for an additional year. The proposed extended period would be from August 1, 2004 through July 31, 2005.

If you agree to consider the **EXTENSION**, please complete the lower portion of this memorandum and return by fax to: **David Odom by 10:00 a.m., June 17, 2004.**

Thank you for your assistance.

We, the Undersigned Company, agree to extend the same prices, terms, and conditions for Cobb County School District for RFP 39-2K, Painting Services for an additional bid period of August 1, 2004 through July 31, 2005

YES NO

Company Name: A+D Painting Inc.

Representative: Demetrios Kostopoulos Date: _____

Signature: Demetrios Kostopoulos

Phone: (770) 509-5412

Fax: (770) 938-6209

Email: _____

THIS DOCUMENT DOES NOT CONSTITUTE AN OFFICIAL CONTRACT. SHOULD THE CCSD ACCEPT YOUR OFFER OF EXTENSION, AN OFFICIAL AWARD LETTER WILL BE ISSUED TO YOUR COMPANY.



The Environmental Institute

1395 S. Marietta Parkway SE - Building 100, Suite 124 - Marietta, GA 30067
Phone: 770-427-3600 - Website: www.tei-atl.com

Certificate of Attendance and Successful Completion

Lead Safety for Renovation, Repair & Painting Refresher *(RRP) Refresher Training Program in English (4 hours)*

(Per 40 CFR Part 745.90)

Pete Kostopoulos

A&D Painting - 2016 Tucker Industrial Road, Tucker, GA 30084

Certificate Number: R-R-1123-23-00556

Course Date: April 12, 2023
Examination Date: April 12, 2023
Georgia & Alabama Expiration Date: April 12, 2026
EPA Expiration Date: April 12, 2028



Bonnie B. Maurras - Principal Instructor/Training Manager

(Meets Georgia Rules of Lead-Based Paint Hazard Management, Chapter 391-3-24)



CITY OF TUCKER

**BUSINESS LICENSE
OCCUPATIONAL TAX CERTIFICATE**
1975 LAKESIDE PKWY., STE. 350
TUCKER, GA 30084

2023

#8.

LICENSE STATUS: Issued
DATE ISSUED: 01/23/2023
DATE EXPIRES: 12/31/2023

LICENSE NUMBER: 2023-0425
LEGAL BUSINESS NAME: A & D PAINTING INC
DBA NAME: A & D PAINTING INC
LICENSEE: DEMETRIOS KOSTOPOULOS
BUSINESS LOCATION: 2016 TUCKER INDUSTRIAL RD
NAICS DESCRIPTION: Painting and Wall Covering Contractors

DISPLAY THIS CERTIFICATE FOR PUBLIC VIEW

A & D PAINTING INC
DEMETRIOS KOSTOPOULOS
2016 TUCKER INDUSTRIAL RD
TUCKER, GA 30084



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2023

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 Hamby & Aloisio Inc. 53 Perimeter Center East #400 Atlanta GA 30346	CONTACT NAME: Lindsey Macias PHONE (A/C, No, Ext): (770) 551-3270 FAX (A/C, No): (770) 551-3289 E-MAIL ADDRESS: lindsey@hains.com																					
INSURED A & D Painting Inc 2016 Tucker Industrial Rd Tucker GA 30084-6251	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Central Mutual Ins. Co.</td> <td style="text-align: center;">20230</td> </tr> <tr> <td>INSURER B:</td> <td>All America</td> <td style="text-align: center;">20222</td> </tr> <tr> <td>INSURER C:</td> <td>American Interstate</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Central Mutual Ins. Co.	20230	INSURER B:	All America	20222	INSURER C:	American Interstate		INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Central Mutual Ins. Co.	20230																				
INSURER B:	All America	20222																				
INSURER C:	American Interstate																					
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 23-24 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	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			CLP 9914873	04/19/2023	04/19/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> \$500/PD Deductible						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							GENERAL AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAP 9914872	04/19/2023	04/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
Uninsured motorist \$ 1,000,000							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CXS 9914874	04/19/2023	04/19/2024	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 9,000,000
	<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCGA3082752023	04/24/2023	04/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

D/Crime/106076291/ 3.21.2023 to 3.21.2024/ Employee Theft Limit: \$250,000/Deductible: \$10,000
 E/Pollution Liability/EMP190000952-04/ 5.31.2022 to 5.31.2023/ Limit: \$2,000,000. Ded:\$5,000 Per Claim.

Endorsements: General Liability Plus Endorsement (8-1889 07 14); BAP Plus Coverage Endorsement (3-2546 03 15); Waiver of Our Right to Recover from Others Endorsement (WC 99 03 13 A); Contractors Plus Endorsement 7-1365 10 15

CERTIFICATE HOLDER

CANCELLATION

A & D Painting, Inc. 2016 Tucker Industrial Road Tucker GA 30084	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Vicki M. Henry</i></p>
--	---



6040 Dawson Blvd Suite K, Norcross, GA 30093

Email: Info@cgscontractors.com

Phone: 404-234-0248

Web: www.cgscontractors.com

Designated Contact: Joaquin Contreras - 678-755-8892 - Joaquin@cgscontractors.com





CGS
 6040 Dawson Blvd. Suite K
 Norcross GA 30093
 404-234-0248
www.cgscontractors.com
www.cgswaterproofing.com

Cover Letter & Statement of Interest

Dear Members of the selection committee,

I write to you in response to the **RFQ 23-05 Standby Skilled Trade Contractors Contract**. We are thrilled to express our interest in being your contractor of choice for this project. As a minority-certified company and recipient of the prestigious 'Contractor of the Year' award, CGS brings the expertise and experience necessary to ensure the successful and efficient completion of this endeavor. We understand the unique requirements of City of Dunwoody and are committed to delivering outstanding results that meet your expectations. With CGS as your contractor, you can have confidence in our ability to bring the project to fruition in a manner that exceeds your goals and objectives.

The Team -- With over a decade of experience in the industry, CGS boasts a dedicated team of more than 60 construction professionals, including engineers, architects, designers, and equipment operators. What sets us apart is our unwavering commitment to excellence, underpinned by a range of prestigious roofing certifications. CGS proudly holds the title of Master Contractor by GAF, Elite Contractor by IKO, and Certified Applicator by POLYGLASS. Additionally, our roster includes Certified Waterproofing Specialists (CWS), Certified Structural Repair Specialists (CSRS), Certified Installers of CHANCE HELICALS, and an Erosion Control Specialist certification from GSWCC. Furthermore, we provide on-call access to a Structural Engineer with ENGQUEST, ensuring that our projects benefit from the highest standards of expertise and professionalism. Our diverse range of certifications reflects our dedication to delivering top-tier roofing and construction solutions to our clients.

Our Promise -- CGS delivers top-notch services at affordable prices. Our focus is on providing quality materials, efficient time management, sustainable practices, and minimizing disruption to operating facilities. Through extensive training and experience, we have perfected our approach to achieve excellence. Our goal is to minimize change orders and ensure on-time delivery by considering every possible scenario. No matter how unexpected, we are prepared to handle any situation. We stay within budget, meet recommended timelines, and take pride in the success of your project. Our track record of successful jobs in municipalities and educational facilities speaks to the quality of our workmanship.

Awards/Acknowledgments - CGS has been honored as the Contractor of the Year by the Georgia Hispanic Construction Association, a testament to our commitment to excellence. We continuously strive to be the top choice for our clients. Our dedication to providing exceptional service is reflected in our consistently high ratings across various platforms, including HomeAdvisor, Yelp, Google, Angie's List, Thumbtack, and more. Additionally, we maintain an A+ rating from the Better Business Bureau, further solidifying our reputation for reliability and customer satisfaction.

In conclusion, CGS is excited to have the opportunity to participate in the bidding process for this project. We are confident that our experience, reliability, and commitment to excellence make us a suitable choice for this project. We look forward to the chance to discuss our proposal in more detail and demonstrate how CGS can contribute to the successful completion of this project.

Thank you for considering CGS, a family-owned business, as a potential contractor. We eagerly await the opportunity to discuss the project further.

Respectfully,

Joaquin Contreras,
 CEO & Founder of CGS LLC

Business Information

CGS is a minority certified family owned construction company with over ten years of experience. For the past ten years, we have been the “go to” contractors for the private sector, governmental agencies and individuals across Georgia. We have multiple crews available to complete everything from little repairs to a complete building remodel. While our foreman have many years of experience, we always make sure they have a project manager assign to every worksite to oversee the project. Our project manager will work alongside our foremen to complete all given projects in an efficient and exceeding manner. CGS provides more than just cutting-edge service. We deliver quality materials, efficient time management, sustainable practices, fair pricing, and an unbeatable experience.

Point of Contact: Joaquin Contreras

Contractor of the Year

12 Years of Construction Experience

10 Years with CGS

Certifications: Certified Waterproofing Specialists (CWS), Certified Structural Repair Specialists (CSRS), Master Contractor by GAF, IKO, Certified Installer TREMCO Commercial Sealant and Waterproofing, Certified Applicator by POLYGLASS, Master Applicator by CertainTeed, Certified Installer by CHANCE HELICALS, Erosion Control Specialist GSWCC, on call Structural Engineer with ENGQUEST.

E-mail: Info@cgscontractors.com

Telephone: 404-234-0248

Address: 6040 Dawson Blvd Suite K
Norcross, GA 30093

Number of years in business: 10

Contractor License Number: GCQA003051

Utility Contractor: UC301817

E-verify: 1414547


GDOT Number: 2992970

D-U-N-S® Number: 106601835

State: Georgia

Ownership: Domestic Limited Liability
Company

Business Information




2023
Not Transferable

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

Gwinnett County Licensing and Revenue
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	March 8, 2023	Certificate Number:	2023190190
Expires:	March 31, 2024	Fee:	\$646.00
Business Name:	CGS LLC		
Description:	All Other Specialty Trade Contractors		



Business Location
6040 DAWSON BLVD
STE F
NORCROSS GA 30093-1258

MAIL TO:
CGS LLC
6040 DAWSON BLVD K
NORCROSS GA 30093-1249

Control No.: 15015533

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

CGS LLC
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **January 30, 2015** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on February 13, 2015



Brian P. Kemp
Secretary of State

Tracking #: CHp5yXjl

Business Information



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2023

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 Victoria Insurance LLC 3940 Peachtree Industrial Blvd Suite A Duluth GA 30096	CONTACT NAME: Dahlana Perez PHONE (A/C No. Ext): (770) 622-3968 FAX (A/C No.): (770) 622-3968 E-MAIL ADDRESS: INFO@VICTORIAINS.NET	
	INSURER(S) AFFORDING COVERAGE INSURER A : Crum & Foster Specialty Ins Co	NAIC # 31348
INSURED CGS WATERPROOFING LLC 6040 DAWSON BLVD STE K NORCROSS GA 30093	INSURER B : Progressive	27804
	INSURER C : Kinsale Insurance Company	38920
	INSURER D : ACCREDITED SURETY AND CASUALTY COMPAN	26379
	INSURER E :	
	INSURER F :	

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 INSR	INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC OTHER:			BAK-63551-4	06/11/2023	06/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			949153745	05/14/2023	05/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IMS5009029	08/22/2023	08/22/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
D	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	1AUIGA160140365101	11/15/2023	11/15/2024	<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)

CERTIFICATE HOLDER City Of Dunwoody 4800 Ashford Dunwoody Road Dunwoody GA 30338	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 <i>Victoria Insurance</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Project Team and Personnel Capabilities

Joaquin Contreras

6040 Dawson Blvd Suite K
Norcross, GA 30093
678-755-8892
Joaquin@cgscontractors.com

EXPERIENCE

CGS LLC , Georgia (Norcross) — Owner

2015- Present

CGS LLC is a general contracting company. Our main priority is ensuring we offer the best prices and quality work for our customers. In my career, spanning over 10 years, I have amassed extensive experience working on a wide range of residential and commercial projects. From the foundations to the rooftops, my expertise encompasses various facets of the construction industry, including concrete, masonry, roofing, and a diverse array of other jobs.

EDUCATION

Georgia State University, Georgia (Atlanta) 2013— Bachelors in Business Administration

PROJECTS

Decatur Legacy Park ADA Renovations for Williams and Gillespie Cottages - 5/2022

CGS LLC played a pivotal role in the construction projects at Decatur Legacy Park. They successfully completed a diverse range of tasks, including the Stone Dairy Barn Pavilion Build-Out, restroom renovations at the Gillespie and Williams Cottages, and the installation of wheelchair ramps for enhanced accessibility. Throughout these projects, CGS showcased their expertise in concrete work, carpentry, plumbing, flooring, and painting. Their commitment to quality craftsmanship and adherence to project timelines ensured successful project completion.

General Contractor Services for Decatur School System- 2022 - Present

CGS is the go to contractor for any project size for the Decatur school system. We have replaced entire roofs, renovated bathrooms, built retaining walls, allocated new and updated fire rated doors etc. no project is too big or small for CGS.

CERTIFICATIONS

GAF master- Mastered Commercial Contractor (2021)

Polyglass- Polyglass Certification (2022)

Tamko- Pro certified Contractor (2022)

SKILLS

- Entrepreneurship
- Leadership
- Communication
- Creativity
- Problem solving
- Project management
- Team work
- Critical Thinking

AWARDS

- CGS - Contractor of the Year 2021 (GHCA)
- GSC Minority Affairs Academic award - (2008)
- Latino Student Services and outreach program (2013)
- Minority Supplier Development Council

LANGUAGES

- English
- Spanish



Project Team and Personnel Capabilities

Humberto Contreras

6040 Dawson Boulevard suite K
Norcross GA 30093
Humberto@cgscontractors.com

EXPERIENCE

Banco de Crédito del Perú (Lima)- *System Engineer*

Typical tasks included creating system designs, defining system requirements, developing testing and validation plans, overseeing system integration, and troubleshooting issues that arise during development or deployment.

CGS LLC, Georgia (Norcross)— *Owner/ Lead Project Manager*

2015 - PRESENT

I have been in the construction industry for over two decades. I have vast knowledge and experience on exterior work such as concrete, masonry, and roofing. My proficiency extends to various aspects of concrete and masonry, including foundations, walls, floors, driveways, sidewalks, and more. I have a comprehensive understanding of different concrete mixes and their applications, along with the necessary tools and techniques required for each specific project. From pouring and leveling concrete to setting bricks and blocks, I take pride in creating solid and durable structures. When it comes to the field, I am one of our most crucial directors here at CGS. As the lead project manager director, I oversee the project superintendents at each job site. I make the final decision in implementation and coordinates our projects

PROJECTS

Talley Field House Renovations 2023- Present

The renovations included the demolition of existing structures, sidewalks, and curbs. We were tasked to re-do all of the structures, sidewalks and curbs to enhance the aesthetic and quality of the new field house. We also implemented extensive erosion control measures to ensure our work and aesthetic is preserved for years to come.

EDUCATION

University of Lima , Peru —bachelor's degree in Industrial Engineering

Program of study that focuses on the design, optimization, and management of complex systems, processes, and organizations. Industrial engineers apply scientific, mathematical, and engineering principles to improve efficiency, productivity, and profitability in a wide range of industries, including manufacturing, healthcare, transportation, logistics, and service.

SKILLS

- Entrepreneurship
- Leadership
- Creativity
- Problem Solving
- System Development

AWARDS

CGS Waterproofing Contractor of the year (GHCA 2021)

LANGUAGES

- Spanish
- English



Project Team and Personnel Capabilities

Carlos Andres Villa Rodriguez - Project Superintendent

Bachelors in International Business

University of Medellin

•Qualifications:

Andres possesses extensive hands-on experience in the construction industry, with a dedicated focus on project management for concrete-related projects, masonry, and retaining walls. Over the course of five years, he has developed a strong skill set and deep understanding of the intricacies involved in these specialized areas. With a meticulous approach and unwavering commitment to quality, Andres consistently delivers exceptional results that exceed client expectations. His expertise and attention to detail make him a trusted professional in the construction field, well-equipped to tackle projects of various complexities with precision and excellence.



Andres boasts an impressive portfolio of project experience encompassing both private and public sector endeavors.

His notable achievements include:

Watermark Restoration (12/2020 - 1/2023): In this ambitious undertaking, Andres assumed a leadership role, spearheading the complete reconstruction of a sprawling retaining wall spanning an impressive length of 80 feet and towering to a height of 8 feet. His keen eye for detail and meticulous planning ensured the successful execution of this challenging project.

Decatur Legacy Park ADA Renovation: Andres played a pivotal role in the removal and replacement of a substantial 4,500 square foot concrete slab, infusing his expertise to enhance accessibility and functionality in this crucial public space. His astute project management skills and hands-on approach were instrumental in achieving outstanding results.

Westchester Elementary: Additionally, Andres's expertise extended to the creation of an imposing retaining wall, standing proudly at a height of 6 feet and stretching across an impressive span of 50 feet. His meticulous craftsmanship and unwavering dedication to quality were evident in every aspect of this project, contributing to its resounding success.

These notable project experiences reflect Andres's versatility, adaptability, and unwavering commitment to delivering exceptional outcomes in the realm of concrete and construction. His contributions to these endeavors demonstrate his ability to tackle diverse challenges with finesse, elevating the standards of craftsmanship and leaving a lasting impact on the projects he undertakes.

Project Team and Personnel Capabilities

Valeria Contreras - Project Coordinator / Office Manager

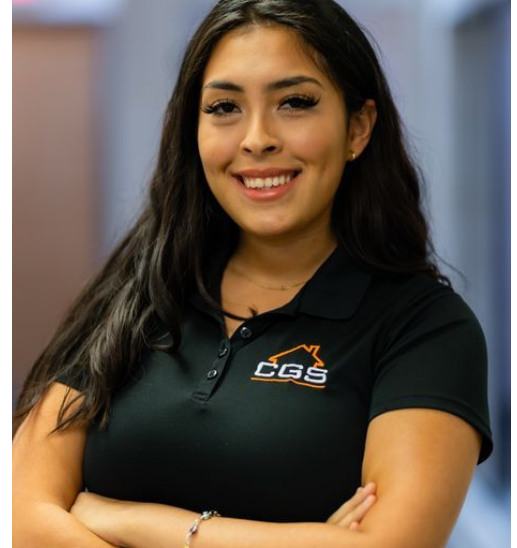
Bachelors in Computer Information Systems

Georgia State University

- Valeria is a highly organized and detail-oriented Construction Project Coordinator with a strong background in project coordination and optimization of workflows. Possesses extensive experience in managing construction projects, focusing on concrete and exterior work, and considering factors such as weather conditions, crew management, and material shipments.

- Demonstrates a commitment to ensuring projects are executed efficiently, on time, and within budget, while maintaining high standards of quality and safety.

- Once Valeria thoroughly reviews the assigned job scope, and understands its requirements and timelines she researches local weather patterns, considers key elements, determines optimal conditions, and develops contingency plans if needed. Once that is completed she assesses logistics, timing, and coordinates with purchasing and logistics team to ensure smooth material shipments aligned with the project schedule. Finally she collaborates with human resources, matches worker availability with project needs, and communicates schedules effectively.



Natalie Serna- Purchasing Director

Bachelors in Business Administration

University of West Georgia

-Natalie Serna holds the critical role of Purchasing Manager for all construction jobs, overseeing the procurement of residential and commercial-grade materials such as wood, machine rentals, masonry and concrete. In this pivotal position, Natalie ensures the smooth and efficient acquisition of the necessary resources to support construction projects.

-Natalie's role is crucial in maintaining efficient inventory management, preventing delays in construction projects due to material shortages or delays. She monitors inventory levels, tracks deliveries, and coordinates with project managers to anticipate material needs, facilitating seamless operations and avoiding disruptions in the construction timeline.



Project Team and Personnel Capabilities



Rene Noussimie - Touko- General Contractor – Lic # GCQA003051

With more than a decades of General Contracting experience. Rene has contributed a lot in CGS’s success. He oversees building projects from initiation to completion. He has an innate ability to lead diverse teams. He is hands-on and works on the project to ensure that it is completed per specifications.

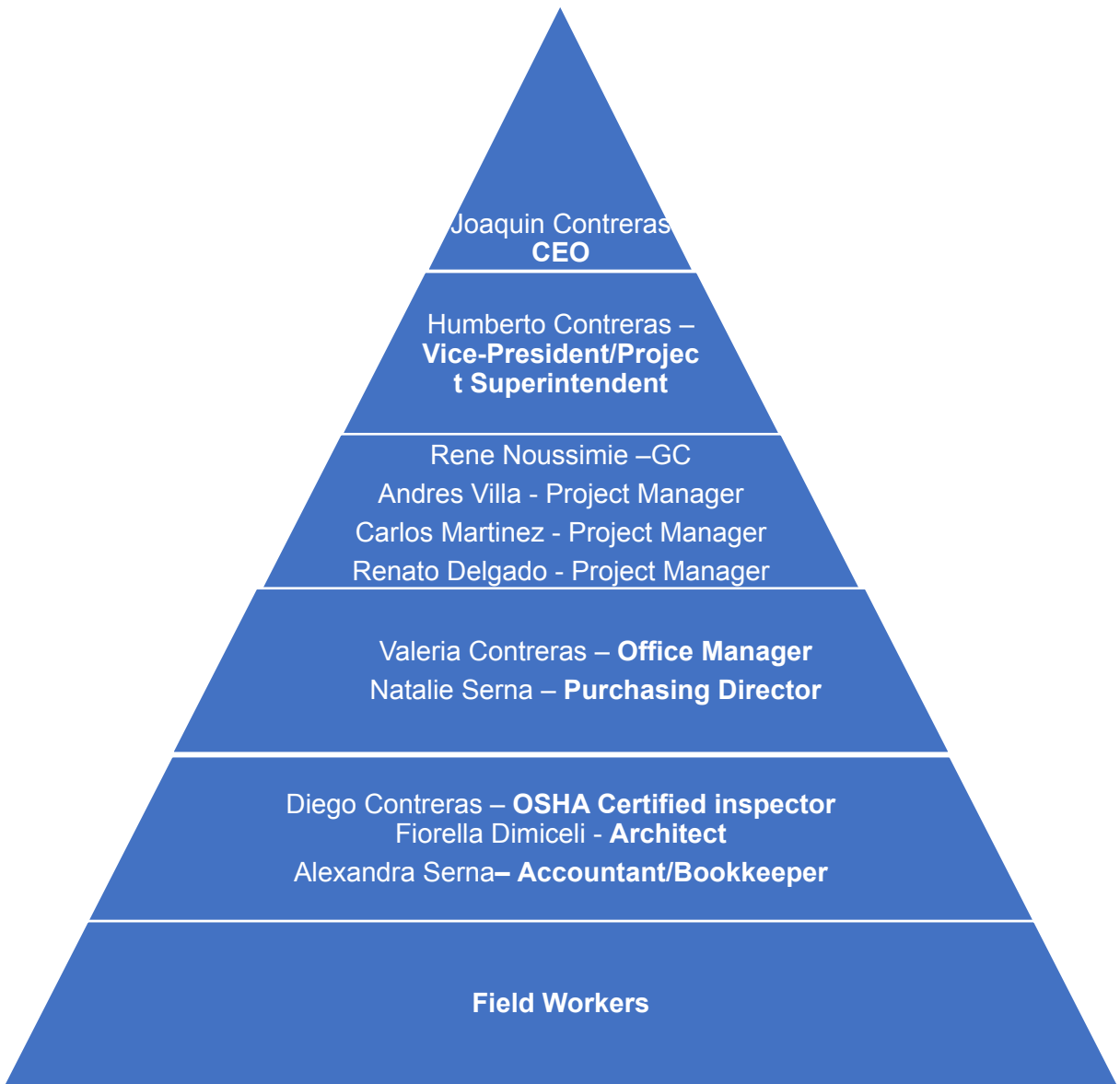
Alexandra Serna - Accountant/Bookkeeper : Alexandra is our bookkeeper and expeditor. She has proficient knowledge on Quickbook, Microsoft Office and Buildertrend. She has been working with CGS for half a decade to help CGS with its administrative needs.

Diego Contreras- OSHA certified inspector: Diego Contreras is the OSHA certified project manager. He has worked with CGS since it first opened and has made it his mission to ensure all projects are completed efficiently and safely. His role is to make sure that all workers are safe when they complete any projects. She has done a diligent job since our workers have not suffered any work-related injuries.

Fiorella Dimeceli- Architect : Fiorella is a Kennesaw State University graduate with a bachelor in Architecture. She has close to a decade in experience and will be contacted when any architectural services are needed.

Section II: Project Team and Personnel Capabilities

Organization's Chart



References

1. City Schools of Decatur
Sergio Perez - Facilities Director
sperez@csdecatur.net
404-683-3919
2. City of Norcross
John Davis - Public Works
jdavis@norcrossga.net
770-550-2931
3. City of Decatur
Felix Floyd - Facilities Superintendent
felix.floyd@decaturga.com
404-597-3217
4. Sundance Bay Properties
Edwin Ramos - Construction Manager
edwin.ramos@sundancebay.com
347-446-8908
5. Woodridge Apartments
Anthony Brown - Manager
anthony.brown@woodridgeapt.com
404-394-5335
6. Gwinnett County
Jeremy Vanoy - Construction Manager
jeremy.vanoy@gwinnettcounty.com
770-653-0054
7. City of Covington
Luther Bouchillon - Facility Manager
lbouchillon@cityofcovington.org
678-725-0448
8. Cobb County School District
Roy Collis - Maintenance Supervisor
roy.collis@cobbk12.org
770-231-9567
9. Dalton Public School
Rusty Lount - Director of Operations
rusty.lount@dalton.k12.ga.us
706-271-6308
10. Oconee County Schools
Fred W. Ricketson - Director of Facilities
fricketson@oconeeschools.org
706-201-3016
11. Watermark Restoration
Dennis Gerber - Manager
dgerber@watermark.us
404-858-6968
12. City of Dunwoody
Todd Meadows - PE
todd.meadows@dunwoodyga.gov
678-469-5614
13. Lichty Commercial
Jeff Hackney
jhackney@lichtycommercial.com
770-231-6500
14. Dekalb County Schools
Christopher Young - Facilities
cyoung@csdecatur.net
470-889-3189
15. Dekalb CSB
Keith Andrews - Lead Facilities
keitha@dekcsb.org
470-907-2413
16. Henry County
Chris Mathews -Assistant Director
chrismatthews@co.henry.ga.us
770-288-6516
17. Forsyth County
Melody L. Fontana - Project Manager
mfontana@forsythco.com
470-622-9695

Trades for Standby Services:

CGS expresses keen interest in collaborating with the City of Dunwoody across various trades to contribute to the enhancement of their infrastructure. Our versatile capabilities extend to encompassing services such as general contracting, foundation repair, exterior waterproofing, and more. As a dedicated construction partner, we are eager to bring our expertise and commitment to excellence to support the City of Dunwoody in achieving their goals and ensuring the longevity and resilience of their structures. CGS looks forward to the opportunity to contribute to the city's development and strengthen our collaborative efforts across the following trades.

1. Carpenter/general construction
4. Interior demolition
5. Debris disposal
10. Rain gutters-cleaning gutter cover installation and replacement/repair
14. Flooring installation, including but not limited to carpet, tile, lvt
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
26. Masonry,
29. Siding installation, repair and replacement
31. Welding, metal fabrication.
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
48. Surface and building pressure wash cleaning

1.Carpenter / General Construction

CGS has cultivated an extensive clientele, positioning us as the go-to one-stop shop for an array of construction needs. Whether partnering with educational institutions for facility enhancements, municipalities for comprehensive repairs, or private entities embarking on ambitious projects, CGS consistently delivers a level of expertise and service that transcends expectations. Our standing as a trusted general contractor is more than a testament; it is an affirmation of our ability to navigate the complexities of diverse construction landscapes. Clients choose CGS for more than just our comprehensive skill set; they choose us for our unwavering commitment to successful project completions and a legacy of excellence that defines every facet of our work.

Job Examples:

1. **On Call General Contractors for Decatur Schools System**

As the On-Call General Contractors for Decatur School Systems, CGS takes pride in our swift and efficient response to any construction needs. With a commitment to excellence, we understand the urgency of addressing issues promptly. Our dedicated team ensures a quick and effective resolution to any challenges that may arise, demonstrating not only our proficiency but also our reliability as a trusted partner for Decatur School Systems. Moreover, our track record speaks for itself, as there has yet to be a complaint about our services. Whether it's repairs, renovations, or any other construction-related concerns, CGS is on call to ensure a seamless and timely solution, maintaining a stellar reputation for client satisfaction.

2. **General Contractors for City of Norcross**

As the designated On-Call General Contractors for the City of Norcross, CGS has consistently delivered prompt and efficient solutions to the municipality's diverse construction needs. Our versatile approach is reflected in the successful completion of various projects, ranging from major repairs to intricate tasks such as the removal and replacement of carpet tiling at City Hall. CGS takes pride in the absence of any complaints about our services, underlining our commitment to excellence. Our longstanding partnership with the City of Norcross stands as a testament to our reliability and ability to meet and exceed the municipality's expectations, further solidifying CGS as a trusted and preferred general contractor for the City's construction endeavors.

3. **General Contractors for City of Decatur**

As the On-Call General Contractors for the City of Decatur, CGS specializes in executing technically demanding full-scale renovations. Our expertise extends to intricate electrical upgrades, ensuring seamless integration of modern systems and cutting-edge technologies. Beyond electrical work, we excel in various construction domains, including flooring installations, demolition projects, and siding enhancements. From rewiring to implementing advanced lighting solutions, CGS is committed to elevating the City's facilities to meet and exceed contemporary standards across a spectrum of construction specialties. Our role as a trusted general contractor is marked by a focus on precision and technical excellence, ensuring that the City of Decatur benefits from state-of-the-art infrastructure and functionality in multiple facets of construction.

9am - 5pm	After hours	
Supervisor : \$80/Hourly	Supervisor : \$120/Hourly	Mobilization \$250
Laborer : \$60/Hourly	Laborer \$90/Hourly	

10. Rain gutters-cleaning gutter cover installation

At CGS, our distinct perspective centers around having a team of highly skilled professionals specializing in all aspects of gutter services. From installation to repairs and cleaning, our experts bring a wealth of experience and precision to every project. We view gutters not just as functional components but as crucial elements in protecting and enhancing the longevity of a property. Our professionals are dedicated to ensuring the seamless functioning of gutter systems, addressing issues with meticulous attention to detail, and providing thorough cleaning services.

Hawk Construction:

CGS has had the privilege of serving Hawk Construction, delivering top-tier residential and commercial gutter services. Our expertise in gutter installation and maintenance aligns with the high standards set by Hawk Construction, contributing to the longevity and efficiency of their properties.

Decatur High School:

Among our notable clients is Decatur High School, where CGS demonstrated its proficiency in addressing both residential and commercial gutter needs. Through precise installations and ongoing maintenance, CGS has contributed to the effective water management of this educational institution, ensuring a safe and well-maintained environment.

These collaborations underscore CGS's versatility and excellence in providing tailored gutter solutions for diverse clients, ranging from construction companies like Hawk Construction to educational institutions such as Decatur High School. Our commitment to delivering reliable, efficient, and customized gutter services remains unwavering in both residential and commercial settings.

9am - 5pm	After hours	
Supervisor : \$70/Hourly Laborer : \$40/Hourly	Supervisor : \$90/Hourly Laborer \$60/Hourly	Mobilization \$250

22. Roof repair and replacement

At CGS, replacing and repairing roofs stands as our expertise and cornerstone service. With a swift and efficient team dedicated to delivering quality results, we pride ourselves on getting the job done right. Notable projects include the architectural shingle replacement of two entire apartment complexes, Ivy Commons and Bristol Creek, with a cumulative value exceeding one million dollars. Moreover, CGS has demonstrated its proficiency by successfully replacing the roofs of approximately eight schools in Decatur and the Cobb County School District. These accomplishments underscore CGS's commitment to excellence, efficiency, and the successful completion of roofing projects, solidifying our reputation as a reliable industry leader.

Notable Projects:

- **Ivy Commons Shingle Roof Replacement - \$700,000.00**
- **Bristol Creek Shingle Roof Replacement- \$300,000.00**
- **City Hall of Norcross Metal Roof Replacement - \$78,500.00**
- **Oconee Middle School TPO Roof Replacement-\$107,674.62**
- **Decatur Schools 6 Schools TPO Roof Replacement - \$1.2 M**
- **Gwinnett County Aquatic Center TPO Roof Replacement-\$350,000**

Certifications:

- **GAF master shingle applicator**
- **Tamko Pro Certified**
- **Polyglass**
- **Master Craftsman**

On-call Roofing Contractor

- **Cobb County Schools**
- **City Schools of Decatur**
- **Clayton County**
- **City of Decatur**

9am - 5pm	After hours	
Supervisor : \$80/Hourly	Supervisor: \$150/Hourly	Mobilization \$200
Laborer : \$65/Hourly	Laborer \$90/Hourly	

4. Interior Demolition/ 5. Debris Removal

CGS is proud to have a successful working relationship with Sundance Bay LLC, where we have demonstrated our proficiency in various interior projects, including extensive **interior demolitions**.

Woodridge Apartments Project:

One notable project that exemplifies our interior demolition expertise is the renovation of burned units at Woodridge Apartments. Following a significant fire incident caused by a grill, CGS undertook the challenging task of completely gutting the affected units (5) and orchestrating a comprehensive reconstruction. The project involved:

Demolition:

CGS efficiently executed the interior demolition, removing damaged structures and preparing the space for the rebuilding process.

Rebuilding:

CGS successfully reconstructed the units, employing high-quality materials and craftsmanship to restore the apartments to their original or improved condition.

Debris Removal:

Unlike many contractors, we have strategically established an in-house debris removal system, allowing us to efficiently manage and dispose of construction waste without relying on external providers. This unique capability streamlines the project workflow, enhancing overall efficiency and reducing the complexities associated with coordinating external services

4. Interior Demolition

9am - 5pm	After hours	
Supervisor : \$60/Hourly Laborer : \$40/Hourly	Supervisor: \$80/Hourly Laborer \$60/Hourly	Mobilization \$250

5. Debris Disposal

9am - 5pm	After hours	
Supervisor : \$60/Hourly Laborer : \$40/Hourly	Supervisor: \$80/Hourly Laborer \$60/Hourly	Mobilization \$250
Dumpster Rental \$500 per 18 yard dump trailer		

14. Flooring Installation

CGS has firmly established itself as a distinguished contractor, marked by its unwavering commitment to excellence and a technical prowess that sets it apart. In various projects, including intricate flooring endeavors, CGS showcases a refined technique that goes beyond industry standards, delivering flawless execution. The implementation of flooring solutions underscores CGS's technical acumen, seamlessly integrating advanced functionality and impeccable design. Through meticulous attention to detail and a focus on precision, CGS consistently achieves a level of technical proficiency that ensures flawless outcomes. This commitment to technical excellence positions CGS as a leader in the industry, consistently surpassing expectations and delivering flawless results across diverse projects.

Job Examples:

1. Winona Park Elementary School:

At Winona Park Elementary School in Decatur, CGS performed exceptional flooring work, showcasing our expertise in vinyl and hardwood installations. We carefully laid durable vinyl flooring in high-traffic areas, ensuring it can withstand the a busy school environment. Simultaneously, we added a touch of elegance to classrooms and common spaces by installing hardwood floors. The combination of these two flooring types not only addresses practical needs but also enhances the overall aesthetic appeal of the school. Our meticulous attention to detail and commitment to quality craftsmanship created a welcoming and visually pleasing atmosphere for both students and educators at Winona Park Elementary.

2. City of Norcross:

CGS recently completed a successful project at Norcross City Hall, installing carpet tiles to enhance both the visual appeal and functionality of the space. The use of carpet tiles not only provides a modern look but also ensures easy maintenance and durability. Our skilled team executed the installation with precision, creating a seamless and attractive carpeted environment that meets the specific needs of Norcross City Hall. This project exemplifies CGS's commitment to delivering high-quality flooring solutions for public institutions.

9am - 5pm	After hours	
Supervisor : \$50/Hourly	Supervisor: \$70/Hourly	Mobilization \$250
Laborer : \$30/Hourly	Laborer \$50/Hourly	

20. Concrete Sealing, Repair & Replacement

CGS showcased its expertise in concrete ceiling repairs and masonry at Decatur Barn and Grady Hospital. At Decatur Public Works Annex Buildout, we ensured safety and structural integrity through precise concrete sealing repairs and enhanced aesthetics with thoughtful masonry work. Our team applied the same commitment at Grady Hospital, addressing crucial maintenance needs through concrete sealing repairs and further improving the infrastructure with skilled masonry techniques. These projects underscore CGS's dedication to delivering high-quality solutions, combining technical proficiency with an artistic touch in both public and healthcare environments.

Job Examples:

1. Decatur Public Works Annex Buildout:

CGS undertook a significant concrete project at Decatur Barn, showcasing our expertise in large-scale replacements. Specifically, we successfully removed and replaced a 50-yard slab of concrete. The replacement not only addressed structural concerns but also revitalized the functionality and safety of the space. Our team's attention to detail ensured a seamless integration of the new concrete slab, contributing to the overall improvement of Decatur Barn's infrastructure. This project exemplifies CGS's ability to handle substantial concrete work, providing durable solutions that meet the specific needs of our clients.

2. Grady Hospital:

CGS played a crucial role in enhancing Grady Hospital's infrastructure through skilled masonry work. Our team executed a range of masonry projects, contributing to both the functionality and aesthetic appeal of the hospital. From repairing and restoring masonry structures to creating visually pleasing elements, our work at Grady Hospital aimed to improve the overall environment. Whether it was addressing specific maintenance needs or incorporating artistic touches, CGS prioritized quality and attention to detail in every aspect of the masonry work undertaken. This project at Grady Hospital reflects CGS's commitment to delivering top-notch masonry solutions tailored to the unique requirements of healthcare facilities.

9am - 5pm	After hours	
Supervisor : \$90/Hourly Laborer : \$70/Hourly	Supervisor : \$150/Hourly Laborer \$120/Hourly	Mobilization \$250

19. Tree Removal

With a wealth of experience spanning many years, CGS stands as a trusted authority in comprehensive construction services, extending our expertise to include specialized areas such as landscaping renovations and tree removal. Our commitment to excellence is evident in our approach to tree removal, where we combine precision and years of hands-on experience to execute these tasks with utmost efficiency. From strategic planning to the safe and skillful removal of trees, our team is dedicated to ensuring the well-being of the surrounding environment while meeting the unique needs of each project.

Job Examples:

Winters chapel clean up ITB 23-01

CGS successfully executed Phases 1 and 2 of the Winters Chapel Path Landscaping Improvements Project for the City of Dunwoody. In Phase 1, we expertly removed trees and stumps, prioritizing safety and efficiency. Phase 2 focused on elevating the overall aesthetic by introducing carefully selected landscaping elements, creating an inviting environment along Winters Chapel Path. CGS's commitment to safety, quality, and visual enhancement shines through in the successful completion of both phases, contributing to a more vibrant community landscape.

9am - 5pm	After hours	
Supervisor : \$100/Hourly Laborer : \$75/Hourly	Supervisor : \$200/Hourly Laborer \$150/Hourly	Mobilization \$450

21. Fence Repair and Replacement

Fencing stands as another trade in which CGS excels, showcasing extensive experience and expertise. Notably, CGS successfully executed a substantial \$75,000 fencing project for AFI and a significant \$100,000 project for O and L Construction at Grady Hospital. Both private companies entrusted CGS with these crucial undertakings for high-profile clients, underscoring our reliability and proficiency in delivering exceptional results. The completion of these projects not only highlights CGS's competence in the fencing trade but also reinforces our ability to meet the stringent demands of private entities handling crucial assignments. The trust placed in CGS by AFI and O and L Construction is a testament to our reputation for excellence and underscores our position as a reliable partner in the execution of important fencing projects.

Job Examples:

1. O and L Construction - 9th and 10th Floor Fence at Grady Hospital

The fencing project, characterized by meticulous attention to detail and technical precision, showcased a level of excellence that speaks to the proficiency of CGS. The site preparation laid a solid foundation for the installation of 900 linear feet of commercial chain-link fence, with a distinct curved look achieved through strategically bent 10' 6" posts. The incorporation of top, middle, and bottom rails, tactfully welded to existing guard rails, ensured robust support and seamless integration. Utilizing Schedule 40 posts plated to the existing structure exemplified a commitment to quality and durability. Opting for 9-gauge fabric and galvanized steel hardware underscored the use of commercial-grade materials, promoting longevity. CGS's expertise in delivering a fencing solution that blends technical mastery with aesthetic considerations.

2. AFI - Archway Apartments

For AFI's Archway Apartments, CGS undertook a crucial fencing project, signifying a high level of trust bestowed upon us by the owners. The scope of work began with meticulous site preparation, involving the removal of 146 linear feet of existing chain-link fencing. In its place, CGS expertly installed a 146 linear feet privacy fence, standing at an impressive 8 feet in height and crafted from wood for enhanced aesthetics and privacy. The project further entailed the careful trimming of branches and bushes to create a polished appearance. Adding both functionality and convenience, a single gate was thoughtfully installed. In navigating this project at Archway Apartments, owned by AFI, CGS not only showcased technical proficiency but also demonstrated reliability in carrying out significant work at a location frequented by the complex's residents. The disposal of debris was seamlessly executed, concluding the project with a commitment to cleanliness and a visually appealing outcome for both AFI and their clientele.

21. Fence Repair and Replacement (Cont)

3. Decatur School System - Renfroe Elementary School

In executing a fencing project at a local school, CGS demonstrated exemplary precision and safety considerations, particularly crucial for the school environment frequented by children. The scope of work commenced with the removal of 220LF of existing fencing, ensuring disposal to eliminate any potential hazards. CGS then installed 45 feet of fencing to precisely match the previous structure, maintaining consistency and visual appeal. The project also involved fence repairs, addressing any wear or damage, and the replacement of damaged posts to reinforce the overall integrity of the fencing. Throughout every phase, CGS prioritized safety protocols, recognizing the sensitive nature of the school setting. The seamless execution of this project not only enhanced the security of the school premises but also exemplified CGS's commitment to delivering exceptional results..

9am - 5pm	After hours	
Supervisor : \$80/Hourly Laborer : \$60/Hourly	Supervisor : \$120/Hourly Laborer \$90/Hourly	Mobilization \$250

26. Masonry

CGS extends its versatile expertise to the realm of masonry, showcasing years of experience in both repair work and crafting structures from the ground up. Our proficiency in masonry has been exemplified through notable projects, including our work at Villas 52 Apartments for BH Management Services LLC and The Lofts of Greenville for With a keen understanding of the mechanics of masonry, we navigate the complexities of material selection, precise construction techniques, and structural integrity. From the mortar application to the strategic arrangement of bricks or stones, CGS approaches each project with technical precision. These endeavors not only showcase our commitment to superior craftsmanship but also affirm our capacity to deliver excellence in the dynamic field of masonry, solidifying CGS as a trusted partner in the construction industry.

Job Examples:

1. Watermark Restoration - The Lofts of Greenville

In our recent project at The Lofts of Greenville, CGS demonstrated a profound understanding of masonry techniques, showcasing a meticulous approach to each facet of the construction process. The project kicked off with a site preparation, ensuring a stable foundation for what followed. CGS then expertly built a 60 linear feet planter around the terrace, employing concrete blocks, rebar, and precision concrete filling. The intricate detailing continued as we covered the block walls with carefully arranged bricks, demonstrating both aesthetic and structural integrity. Additionally, CGS poured concrete strategically in specific areas around the terrace, further enhancing durability and functionality. This project not only exemplifies our technical proficiency in masonry but also underscores our commitment to executing each step with precision and expertise, affirming CGS's reputation as a skilled and knowledgeable construction partner.

2. BH Management- Villa 52 Apartments

At Villas 52, CGS promptly addressed a critical situation when a vehicle collided with and destroyed the neighborhood sign. Demonstrating our expertise, we initiated the repair process by meticulously demolishing the damaged masonry sign. The reconstruction involved replacing broken CMU blocks and strategically installing rebar for enhanced strength. Careful attention was given to match the new stonework with the pre-existing condition, ensuring a seamless integration that maintained the neighborhood's visual appeal. To complete the restoration, a capstone was skillfully installed atop the sign, complementing the overall design. Additionally, our team diligently repaired the concrete curve, addressing every detail to bring the sign back to its original condition. The project concluded with the responsible removal and disposal of debris. The swift and comprehensive repair not only reinstated the neighborhood's welcoming entrance but also left clients exceptionally satisfied with CGS's efficient and high-quality restoration of the prominently featured sign.

9am - 5pm	After hours	
Supervisor : \$90/Hourly Laborer : \$70/Hourly	Supervisor : \$150/Hourly Laborer \$120/Hourly	Mobilization \$250

29. Siding Installation, Repair and Replacement

With over a decade of focused expertise, CGS has become a trusted authority in Siding Installation, Repair, and Replacement. Our extensive experience caters to a diverse clientele, including homeowners seeking a refreshed aesthetic, property managers entrusting us with seamless replacements, and new investors relying solutions for their new builds. Rooted in a deep understanding of various siding materials and precise installation techniques, CGS is dedicated to delivering outcomes that align with our clients' unique visions. We stand out as an adaptable partner, providing custom siding services to meet the distinctive needs of of versatile clientele. Our enduring reputation as a preferred choice in the field of siding solutions is a testament to our commitment over the past decade

Job Examples:

1. **Forsyth County**

In our recent partnership with Forsyth County, CGS undertook a vital project focused on vinyl siding repairs. The process began with thorough site preparation, ensuring a clean and conducive environment for the repairs. Addressing the damaged areas, we removed any loose or hanging vinyl siding, providing a clean canvas for the restoration. The installation phase involved seamlessly incorporating new siding where it was missing or hanging, with a commitment to matching the existing siding as closely as possible. To ensure a durable and polished finish, we applied caulking and sealing techniques. This comprehensive approach not only revitalized the appearance of the county's structures but also demonstrated CGS's dedication to delivering quality vinyl siding repairs in collaboration with Forsyth County.

2. **Sundance Bay - The Groves Apartments**

At The Groves Apartments, we successfully addressed a siding challenge across several buildings, where various areas exhibited missing siding. CGS swiftly intervened, systematically replacing the damaged sections to restore a cohesive and aesthetically pleasing exterior. The seamless replacement not only resolved the immediate issue but also left each building looking revitalized and well-maintained. This project at The Groves Apartments exemplifies CGS's commitment to prompt and effective solutions, ensuring the sustained visual appeal and integrity of multifamily residential complexes.

3. **Excalibur Homes**

CGS collaborated with Excalibur to undertake a crucial renovation project involving the replacement of fiber cement siding at one of their numerous properties. The initiative aimed to revitalize the homes, making them more appealing for prospective tenants and facilitating increased occupancy. By efficiently replacing the fiber cement siding, CGS played a pivotal role in enhancing the overall aesthetics and structural integrity of the property. This collaborative effort between CGS and Excalibur underscores our commitment to delivering comprehensive solutions that contribute to the successful rehabilitation and rental potential of residential units.

9am - 5pm	After hours	
Supervisor : \$80/Hourly Laborer : \$60/Hourly	Supervisor : \$120/Hourly Laborer \$900/Hourly	Mobilization \$250

31. Welding, metal fabrication

CGS possesses a team of certified welding professionals, with notable collaborations, most notably, Watermark Restoration. Our skilled welders have successfully undertaken various projects, showcasing their expertise in welding metal railings, gate repairs, and executing intricate tasks such as the removal and replacement of 155 metal tread brackets. Additionally, our team adeptly addressed challenges by repairing five split metal columns and replacing 32 metal pans beneath stair landings. These projects with Watermark Restoration exemplify CGS's commitment to precision welding and our ability to deliver high-quality results on diverse and intricate assignments.

Job Examples:

1. **MAA Milstead:**

The collaboration between CGS and Watermark at the MAA Milstead apartment complex exemplifies our comprehensive approach to address welding deficiencies. Our team systematically repaired and reinforced metal gate entrances, pool gates, and five split metal railings with associated footings. Additionally, we focused on the repair and refurbishment of metal staircases, addressing structural issues and enhancing both safety and aesthetics. Our expertise extended to repainting the metal elements, contributing to the overall rejuvenation of the apartment complex. This partnership showcases CGS's commitment to not only fixing welding deficiencies but also enhancing functionality, safety, and visual appeal.

2. **AFI Archway Apartments:**

CGS has undertaken a series of welding repairs at Archway Apartments, showcasing our proficiency in addressing various structural challenges. Notable among these repairs is the meticulous fixing of metal railings on the staircases, where our welding specialists ensured both safety and aesthetic coherence. Additionally, our team addressed a malfunctioning pool gate, implementing precise welding solutions to restore proper functionality and enhance security for residents. Furthermore, CGS played a key role in improving the overall structural integrity by installing new metal posts, contributing to the durability and longevity of the apartment complex's essential elements.

9am - 5pm	After hours	
Supervisor : \$150/Hourly Laborer : \$80/Hourly	Supervisor : \$250/Hourly Laborer \$150/Hourly	Mobilization \$450

36. Foundation Repair and Waterproofing

CGS stands proudly alongside its sister company, CGS Waterproofing LLC, specializing in foundation repairs and waterproofing—an area where our expertise is unparalleled. This tandem represents our core competency, as foundation repairs and waterproofing form the very essence of our daily operations. With a proven track record, there is no one better equipped or more experienced in this trade than CGS. The relationship between CGS and CGS Waterproofing LLC allows us to seamlessly integrate foundation expertise into our comprehensive construction services. Clients can trust that their projects are handled with the precision and effectiveness, as our dedicated teams leverage their experience to deliver top-tier foundation and waterproofing solutions

Job Examples:

1. *Watermark Restoration - Highland Square Apartments*

At Highland Square Apartments, Watermark entrusted CGS with a formidable task—conducting a complete foundation and waterproofing repair in a bottom unit of a five-story building. The complexity of the job lay in ensuring the structural stability of the entire building while executing the necessary repairs. The project scope involved implementing a comprehensive Interior Waterproofing solution, including the installation of a subfloor system with a subfloor drain discharged by gravity. This meticulous approach covered 35 linear feet of subfloor and required concrete cutting to create a trench for the drainage system. CGS's precision was further evident in the careful repair of the concrete cut post-installation. The success of this endeavor not only secured the building's integrity but also garnered commendation, leading to additional requests to address issues in three other units. CGS's expertise in handling foundation and waterproofing repairs shines through in our ability to navigate challenging structural scenarios, earning the trust and confidence of our clients.

2. *City of Decatur - McKoy Park Dugout*

CGS proudly contributed to the City of Decatur's infrastructure by providing exterior waterproofing services. The project scope involved installing an exterior waterproofing system on a dugout addition. Our approach encompassed applying asphalt-based paint and a plastic barrier to fortify the structure against moisture. The project further included trenching along the footing, installing a French drain with gravel, covering 50 linear feet, and ensuring proper discharge to a lower point for effective water management. CGS's commitment to quality extended to the thorough cleanup and responsible disposal of debris, leaving the site in pristine condition. This project stands as a testament to CGS's expertise in waterproofing, contributing to the resilience and longevity of critical infrastructure in collaboration with the City of Decatur.

36. Foundation Repair and Waterproofing (cont)

1. **Nutech**

When Nutech, a mold company we've previously collaborated with, encountered foundation issues at one of their properties, CGS was called upon to provide a robust solution. Following the engineer's recommendation, our expertise in foundation repair led us to implement a comprehensive Helical Pier Installation. Specifically targeted at the front right side corner, the meticulous process included installing six helical piers, with site zoning and topography excavation precisely designated. We exposed the base of footers, making adjustments as needed, and pre-prepped bore holes for optimal efficacy. Employing a Hydraulic Pneumatic Rotator, we drove the helical piers to achieve the recommended PSI, ensuring a stable foundation. The installation of a heavy-lifting bracket, forward-facing plate, and jack-to-plate tension further contributed to stabilizing the foundation without lifting. The meticulous sealing of brackets and backfilling completed this intricate foundation repair, showcasing CGS's proficiency in helical pier installations and our commitment to resolving complex structural challenges for our valued clients.

9am - 5pm	After hours	
Supervisor : \$80/Hourly Laborer : \$60/Hourly	Supervisor : \$120/Hourly Laborer \$90/Hourly	Mobilization \$250

37. Crawlspace remediation/38. Mold and allergen testing

CGS takes pride in its distinguished reputation for conducting approximately 400 crawlspace remediation projects annually, serving both homeowners and property managements. Central to our expertise is the effective removal of water and the meticulous assessment of each space to determine the necessary next steps. Our process commences with a detailed evaluation, identifying water-related issues and potential risks to health and structural integrity. Following this assessment, we prioritize the removal of water by employing specialized techniques such as encapsulation, vapor barriers, and dehumidifiers. CGS stands out for its dedication to creating healthier living spaces, emphasizing interior waterproofing through drainage solutions and strategically placed sump pumps. With a focus on addressing water concerns, we consistently deliver tailored crawlspace remediation services that contribute to the resilience and well-being of the properties we serve.

Notable Collaborations:

Pathlight Property Management:

Over the past four years, CGS has cultivated a successful partnership with Pathlight Property Management, undertaking numerous crawlspace remediation projects annually. Our holistic approach to crawlspace remediation not only meets but exceeds industry standards, ensuring that homeowners under Pathlight's management enjoy healthier living environments.

Excalibur:

In collaboration with Excalibur, CGS has demonstrated its prowess in crawlspace remediation by addressing multifaceted challenges such as mold removal, allergen testing, and encapsulation. This strategic partnership is founded on a shared commitment to excellence and the highest standards of property care.

Tiber Capital:

Working hand-in-hand with Tiber Capital, CGS consistently delivers top-notch crawlspace remediation services. Our meticulous process includes interior waterproofing and drainage solutions, playing a crucial role in maintaining the structural integrity of properties within Tiber Capital's extensive portfolio.

37. Crawlspace remediation/38. Mold and allergen testing (Cont)

Open Door:

As a trusted partner of Open Door, one of the nation's premier property management firms, CGS engages in crawlspace remediation projects. Our tailored solutions align seamlessly with Open Door's dedication to creating optimal living conditions, further solidifying CGS's reputation as a reliable and skilled provider in the field of waterproofing and property care.

Mold and allergen: Our expertise lies in delivering comprehensive solutions that prioritize health and structural integrity. Our process begins with a meticulous assessment, followed by mold removal and allergen testing to ensure a safe living environment.

37.Crawlspace Remediation

9am - 5pm	After hours	
Supervisor : \$80/Hourly Laborer : \$60/Hourly	Supervisor: \$120/Hourly Laborer \$90/Hourly	Mobilization \$250

38. Mold and Allergen Testing

9am - 5pm	After hours	
Supervisor : \$80/Hourly Laborer : \$60/Hourly	Supervisor: \$120/Hourly Laborer \$90/Hourly	Mobilization \$250

39. Surface drainage/ water runoff

CGS Waterproofing specializes in surface drainage solutions, offering expertise that caters to the unique needs of both homeowners and property management companies. Our comprehensive approach encompasses various techniques to address runoff and erosion challenges effectively. From the fundamental modification of landscape slopes through grading to the strategic installation of French drains, we ensure that water is efficiently channeled away from critical areas, preventing pooling and potential damage. Collaborating closely with clients, CGS excels in designing and installing gutter systems, including gutters and downspouts, to direct rainwater away from structures and prevent water-related issues.

Our specialization extends to the installation of catch basins and trench drains, underground structures designed to collect and redirect surface water. By combining these solutions, CGS Waterproofing provides tailored surface drainage strategies that not only mitigate runoff and erosion concerns but also enhance the overall resilience of properties. With a commitment to excellence and a holistic understanding of drainage challenges, we work collaboratively with clients to deliver reliable and effective solutions for every project.

9am - 5pm	After hours	
Supervisor : \$80/Hourly Laborer : \$60/Hourly	Supervisor : \$120/Hourly Laborer \$90/Hourly	Mobilization \$250

48. Surface and building pressure wash cleaning

Decatur High School:

CGS provided comprehensive pressure washing services, focusing on the entire exterior, including concrete sidewalks and ramps, to enhance safety and aesthetics.

Walker County:

CGS undertook extensive pressure washing projects for Walker County, covering the entire exteriors of three county buildings, including the Commissioner's office, contributing to a clean and professional county facility.

City of Decatur Government Building:

CGS showcased its expertise in pressure washing by servicing the City of Decatur Government Building, emphasizing our commitment to maintaining the pristine appearance of crucial public structures

9am - 5pm	After hours	
Supervisor : \$50/Hourly Laborer : \$30/Hourly	Supervisor : \$80/Hourly Laborer \$50/Hourly	Mobilization \$150

Reference Projects

Westchester Elementary Creek Retaining Wall Build Out

\$180,000.00

Sergio Perez - sperez@csdecatur.net - 404-683-3919

One notable project that CGS undertook involved the reconstruction of a collapsed retaining wall. The task at hand was to rebuild the wall using shotcrete, a specialized construction technique that involves spraying concrete onto a structure using high-pressure equipment. Throughout the project, CGS demonstrated exceptional expertise and efficiency, showcasing their ability to handle the job with utmost professionalism and deliver outstanding results.

Assessment and Planning: CGS began by conducting a comprehensive assessment of the collapsed retaining wall. They meticulously evaluated the site, taking into account the underlying causes of the failure and identifying the scope of work required for the reconstruction.

Design and Engineering: CGS engaged a team of experienced engineers who designed the new retaining wall, considering the specific site conditions, load requirements, and stability factors. Their expertise ensured that the new structure would be robust, resilient, and capable of withstanding the forces acting upon it.

Material Selection and Procurement: CGS's procurement team then worked to source high-quality materials necessary for the project. They collaborated closely with trusted suppliers to ensure the availability of the right type and grade of shotcrete, reinforcing steel, and other construction components required for the wall.

Shotcrete Application: CGS's skilled construction crew executed the shotcrete application with precision and efficiency. They used state-of-the-art equipment and adhered to industry best practices, ensuring consistent and uniform application of the concrete material. The team paid attention to the wall's shape, surface finish, and structural integrity, resulting in a visually appealing and robust final product.

Quality Assurance: Throughout the construction process, CGS implemented a rigorous quality assurance program. They conducted regular inspections, performed quality control tests, and employed non-destructive evaluation techniques to verify the integrity and performance of the newly constructed retaining wall. This commitment to quality ensured that the project met or exceeded industry standards and client expectations.

Timely Completion: CGS managed the project schedule, adhering to predefined milestones and deadlines. Our efficient project management allowed them to complete the reconstruction within the agreed-upon timeframe, minimizing any disruption to the surrounding areas and enabling the client to resume normal operations promptly.

Customer Satisfaction: Our commitment to excellence and focus on delivering exceptional results resulted in high customer satisfaction. Decatur School Systems praised us for our professionalism, technical expertise, and attention to detail throughout the project.

In summary, CGS demonstrated our proficiency in managing the reconstruction of a collapsed retaining wall using shotcrete. From initial assessment and planning to precise execution and quality assurance, we showcased our exceptional capabilities in handling the project. Our commitment to delivering outstanding results and ensuring customer satisfaction makes us a trusted and reliable choice for construction endeavors.

Reference Projects

Westchester Elementary Creek Retaining Wall Build Out
\$180,000.00
Sergio Perez - sperez@csdecatur.net - 404-683-3919

Below are before, during and after of the wall.



Reference Projects

Interior Demolition and Renovation of Units at Woodridge and The Reserve Apartments \$2.5 Million

Edwin Ramos - edwin.ramos@sundancebay.com - 347-446-8908

Here's another testament to CGS's outstanding craftsmanship, showcased in their meticulous renovation of units at Woodridge Apartments and The Reserve Apartments. Focusing on unit upgrades, CGS revitalized the living spaces, demonstrating their commitment to excellence in every detail. Notably, Sundance Bay, the property owner, selected CGS for these transformative projects, underscoring the significant trust and confidence placed in CGS's renovation expertise. This example highlights CGS's ability to elevate and enhance residential spaces, solidifying their reputation as a trusted partner in delivering high-quality unit renovations for Sundance Bay.

Project Evaluation and Planning: Our process commenced with a thorough evaluation of the existing units at Woodridge Apartments and The Reserve Apartments. Our team assessed the conditions, identified areas for improvement, and determined the scope of work needed for the unit renovations. Collaborating closely with Sundance Bay, we developed a comprehensive plan aligned with their expectations, considering factors such as aesthetics, functionality, and compliance with local regulations.

Efficient Renovation Process: Our skilled team executed the renovation process with precision, utilizing appropriate equipment and techniques to efficiently upgrade the units. Prioritizing safety and minimizing disruptions to residents, our approach ensured a seamless transformation while daily operations continued without significant interruption.

Precise Installation and Craftsmanship: Leveraging our construction expertise, we focused on installation, paying attention to details such as grading, proper drainage, and structural stability. This ensured that the renovated units not only met but exceeded durability standards, creating a safe and aesthetically pleasing environment for residents.

Quality Materials and Expert Craftsmen: Our purchasing team sourced high-quality materials to guarantee durability and longevity in the renovated units. Our experienced craftsmen then applied their skills to achieve a high standard of workmanship and attention to detail, elevating the overall quality of the living spaces.

Diversification of Capabilities: Sundance Bay, impressed by our proficiency in unit renovations, expanded their trust to encompass a range of construction tasks. In addition to unit upgrades, CGS now undertakes projects such as roof replacements, demolition, and property reconstruction. Sundance Bay relies on CGS's extensive construction expertise, effective communication, and unwavering commitment to customer satisfaction.

Customer Satisfaction and Ongoing Partnership: CGS's diligent approach, commitment to excellence, and superior project execution resulted in high levels of customer satisfaction. Residents of Woodridge Apartments and The Reserve Apartments praised CGS for their professionalism, efficient work, and minimal disruption during the renovation process. Our ongoing partnership with Sundance Bay reflects the trust placed in CGS to consistently deliver exceptional results, making us a valued construction partner for property owners seeking reliable and high-quality unit renovations.

Reference Projects

Interior Demolition and Renovation of Units at Woodridge and The Reserve Apartments
\$450,000

Edwin Ramos - edwin.ramos@sundancebay.com - 347-446-8908



Reference Projects

IWQ 1-950 Demolition of Structures

\$29,250

John Mondl - john.mondl@gwinnettcountry.com - 770.822.7481

CGS undertook a notable project for Gwinnett County. The project involved the demolition and resodding of an existing building, showcasing CGS's capabilities in transforming the site into a vibrant and functional space. With a focus on safety, efficient execution, and customer satisfaction, CGS successfully completed the project. Now, let's move on to summarizing the project itself.

Project Assessment: CGS embarked on a comprehensive assessment of the existing building designated for demolition in Gwinnett County. They evaluated the structure's condition, identified potential hazards, and developed a plan to safely demolish and resod the site.

Demolition Execution: Our team then executed the demolition process with precision and adherence to strict safety protocols. They carefully dismantled the building, ensuring proper waste management and compliance with environmental regulations. CGS prioritized safety, minimized disturbances to the surrounding area, and completed the demolition efficiently.

Site Preparation: Following the demolition, we focused on site preparation for resodding. We conducted soil analysis and made necessary adjustments to ensure optimal conditions for the new sod installation. The team also addressed any grading or drainage concerns to facilitate healthy growth and longevity of the sod.

Sod Installation: CGS's skilled professionals installed the new sod, ensuring even coverage and proper establishment. They used high-quality sod and employed industry best practices to promote healthy growth, resulting in a vibrant and aesthetically pleasing landscape.

Collaboration and Compliance: CGS maintained close collaboration with Gwinnett County throughout the project, adhering to their specific requirements, regulations, and timelines. They facilitated necessary inspections and ensured full compliance with local codes and regulations governing demolition and landscaping activities.

Customer Satisfaction: Gwinnett County expressed satisfaction with CGS's professionalism, expertise, and efficient execution of the demolition and resodding project. CGS's commitment to delivering exceptional results and our ability to transform the site into a visually appealing and functional space garnered positive feedback from the county.

In summary, CGS demonstrated their expertise in demolishing and resodding an existing building for Gwinnett County. Our meticulous planning, efficient execution, and adherence to safety and compliance regulations ensured a successful project outcome. CGS's ability to deliver customer satisfaction through our professionalism and commitment to excellence positions them as a trusted partner for demolition and landscaping projects.

Reference Projects

IWQ 1-950 Demolition of Structures

\$29,250

John Mondl - john.mondl@gwinnettcountry.com - 770.822.7481

Below are during and after of the demolition.



Management Plan

CGS shall reasonably ensure that the Services and Work are performed that the Projects are constructed in a manner that meets the requirements of all applicable Laws relating to the design, construction, occupation, and operation of the Project, including, but not limited to, building codes, fire and safety regulations, and environmental regulations. Such Applicable Laws shall be deemed minimum standards for the Project.

CGS shall maintain a log of daily reports ("Daily Log") which shall identify daily weather conditions and any impact on the Work caused thereby, personnel on-site, all Subcontractors working each day and the number of employees of each on the project, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of the Project. Statement of work includes, but is not limited to:

- Site analysis and Mobilization Plan for each job site
- Management and execution of a Safety Plan
- CGS Work site Rules (following page)
- Prepare project schedule and monthly updates
- Provide necessary Insurance COI's
- Provide 100% Performance and Payment Bonds before Construction if required
- Suggest value engineering alternatives and incorporate same into the plan once approved
- Management and execution of all required permits
- Management and execution of all Construction Phase activities
- Management and implementation of the Post Construction Phase
- Execute fully the requirements and intent of the RFP

Our services include:

- Retaining Walls
- Stone and granite
- Masonry
- MEP's
- Gutters
- Mold Remediation
- Asbestos Removal
- Renovations
- Asphalt and Concrete
- Flooring
- Acoustical ceiling
- Waterproofing
- Structural Repairs
- Utility lines

Work Site Rule

CGS makes sure the client always first, by following job site rules

- All trades shall have a designated foreman or supervisor on the job site while they are working. The foreman or supervisor shall sign in daily at the job site and indicate how many workers are on the site
- All material deliveries shall be coordinated with the Design/Builder's on-site superintendent.
- All visitors to the job site shall check in with the Design/Builder's supervisor as soon as they come on the property.
- All individuals shall park personal and work vehicles in areas designated by the Design/Builder's superintendent.
- All individuals present at the job site shall comply with all applicable Federal, State, and local safety regulations. Hard hats shall be worn by all construction personnel and authorized visitors within the limits of Construction. Protective eyewear hearing protection, respirators, dust masks, and gloves shall be worn as needed.
- All individuals present at the job site shall comply with local noise and work hour regulations or ordinances.
- Hard-soled shoes shall be worn. Shirts are required. All workers shall dress appropriately for weather and work conditions.
- No smoking is permitted on or near the job site.
- No drugs or alcoholic beverages are allowed on the job site before, during, or after work hours.
- No pets associated with the Design/Builder or Subcontractors will be allowed at the job site.
- All workers shall use the chemical toilet provided by the CGS
- Profanity, offensive language, unprofessional behavior, and unkempt appearances will not be tolerated.
- Workers may eat on-site only in areas designated by the Design/Builder's superintendent. Food debris shall be disposed of in approved containers.
- All individuals shall treat other individuals present at the job site with respect and sensitivity to racial, cultural, and gender differences.
- Workers shall not communicate or associate with students, parents, or employees of the School District.
- All workers shall remain within the limits of Construction and shall not enter any of the Owner's other facilities.
- Trespassing on the adjacent property will not be tolerated.
- Everyone is responsible for protecting the Owner's property as well as the work of other trades. Any damage or installation conflicts shall be reported immediately to the Design/Builder's
- Radios shall not be used.
- The job site shall be kept tidy. All materials and tools shall be kept in a safe and orderly fashion. Clean up and remove your construction debris on a daily basis.
- Each trade is responsible for cleaning up after themselves.

E-Verify



Company ID Number: 1414547

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	CGS LLC
Company Facility Address	6040 Dawson Blvd Suite K Norcross, GA 30093
Company Alternate Address	6040 Dawson Blvd Suite K Norcross, GA 30093
County or Parish	GWINNETT
Employer Identification Number	364806618
North American Industry Classification Systems Code	236
Parent Company	CGS Investments LLC
Number of Employees	5 to 9
Number of Sites Verified for	1

Contractor of the Year



**MEET THE
BUILDING GEORGIA
AWARDS 2021
WINNERS**

ghca
BUILDING
GEORGIA

10th Annual
AWARDS
Gala

CONTRACTOR OF THE YEAR



JOAQUIN CONTRERAS

Minority Certification



THIS CERTIFIES THAT

CGS LLC

* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s) : 236220; 238170; 238130; 238160; 238190; 238910; 238990; 238140; 238310; 238340

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/06/2023

Issued Date

AT241525

Certificate Number

**Ying McGuire
NMSDC CEO and President**

Stacey Key, President and CEO

04/30/2024

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

List of our clients



DeKalb County
G E O R G I A



List of our clients



RFQ 23-05

Standby Skilled Trade Contractors



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:
www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm
(There is no conference scheduled for this procurement)

Questions must be directed to
City of Dunwoody via e-mail: purchasing@dunwoodyga.gov
Questions will only be accepted via email to ensure the same information is given to everyone. A
questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers
All spaced below are to be completed and the Proposal Letter on page two must be signed where
indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: CGS LLC

Contact Name: Joaquin Contreras

Address: 6040 Dawson Blvd Suite K Norcross, GA 3003

Telephone: 404-234-0248 Facsimile: _____

Email: info@cgscontractos.com

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

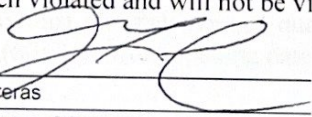
It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 11/28/2023
Print/Type Name Joaquin Contreras
Print/Type Company Name Here CGS LLC

such acceptance will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company CGS LLC

Name 

Authorized Signature

11/28/2023

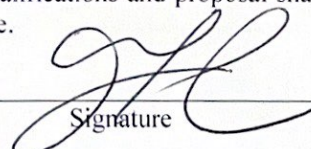
Name Joaquin Contreras

Print Name

Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation



11/28/2023

Signature

Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name CGS LLC

Federal Tax ID 36-4806618

Address 6040 Dawson Blvd Suite K Norcross, GA 3003

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature _____

Printed Name Joaquin Contreras

Telephone Number 404-234-0248 Fax Number _____

Email info@cgscontractors.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: City Schools of Decatur

ADDRESS: 125 Electric Ave

CONTACT PERSON: Sergio Perez

PHONE NO.: 404.683.3919

E-MAIL: sperez@csdecaturnet

2. COMPANY NAME: City Of Decatur

RFQ 23-05

Standby Skilled Trade Contractors

ADDRESS: 509 N McDonough St

CONTACT PERSON: Felix Floyd

PHONE NO.: 404-377-5571

E-MAIL: felix.floyd@decaturga.com

3. COMPANY NAME: City of Norcross

ADDRESS: 65 Larenceville St NW

CONTACT PERSON: John Davis

PHONE NO: 678-421-2069

E-MAIL: jdavis@norcrossga.net

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: **November 30, 2023, 2:00 pm**
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:
www.dunwoodyga.gov
Deadline for Questions: November 15, 2023, 5:00pm
(There is no conference scheduled for this procurement)

Questions must be directed to
City of Dunwoody via e-mail: purchasing@dunwoodyga.gov
Questions will only be accepted via email to ensure the same information is given to everyone. A
questions addendum will be issued shortly after the deadline and posted on the City’s Purchasing Page.

Instructions to Proposers
All spaced below are to be completed and the Proposal Letter on page two must be signed where
indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: LMI Systems, LLC

Contact Name: Joey Goodwin

Address: 4680 N Royal Atlanta Drive Tucker, Ga 30084

Telephone: 678-578-2125 Facsimile: 770-696-2612

Email: servicedept@lmi-sys.com

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.


Authorized Signature  Date 11-20-23
Print/Type Name Joey Goodwin
Print/Type Company Name Here LMI Systems, LLC

TABLE OF CONTENTS

<u>Topic</u>	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Qualifications	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Qualifications	3.2
Submission of Qualifications	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFQ Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

APPENDICES:

Sample Contract Agreement

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select qualified contractors from the trades for standby services as required in City facilities. Bidders shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be for a multi-year period beginning approximately January 1, 2024, through December 31, 2024. The initial term of this Agreement shall be through December 31, 2024. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on December 31, 2026.

1.2 Basic Guidelines for This Request for Qualifications

Competitive sealed Qualifications shall be submitted in response hereto. All Qualifications submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Purchasing Policy, these instructions, and specifications.

Qualifications shall be presented in a sealed opaque envelope with the bid number and name RFQ 23-05 Standby Skilled Trade Contractors clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of two (2) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive.

The Qualifications shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFQ). Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all Qualifications submitted in response to this request.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, and loan, offer of employment or other services or property of value in connection with this RFQ. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. **All questions concerning this RFQ must be submitted in writing to purchasing at purchasing@dunwoodyga.gov no later than November 15, 2023, 5:00 pm. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.**

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Dunwoody has established certain requirements with respect to Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The trades for standby services include:

1. Carpenter/general construction
2. Sheetrock installation and repair
3. Interior finish work
4. Interior demolition
5. Debris disposal
6. Electricians
7. Fire protection specialists
8. Painter, interior, exterior
9. HVAC, installation, repair, replacement, preventive maintenance
10. Rain gutters-cleaning gutter cover installation and replacement/repair
11. Window cleaning

12. Window repair and replacement
13. Plumber
14. Flooring installation, including but not limited to carpet, tile, lvt
15. Floor Refinishing (stripping, waxing of tile, refinishing hardwood, scrubbing ceramic tile)
16. Door hardware specialist capable of creating key schedules
17. Low Voltage (Data, Voice, Security, etc.).
18. Road and Parking Lot Striping
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
23. Landscaping, Landscape Construction, Sod Installation, Arboriculture/ Tree Protection
24. Turfplanting
25. Pest Control (rodent, insect, termite etc.)
26. Masonry,
27. Playground inspector
28. Playground repair
29. Siding installation, repair and replacement
30. Commercial pool, repair, replacement, preventive maintenance
31. Welding, metal fabrication.
32. Sielox Access Controls Specialist
33. Splash pad preventative maintenance, repair, replacement
34. water feature (stream, fountain, pond, etc.) preventative maintenance, repair, replacement
35. Pour n play playground surface installation and resurfacing/ resealing
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
40. Sign fabrication and installation
41. Artificial turf installation, repair, and replacement
42. Sports netting fabrication and installation (for baseball fields, soccer backstops, etc.)
43. Sports windscreen fabrication and installation (for baseball fields, tennis courts, etc.)
44. Skate Park construction, refinishing, renovation
45. Septic tank pumping, preventative maintenance, repair, renovation, replacement
46. Grease trap pumping, preventative maintenance, repair, renovation, replacement
47. Backflow testing, repair, replacement
48. Surface and building pressure wash cleaning
49. Sand/ media blasting
50. Elevator preventative maintenance, repair
51. Carpet cleaning

Bidders are requested to submit qualifications, references, and rates for the purpose of being awarded a standby contract for their respective trade. As projects arise, the project manager will contact the highest rated proposal in each required trade for contractor commitment to the project and timeline. If the highest rated proposal in a given trade is unable to commit to the project and timeline, then the next highest rate proposal in that trade is contacted until the project has full commitments by contractors in all trades required.

At project initiation, each contractor shall be apprised of the project requirements and be required to submit a list of materials and quantities needed to the project manager. When able, the City will provide all the construction and renovation materials and supplies as submitted and agreed upon. When unable the City will rely on the trade contractor to provide the construction and renovation materials and supplies as submitted and agreed upon. Each contractor shall be responsible for providing all necessary tools, equipment, safety gear and signage, labor, and insurance for his respective trade for each project. Contractor shall also coordinate with the project manager as to the appropriate number and type of personnel required, number of estimated hours anticipated and a timeline for his project assignment.

The project manager shall instruct contractors to minimize noise and to limit disruption of City employees' work at the site, as well as to building access, usage of passenger elevators, use of parking lots and loading dock areas, and proper attire and actions. Offending persons will be dismissed immediately from the site and project.

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

The City will waive any permitting fees required, but it is the contractor's responsibility to acquire them as needed.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Requested Proposal Format/Presentation

In order to secure information in a form which will ensure that Qualifications can be properly evaluated, you are asked to submit your proposal in the format listed below.

To be qualified in your respective trade, your company must have been in business for a minimum of ten (5) years. The supervisor assigned to the contract must have been working at his trade for a minimum of five (3) years and laborers for at least two (1) years.

The Contractor shall submit WITH THE BID the following information supporting their qualifications:

1. Indicate the construction or renovation trade for standby services for which the Statement of Qualifications pertain. See Section 2.2 for trades list. Listing a trade not on the list shall be cause for rejection of the SOQ.
2. Copy of business license and proof of being in business at least ten (5) years.
3. Name and telephone number of the Contractor's designated contact.
4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) laborer or technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.
5. A reference list of three (3) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.
6. Salary Rate Schedule for industry-trained and certified supervisors and laborers. Include regular or standard rates, for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. These rates shall be the determinant factor in ranking qualified firms. Also, provide premium or overtime rates for the hours outside of regular or standard. Note: Most work will be attempted to be accomplished during regular working hours.
7. A list of equipment and hourly rates for individual trades not provided under the general labor costs.
8. Percentage mark-up, above cost, for construction and renovation materials and supplies when required to provide when the City is unable.
9. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

STATEMENT SUBMISSION AND EVALUATION

Economy of Presentation:

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about January 1, 2024. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company LMI Systems, LLC

Name *Joey Goodwin*
Authorized Signature

Name Joey Goodwin 11-20-23
Print Name Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation *Joey Goodwin* 11-20-23
Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name LMI Systems, LLC

Federal Tax ID 58-2042526

Address 4680 N Royal Atlanta Dr Tucker, Ga 30084

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature _____

Printed Name Joey Goodwin

Telephone Number 678-578-2125 Fax Number 770-696-2612

Email servicedept@lmi-sys.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: City of Brookhaven

ADDRESS: 4362 Peachtree Rd Brookhaven, Ga 30319

CONTACT PERSON: Alan Marks

PHONE NO.: 470-449-3514

E-MAIL: alan.marks@brookhavenga.gov

2. COMPANY NAME: City of Roswell

ADDRESS: 38 Hill St Suite G-65 Roswell, Ga 30075

CONTACT PERSON: Tim Thompson

PHONE NO.: 678-794-5576

E-MAIL: tthompson@roswellgov.com

3. COMPANY NAME: Gwinnett County Parks & Recreation

ADDRESS: 352 Hosea Rd Lawrenceville, Ga 30046

CONTACT PERSON: Jim Register

PHONE NO: 678-277-0943

E-MAIL: james.register@gwinnettcountry.com

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody’s website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Dunwoody that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Qualifications are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Qualifications.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Qualifications and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Qualifications unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

SAMPLE CONTRACT AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Dunwoody, (Party of the First Part, hereinafter called the "City"), and _____ (Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence on_____. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2026.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the Contract documents:

- Exhibit A: General Conditions
- Exhibit B: Scope of Services
- Exhibit C: Fee
- Exhibit D: Response to RFQ 23-05
- Exhibit E: Request for Statement of Qualifications, RFQ 23-05
- Exhibit F: Contractor’s Affidavit and Agreement
- Exhibit G: Drug Free Workplace
- Exhibit H: Purchasing Policy Addendum

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the “work”).

4. PRICE:

The Service Provider agrees to charge the amount reflected in Exhibit A.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. ---General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without

prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Dunwoody, GEORGIA

By: _____

Mayor
City of Dunwoody, Georgia

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

Exhibit A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Dunwoody's Financial Management and Purchasing Policies.

3. [INTENTIONALLY OMITTED]

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of

the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 [INTENTIONALLY OMITTED]
- 4.10 [INTENTIONALLY OMITTED]
5. **TOOLS AND EQUIPMENT**
It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Dunwoody regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all

products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Service Provider shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Service Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 10.2 The City shall pay the Service Provider the price as set forth within 30 days after completion of the services for the previous month, or 30 days after the City's receipt of the invoice for the month, whichever is later. The Service Provider shall invoice the City for the implementation services that

were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.

- 10.3 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 10.4 The Service Provider shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.5 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 10.6 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Service Provider hereunder.
- 10.7 The Service Provider shall submit all invoices to: City of Dunwoody, GA, Accounts Payable; 4800 Ashford Dunwoody Road, Dunwoody, GA 30338.
- 10.8 The Service Provider will agree to comply with the City of Dunwoody's Financial Policies and Purchasing Policy, to the extent applicable.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

- 11.4 **Compliance with Sex Offender Laws.** Contractor acknowledges that pursuant to state law, any person listed on the Georgia Sexual Offender Registry maintained by the Georgia Bureau of Investigation (the "Registry") is prohibited from being within 1,000 feet of school property. Contractor further acknowledges and represents that any and all contractors, subcontractors, sub-subcontractors or others performing any work (or any portion thereof) on behalf of Contractor hereunder shall be obligated pursuant to their respective contracts with Contractor to comply with all relevant laws, rules and regulations, including without limitation, the aforementioned state law, in the performance of the work, and to ensure compliance by any and all of its subcontractors with, the relevant sex offender laws now or hereinafter in effect in the State of Georgia.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the City or the Service Provider by any other federal, state, or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interests, and to

reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation, or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the

work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

13.7 Insurance

13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

- 13.7.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.
- 13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.
- 13.7.4 Health Insurance. Not applicable.
- 13.7.5 Garage Liability Insurance. Not applicable.
- 13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.7 Crime Coverage. Not applicable.
- 13.7.8 Pollution Liability Insurance. Not applicable.
- 13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.
- 13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider's execution of the Contract. The Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's

self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 14.1 A surety Bond/Letter of Credit is not required for this Contract.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions, or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. [INTENTIONALLY DELETED].

17. DEFAULT AND TERMINATION

17.1 In the event that:

- 17.1.1 the Service Provider shall fail to keep, perform, or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2 the Service Provider shall fail to keep, perform, or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall

in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3 Bankruptcy and Liquidation - In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the

City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- 20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
 ATTN: City Manager
 4800 Ashford Dunwoody Road
 Dunwoody, GA 30338

Service Provider

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

- 21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:
- 21.1.1 Compliance with Regulations. The Service Provider shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
 - 21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.
 - 21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - 21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
 - 21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
 - 21.1.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.
 - 21.1.6 Incorporation of Provisions. The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of

materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

- 21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Proposal Forms, and (vi) the Request.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged

therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this

Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions

of the Service Provider and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or a third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination, or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, including the content of any

specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

* * * * * END OF GENERAL CONDITIONS * * * * *

SAMPLE

Solicitation No. _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating 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.

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

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

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 _____, 2023

Notary Public

My Commission Expires: _____

As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" 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).



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:
www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm
(There is no conference scheduled for this procurement)

Questions must be directed to

City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City’s Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: Lichy Commercial Construction, Inc.

Contact Name: Jeff Hackney

Address: 3445 Buffington Center, Atlanta, GA 30349

Telephone: 770-231-6500 Facsimile: _____

Email: jhackney@lichtycommercial.com

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

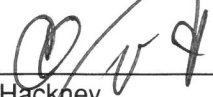
Authorized Signature  Date 11/28/23
Print/Type Name Jeff Hackney
Print/Type Company Name Here Lichty Commercial Construction, Inc.

TABLE OF CONTENTS

<u>Topic</u>	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Qualifications	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Qualifications	3.2
Submission of Qualifications	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFQ Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

APPENDICES:

Sample Contract Agreement

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select qualified contractors from the trades for standby services as required in City facilities. Bidders shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be for a multi-year period beginning approximately **January 1, 2024**, through **December 31, 2024**. The initial term of this Agreement shall be through **December 31, 2024**. This Agreement shall terminate absolutely and without further obligation on the part of the City on **December 31** of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on **December 31, 2026**.

1.2 Basic Guidelines for This Request for Qualifications

Competitive sealed Qualifications shall be submitted in response hereto. All Qualifications submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Purchasing Policy, these instructions, and specifications.

Qualifications shall be presented in a sealed opaque envelope with the bid number and name RFQ 23-05 Standby Skilled Trade Contractors clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of two (2) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive.

The Qualifications shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFQ). Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all Qualifications submitted in response to this request.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, and loan, offer of employment or other services or property of value in connection with this RFQ. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. **All questions concerning this RFQ must be submitted in writing to purchasing at purchasing@dunwoodyga.gov no later than November 15, 2023, 5:00 pm. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.**

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Dunwoody has established certain requirements with respect to Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The trades for standby services include:

1. Carpenter/general construction
2. Sheetrock installation and repair
3. Interior finish work
4. Interior demolition
5. Debris disposal
6. Electricians
7. Fire protection specialists
8. Painter, interior, exterior
9. HVAC, installation, repair, replacement, preventive maintenance
10. Rain gutters-cleaning gutter cover installation and replacement/repair
11. Window cleaning

12. Window repair and replacement
13. Plumber
14. Flooring installation, including but not limited to carpet, tile, lvt
15. Floor Refinishing (stripping, waxing of tile, refinishing hardwood, scrubbing ceramic tile)
16. Door hardware specialist capable of creating key schedules
17. Low Voltage (Data, Voice, Security, etc.).
18. Road and Parking Lot Striping
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
23. Landscaping, Landscape Construction, Sod Installation, Arboriculture/ Tree Protection
24. Turfplanting
25. Pest Control (rodent, insect, termite etc.)
26. Masonry,
27. Playground inspector
28. Playground repair
29. Siding installation, repair and replacement
30. Commercial pool, repair, replacement, preventive maintenance
31. Welding, metal fabrication.
32. Sielox Access Controls Specialist
33. Splash pad preventative maintenance, repair, replacement
34. water feature (stream, fountain, pond, etc.) preventative maintenance, repair, replacement
35. Pour n play playground surface installation and resurfacing/ resealing
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
40. Sign fabrication and installation
41. Artificial turf installation, repair, and replacement
42. Sports netting fabrication and installation (for baseball fields, soccer backstops, etc.)
43. Sports windscreen fabrication and installation (for baseball fields, tennis courts, etc.)
44. Skate Park construction, refinishing, renovation
45. Septic tank pumping, preventative maintenance, repair, renovation, replacement
46. Grease trap pumping, preventative maintenance, repair, renovation, replacement
47. Backflow testing, repair, replacement
48. Surface and building pressure wash cleaning
49. Sand/ media blasting
50. Elevator preventative maintenance, repair
51. Carpet cleaning

Bidders are requested to submit qualifications, references, and rates for the purpose of being awarded a standby contract for their respective trade. As projects arise, the project manager will contact the highest rated proposal in each required trade for contractor commitment to the project and timeline. If the highest rated proposal in a given trade is unable to commit to the project and timeline, then the next highest rate proposal in that trade is contacted until the project has full commitments by contractors in all trades required.

At project initiation, each contractor shall be apprised of the project requirements and be required to submit a list of materials and quantities needed to the project manager. When able, the City will provide all the construction and renovation materials and supplies as submitted and agreed upon. When unable the City will rely on the trade contractor to provide the construction and renovation materials and supplies as submitted and agreed upon. Each contractor shall be responsible for providing all necessary tools, equipment, safety gear and signage, labor, and insurance for his respective trade for each project. Contractor shall also coordinate with the project manager as to the appropriate number and type of personnel required, number of estimated hours anticipated and a timeline for his project assignment.

The project manager shall instruct contractors to minimize noise and to limit disruption of City employees' work at the site, as well as to building access, usage of passenger elevators, use of parking lots and loading dock areas, and proper attire and actions. Offending persons will be dismissed immediately from the site and project.

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

The City will waive any permitting fees required, but it is the contractor's responsibility to acquire them as needed.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Requested Proposal Format/Presentation

In order to secure information in a form which will ensure that Qualifications can be properly evaluated, you are asked to submit your proposal in the format listed below.

To be qualified in your respective trade, your company must have been in business for a minimum of ten (5) years. The supervisor assigned to the contract must have been working at his trade for a minimum of five (3) years and laborers for at least two (1) years.

The Contractor shall submit WITH THE BID the following information supporting their qualifications:

1. Indicate the construction or renovation trade for standby services for which the Statement of Qualifications pertain. See Section 2.2 for trades list. Listing a trade not on the list shall be cause for rejection of the SOQ.
2. Copy of business license and proof of being in business at least ten (5) years.
3. Name and telephone number of the Contractor's designated contact.
4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) laborer or technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.
5. A reference list of three (3) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.
6. Salary Rate Schedule for industry-trained and certified supervisors and laborers. Include regular or standard rates, for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. These rates shall be the determinant factor in ranking qualified firms. Also, provide premium or overtime rates for the hours outside of regular or standard. Note: Most work will be attempted to be accomplished during regular working hours.
7. A list of equipment and hourly rates for individual trades not provided under the general labor costs.
8. Percentage mark-up, above cost, for construction and renovation materials and supplies when required to provide when the City is unable.
9. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

STATEMENT SUBMISSION AND EVALUATION

Economy of Presentation:

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about **January 1, 2024**. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company Lichty Commercial Construction, Inc.

Name 
Authorized Signature

Name Jeff Hackney Date 11/28/23
Print Name

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation  11/28/23
Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name Lichy Commercial Construction, Inc.

Federal Tax ID 02-0596589

Address 3445 Buffington Center, Atlanta, GA 30349

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature 

Printed Name Jeff Hackney

Telephone Number 770-231-6500 Fax Number _____

Email jhackney@lichtycommercial.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: City of Atlanta

ADDRESS: 55 Trinity Ave., SW, Atlanta, GA 30303

CONTACT PERSON: Keith Hicks

PHONE NO.: 404-546-6865

E-MAIL: kjhicks@atlantaga.gov

2. COMPANY NAME: The Gordian Group (Sourcewell)

ADDRESS: 30 Patewood Dr., Bldg 2, Ste 350, Greenville, SC 29615

CONTACT PERSON: Nate Tillman

PHONE NO.: 404-519-4164

E-MAIL: n.tillman@gordian.com

3. COMPANY NAME: DeKalb County Fire & Rescue

ADDRESS: 1950 West Exchange Place, Tucker, GA 30084

CONTACT PERSON: Brad Diodati

PHONE NO: 404-587-6418

E-MAIL: bsdiodati@dekalbcountyga.gov

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Dunwoody that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Qualifications are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Qualifications.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Qualifications and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Qualifications unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).



Built On A Solid Foundation

Monday, November 27, 2023

Dear Purchasing:

Thank-you for the opportunity to bid this important project. Lichty Commercial Construction Inc. has been in business since April 2002. During this time, we have completed many municipal projects, which is one of our core competencies, to include task order projects like this one.

We would be a great partner with you on this project. Our dedication to quality, schedule and budget is what sets us apart from other General Contractors. We have a very knowledgeable staff of Project Executives, Project Managers, Pre-Construction Specialists, Superintendents, Assistant Project Manager, and Administrative Support Staff. We are intimately involved in every project from conception to completion. We pride ourselves on communication, honesty, transparency, and true dedication and commitment to our clients.

Included in this packet is our capability statement, resumes of key personnel, and a list of references.

Below you will find my contact information and contact information of our President.

Please feel free to reach out to us with any questions you may have.

Best Regards,

Josh Cauthen
Director of Pre-Construction
(706) 331-9226
jcauthen@lichtycommercial.com

Jeff Hackney
President
(770) 231-6500
jhackney@lichtycommercial.com



Built On A Solid Foundation

Corporate Information and Construction Trade Services

- A) **Firm's Name:** Lichty Commercial Construction, Inc.
Type of legal entity: Corporation
State of formation: Georgia
Current address:
 3445 Buffington Center
 Atlanta, GA 30349
Fax number: None
State of Georgia General Contractor license: GCO002517
- B) **Trade for standby services:** Carpenter/general construction
- C) **Number of employees:**
 Full-time: 9
 Part-time: 1
- D) **Officers:**
 Jeff Hackney, President; 3445 Buffington Center, Atlanta, GA 30349
 770-231-6500 jhackney@lichtycommercial.com
 Danyse Bourgeois, CFO; 3445 Buffington Center, Atlanta, GA 30349
 678-618-7034 dlb@lichtycommercial.com
 Josh Cauthen, Secretary; 3445 Buffington Center, Atlanta, GA 30349; 706-331-9226 jcauthen@lichtycommercial.com
- E) **Business License:** City of South Fulton
- F) **Years in Business:** 21 years, see attached Secretary of State documentation
- G) **Designated Contact Person:** Josh Cauthen, 706-331-9226,
jcauthen@lichtycommercial.com
- H) **Industry Trained Personnel:**
Chief Executive Officer: Jeff Hackney (23 years) see attached resume
Director of Pre-Construction: Josh Cauthen (15+ years) see attached resume
Project Managers: Eberardo Pacheco (5 years) and Matt Ellis (4 years) see attached resumes
Senior Superintendent: Clarence Upright (25+ years) see attached resume
Field Supervisor: Melvin Williams (8 years) see attached resume

3445 Buffington Center ♦ Atlanta, GA 30349
 Phone (678) 732-9221



Built On A Solid Foundation

General Labor: Arthur Tiggs (10+ years), Tony Luckey (9 years), and Dedrevious Crumbley (6 years). All three assist the field supervisor with framing, concrete, minor grading, painting, and miscellaneous repairs.

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331



License Id:	2023.02.0159	Issued Date:	2/2/2023
Effective Date:	01/01/2023	Expiration Date:	12/31/2023
License Type:	Commercial and Institutional Building Construction		

Business Name: LICHTY COMMERCIAL CONSTRUCTION INC
Business Location: 3445 Buffington Center, South Fulton, GA 30349

Lichty Commercial Construction, Inc.

DANYSE BOURGEOIS
3445 Buffington Center
ATLANTA, Georgia, 30349

2023

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **LICHTY COMMERCIAL CONSTRUCTION, INC.** Control Number: **0220557**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **3445 Buffington Center, Atlanta, GA, 30349, USA** Date of Formation / Registration Date: **4/17/2002**

State of Formation: **Georgia** Last Annual Registration Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Jeffrey Hackney**

Physical Address: **3445 Buffington Center, Atlanta, GA, 30349, USA**

County: **Fulton**

OFFICER INFORMATION


Name	Title	Business Address
Danyse Bourgeois	CFO	3445 Buffington Center, Atlanta, GA, 30349, USA
Jeffrey Hackney	CEO	3445 Buffington Center, Atlanta, GA, 30349, USA
Joshua Cauthen	Secretary	3445 Buffington Center, Atlanta, GA, 30349, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Licensing Board for Residential and General Contractors
 LICENSE NO. **GCCO002517**
 Lichy Commercial Construction, Inc.

3445 Buffington Center
 Atlanta GA 30349

Qualifying Agent: Jeffrey Owen Hackney
 Qualifying Agent License NO: GCQA002531
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 09/28/2009

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.ga.gov/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: (404) 424-9966
www.sos.ga.gov/plb

Lichy Commercial Construction, Inc.
 3445 Buffington Center
 Atlanta GA 30349




STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia State Licensing Board for Residential and General Contractors
 License No. **GCCO002517**
 Lichy Commercial Construction, Inc.

3445 Buffington Center
 Atlanta GA 30349

Qualifying Agent: Jeffrey Owen Hackney
 Qualifying Agent License NO: GCQA002531
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 09/28/2009



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Licensing Board for Residential and General Contractors
 LICENSE NO. GCQA002531
 Jeffrey Owen Hackney
 3445 Buffington Center
 Atlanta GA 30349

Company Name: Lichty Commercial Construction, Inc.
 Company License NO: GCCO002517
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 09/28/2009

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.ga.gov/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: (404) 424-9966
www.sos.ga.gov/plb

Jeffrey Owen Hackney
 2720 Hunting Hill Lane
 Decatur GA 30033



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia State Licensing Board for Residential and General Contractors
 License No. GCQA002531
 Jeffrey Owen Hackney
 3445 Buffington Center
 Atlanta GA 30349

Company Name: Lichty Commercial Construction, Inc.
 Company License NO: GCCO002517
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 09/28/2009

CAPABILITY STATEMENT



Built On A Solid Foundation

Differentiators

- In business for 20+ years
- Staff with combined 120+ years of experience in General Commercial Contracting
- Ability to Bond \$10 million single project/\$20 million aggregate
- Licensed General Contractor
- Fully Insured

Company Data

NAICS Codes:

- 236220-Commercial & Institutional Building Construction
- 38110-Poured Concrete Foundation & Structure Contractors
- 38910-Site Preparation Contractors
- 38990-All Other Specialty Trade Contractors

Cage #5YJM2
DUNS #96-188-0163



COMPANY SUMMARY

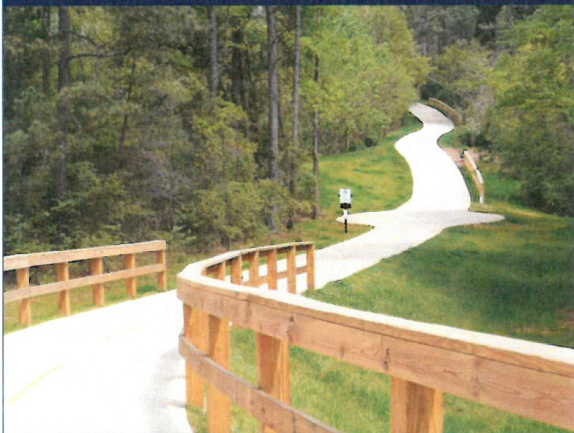
Lichty Commercial Construction, Inc. (LCCI) has been locally owned and operated since 2002. LCCI has a rich history of working with many of the municipalities in the metro-Atlanta area and several private clients. Our goal is to support each project and meet the mission requirements at every stage from inception through closeout and final ac-

CORE COMPETENCIES

- Ground-up Commercial Buildings
- Renovations
- Remodeling
- ADA Compliance Upgrades
- Sidewalk Repairs and Installation
- Park Renovations and Improvements

PAST PERFORMANCE

- City of Atlanta Construction Services—Task Order projects for various ADA improvements at the City’s parks and recreation centers.
- City of Stockbridge—Renovations of an old police precinct, updating, and adding office space
- DeKalb County—Construct two new fire stations, renovation and maintenance repairs to multiple other fire stations
- DeKalb County—Park up grades
- Clayton County—Construct a new IT Center
- Henry County—New gymnasium for Stockbridge High School
- Private Clients—Tower Wine & Spirits, Atlanta Speech School, and Decatur Christian Towers



Experience

The first point of contact for each project is Jeff Hackney, President. Jeff started with Lichty Commercial Construction, Inc. (LCCI) as a Site Superintendent in 2004 and was subsequently promoted to Project Manager, Operations Manager, and now Chief Operating Officer. Jeff has supervised millions of dollars worth of projects from small ADA renovations to large green-field new construction. He also has experience overseeing CBDG federally funded projects completed including: The Alpharetta Adult Recreation Center, Coan Recreation Center for the City of Atlanta, and the construction/renovation to Fire Stations #3 & #10 in DeKalb County. Jeff is currently managing all operational aspects of the company including business development, field production, and economic growth.



JEFFREY HACKNEY

President /
Chief Operating Executive

Knowledge & Qualifications

AutoCAD, Fortran, Microsoft Office,
Microsoft Project, Primavera,
Timberline, Viewpoint

General Contractor Qualified Agent
Georgia No. GCCO002517

- Douglas County Annex
- Gwinnett Voter Registration
- Gwinnett Correctional Facility Floor
- Johnson Park Gymnasium Addition in Rockdale County
- Stockbridge High School
- Middle Oconee Wastewater Reclamation Facility Maintenance Shop
- Lilburn Pavilion
- Tower Package - New Offices
- Head Start Conyers
- Five Forks Library Gwinnett County
- Dekalb County FS #3 and #7
- City of Atlanta Task Order Projects
- Gwinnett County Sensory Treehouse

Education

- Georgia Institute of Technology
December 2000, BSCE, Civil Engineering, Georgia Institute of Technology
- August 2002, MSCE, Civil Engineering (Construction Engineering and Management), Georgia Institute of Technology
- Georgia Institute of Technology Construction Engineering and Management Fellowship recipient
- Graduate Research Assistantship recipient



Built On A Solid Foundation

Experience

Josh Cauthen, Director of Pre-Construction, is a licensed General Contractor and Engineer in Training formerly employed by Jacobs Engineering and Applied Technical Services. He handles the estimating for the project from pre-bid meetings to subcontractor negotiated pricing, and proposal compilation. He worked as a project manager for Lichy for 5 years prior to taking this position. As a project manager he handled the management of a project from start to finish including all performance and documentation requirements. Other pertinent duties are subcontractor buyouts, facilitating meetings between required personnel (Subcontractors, Architects, and Owners), conflict resolution, and budget management. Josh has managed several important projects for Lichy Commercial including the Chamblee First United Methodist Church, IT Renovation for DeKalb County, Folk Art Park, and Woodward Elementary School. Early in his career, as a carpenter's helper, Josh prepared building layouts, assisted in pouring concrete and framing for multi-family projects.

- Clayton County IT
- Riverdale Fire Station #2
- Osborne High School Stadium Renovation
- Douglas County Annex
- Chamblee First United Methodist Church
- Pizzeria Lucca
- Dekalb IT
- Middle Oconee Wastewater Reclamation Facility Maintenance Shop
- Johnson Park Gymnasium Addition in Rockdale County
- Lilburn Pavilion
- Tower Package - New Offices
- Head Start Conyers
- Five Forks Library Gwinnett County
- Dekalb County FS #3 and #7
- City of Atlanta Task Order Projects



JOSH CAUTHEN

Director of Pre-Construction

Knowledge & Qualifications

Microsoft office, Auto CAD, Primavera, Risa-3D, Viewpoint, Revit, Adobe

Engineer in Training,
Georgia No. 023322,

2007 General Contractor Qualified
Agent, Georgia No. GCQA005234



Built On A Solid Foundation



EBERARDO PACHECO

Project Manager

Knowledge & Qualifications

Excel, Outlook, MS Word, and
Bluebeam
Qualified OSHA 30



Built On A Solid Foundation

Experience

Eberardo Pacheco, Project Manager, is a graduate from GA State with a degree in accounting. He started in February 2018 as an office clerk and has quickly grown in his knowledge and skills in construction. He spent a year and a half in a dual role of administrative assistant and assistant project manager. During his time as an assistant project manager, he proved that he could take on more responsibility. He learned quickly and now runs his own projects as the project manager.

- Georgia Tech Lyman Hall
- Georgia Tech CRC PA System Upgrade
- Songs for Kids
- Georgia Tech Global Learning Center
- Snellville City Hall
- Douglas County Annex
- Griffin Region College and Career Academy
- Gwinnett Voter Registration
- Clayton County IT
- Stockbridge High School
- Gwinnett Correctional Facility Floor
- Middle Oconee Wastewater Reclamation Facility Maintenance Shop
- City of Atlanta Task Order Projects
- Powder Springs Senior Center
- Forsyth Magistrate Court Projects
- Lilburn IT Renovation
- Newnan FS #2 Remodel
- Dekalb County FS #17 Bathroom Renovation
- Gwinnett Pavilions

Experience

Matt Ellis is a Project Manager with a degree from Kennesaw State and Southern Polytechnic. Prior to working for Lichy, Matt worked for large commercial contractors growing his knowledge and skill. He has worked as an architectural designer, project coordinator, assistant project manager, and a project manager. As a project manager for Lichy, he handles the management of a project from start to finish including all performance and documentation requirements. Other pertinent duties are subcontractor buyouts, facilitating meetings between required personnel (Subcontractors, Architects, and Owners), conflict resolution, and budget management.

Architectural Designer - CAD drawings & submittal review; projects included:

- Caliber Car Wash - multiple locations
- La-Z-Boy furniture Galleries
- Classic Collision
- Julio Jones Mazda Renovation
- Jim Ellis University Renovation & Addition

Prior to working for Lichy, Project Manager for hotel construction

- Tru by Hilton
- Springhill Suites by Marriott
- Marriott Ballroom

Lichy Commercial Projects

- Lilburn Pavilion
- Five Forks Library Gwinnett County
- Head Start Conyers
- DeKalb FS #7
- Gwinnett County Sensory Treehouse
- Stockbridge Police Precinct



**MATT
ELLIS**

Project Manager

Knowledge & Qualifications

GSWCC - Level IA Erosion Blue Card

Excel, Outlook, MS Word, Bluebeam, Primavera P6, MS Project, Onscreen Takeoff, Plan Swift, AutoCAD



Built On A Solid Foundation

Experience

Clarence Upright is a Senior Superintendent who has worked in residential and commercial construction over 25 years. He also has 40-hour OSHA certification, 10-hour certification for Accident Investigation, CPR and is First Aid certified. In addition, he is Trenching and Excavation, Scaffold and Fall Protection Trained. Clarence is also GSWCC Level IA certified personnel who is proficient in Pro Core. He's an on-site field administration/supervision and technical management including direct supervision of Lichty personnel, subcontractors, and other construction related personnel. He plays a key role in the planning, coordination and execution of work on time and within the budget set forth by the Project Manager.

- Stockbridge HS Gymnasium
- DeKalb County FS#7
- Renovation of The Grand Opera House -2017/2018 - \$2.5 million - Renovation - Macon, GA
- Progressive College Living - 2016/2017 - \$2.5 million - Ground up - Macon, GA
- Promise Center for BCBOE - 2017/2018 - \$7.2 million - Renovation - Marietta, GA
- Family Center at Fort Valley State University 2014/2016 - \$5 million - Ground up - Fort Valley, GA
- Gym Addition at Miller Middle School - 2016 - \$4.2 million - Ground up - Macon, GA



CLARENCE UPRIGHT

Senior Superintendent

Knowledge & Qualifications

Microsoft Office, OSHA certificate
First Aid certified, GSWCC Level IA
certified and Pro Core certified



Built On A Solid Foundation

Experience



**MELVIN
WILLIAMS**

Field Supervisor

Melvin Williams, Superintendent, is a degreed Civil Engineer who has worked in residential construction designing plumbing and sub-pump systems, home additions and wood decks. He also has knowledge calculating building footer requirements and runoff volumes for detention ponds. Currently Melvin oversees the daily construction activities on several work sites and is responsible for on-site field administration/supervision and technical management including direct supervision of Lichy personnel, subcontractors, and other construction related personnel. He plays a key role in the planning, coordination and execution of work on time and within the budget set forth by the Project Manager.

Knowledge & Qualifications

Microsoft Office, Hydro-Cad, Auto-Cad, SAP-2000, RAM Concept.

American Society of Engineers, Society of Black Engineers

- Clayton County IT
- Riverdale Fire Station #2
- Osborne High School Stadium Renovation
- Douglas County Annex
- Chamblee First United Methodist Church
- Pizzeria Lucca
- Dekalb IT
- City of Atlanta Task Order Projects
- Johnson Park Gymnasium Addition in Rockdale County
- Gwinnett Correctional Facility Floor
- Powder Springs Senior Center
- Forsyth Magistrate Court Projects
- Lilburn IT Renovation
- Newnan FS #2 Remodel
- Dekalb County FS #17 Bathroom Renovation



Built On A Solid Foundation



Current & Completed Projects

Owner	Project Name & Location	Value of Contract	Projected End Date	Project Description	Owner Reference
City Of Atlanta; 55 Trinity Ave., SW, Atlanta, GA 30303	City of Atlanta Construction Services under \$250K (ongoing task order); City of Atlanta Parks	Task Order Contracts ranging from \$5,000 - \$2 Mil	Dec-25	Task orders work for various ADA improvements at the City's parks and recreation centers. Scopes of work include interior & restroom modifications, concrete ramp additions, sidewalk repair & installation; storm water repairs; parking lots	Keith Hicks (PM) 404-546-6865, kjhicks@atlantaga.gov
The Gordian Group (Sourcewell); 30 Patewood Dr., Bldg 2, Ste 350, Greenville, SC 29615	State Task Order	Task Order Contracts ranging from \$5,000 - \$2 Mil	Apr-24	State Procurement Contract for Municipalities	Nate Tillman; 404-219-4164; n.tillman@gordian.com
DeKalb County; 1300 Commerce Dr., Decatur, GA 30030	Various Fire Stations	\$300,000.00	Ongoing	Various Repairs at Fire Stations in DeKalb County	Brad Diodati; 404-587-6418; bsdodati@dekalbcountyga.gov



Built On A Solid Foundation

Hourly Billing Rates

Employee Classification	Standard Rate	Premium Rate
Operations Manager	\$85/hr	\$130/hr
Estimator	\$75/hr	\$115/hr
Project Manager	\$75/hr	\$115/hr
Assistant Project Manager	\$50/hr	\$75/hr
Superintendent	\$75/hr	\$115/hr
Assistant Superintendent	\$50/hr	\$75/hr
Skilled Labor	\$50/hr	\$75/hr
Labor	\$30/hr	\$45/hr
% markup cost	20%	20%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2023

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.

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.

PRODUCER: Matrix Insurance Agency, Inc. CONTACT NAME: Otis F. Jones, III. INSURER(S) AFFORDING COVERAGE: Selective Way Insurance Company, ICW Group, Nautilus Insurance Company.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Form CG 73 00 06 22 - ElitePac General Liability Extension Endorsement

CERTIFICATE HOLDER: Lichy Commercial Construction Inc. 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.

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"> • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits 	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

20210304 10:44:00 AM



THIS PAGE IS INTENTIONALLY LEFT BLANK.

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
 - (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

411111 2500023067



B. Paragraph 6. under **SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V – DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety 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 of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, 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, credit monitoring expenses, forensic 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 most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I – COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with 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", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II – WHO IS AN INSURED – Amendments

Not-for-Profit Organization Members

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A.** Subparagraph **2.a.(1)(a)** under **SECTION II – WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B.** Subparagraph **2.a.(2)** under **SECTION II – WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C.** Subparagraph **2.a.(1)(d)** under **SECTION II – WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A.** Subparagraph **3.a.** under **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with 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. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B.** The following paragraph is added to **SECTION II – WHO IS AN INSURED**, Paragraph **3**:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance**, Subparagraph **b. Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds – As Required By Contract

- A.** Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

- 1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

EXCLUSION 2.e



- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation

or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "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; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. 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;
- e. 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 sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

100007000000



The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V – DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II – WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V – DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

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, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and 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; or
- b. 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.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V – DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

20210307 10:00:00 AM



Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V – DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V – DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Contracting, Installation, Service and Repair
General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSUREDS

1. Ongoing Operations

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

REPRODUCED WITH PERMISSION



3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:

- a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. Only applies to the extent permitted by law; and
- c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) 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.
- b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to

render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance**, **a. Primary Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
6. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or
- b. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this provision shall not increase the applicable limits of insurance.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

- 1. The following is added to **Exclusion j.** under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. That particular part of real property on which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

- 2. With respect this provision only, the following is added to Definition **17.** under **SECTION V – DEFINITIONS:**

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph **1.(a)** above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT – SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

- 1. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

- 2. The following is added to **SECTION V – DEFINITIONS:**

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II – WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

2000017 2500002203



E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVER-AGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

“Personal and advertising Injury” for which the insured has assumed liability in a contract or agreement arising out of an “advertisement”. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement”.

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of “suits” against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

ElitePac Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no 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 does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

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

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

110306750007 20170306031



Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 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".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

15096750007 5/11/11



- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

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" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

20170927 09:53:47 AM



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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

- 1. () Specific Waiver

Name of Person or Organization

- (X) Blanket Waiver

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

- 2. Operations: GEORGIA OPERATIONS ONLY

- 3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Minimum Premium
5. Advance Premium

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 07/01/2023 Policy No. WGA 5066324 01

Endorsement No.

Insured LICHTY COMMERCIAL CONSTRUCTION

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:

www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm

(There is no conference scheduled for this procurement)

Questions must be directed to

City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: Locksmith, Inc

Contact Name: Steve Wilhite

Address: 876 Ashland Falls Dr Monroe GA 30656

Telephone: 770-483-7312 Facsimile: 770-918-0003

Email: steve@adriansecurity.com

Submit Qualifications to:

City of Dunwoody Purchasing Office

4800 Ashford Dunwoody Road

Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

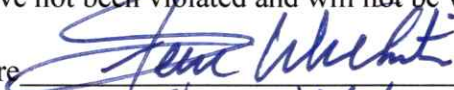
Authorized Signature  Date 11-14-23
 Print/Type Name Steve Wilhite
 Print/Type Company Name Here LOCKSMITH, INC

TABLE OF CONTENTS

<u>Topic</u>	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Qualifications	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Qualifications	3.2
Submission of Qualifications	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFQ Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

APPENDICES:

Sample Contract Agreement

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select qualified contractors from the trades for standby services as required in City facilities. Bidders shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be for a multi-year period beginning approximately **January 1, 2024**, through **December 31, 2024**. The initial term of this Agreement shall be through **December 31, 2024**. This Agreement shall terminate absolutely and without further obligation on the part of the City on **December 31** of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on **December 31, 2026**.

1.2 Basic Guidelines for This Request for Qualifications

Competitive sealed Qualifications shall be submitted in response hereto. All Qualifications submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Purchasing Policy, these instructions, and specifications.

Qualifications shall be presented in a sealed opaque envelope with the bid number and name RFQ 23-05 Standby Skilled Trade Contractors clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of two (2) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive.

The Qualifications shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFQ). Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all Qualifications submitted in response to this request.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, and loan, offer of employment or other services or property of value in connection with this RFQ. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. **All questions concerning this RFQ must be submitted in writing to purchasing at purchasing@dunwoodyga.gov no later than November 15, 2023, 5:00 pm. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.**

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Dunwoody has established certain requirements with respect to Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The trades for standby services include:

1. Carpenter/general construction
2. Sheetrock installation and repair
3. Interior finish work
4. Interior demolition
5. Debris disposal
6. Electricians
7. Fire protection specialists
8. Painter, interior, exterior
9. HVAC, installation, repair, replacement, preventive maintenance
10. Rain gutters-cleaning gutter cover installation and replacement/repair
11. Window cleaning

12. Window repair and replacement
13. Plumber
14. Flooring installation, including but not limited to carpet, tile, lvt
15. Floor Refinishing (stripping, waxing of tile, refinishing hardwood, scrubbing ceramic tile)
16. Door hardware specialist capable of creating key schedules
17. Low Voltage (Data, Voice, Security, etc.).
18. Road and Parking Lot Striping
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
23. Landscaping, Landscape Construction, Sod Installation, Arboriculture/ Tree Protection
24. Turfplanting
25. Pest Control (rodent, insect, termite etc.)
26. Masonry,
27. Playground inspector
28. Playground repair
29. Siding installation, repair and replacement
30. Commercial pool, repair, replacement, preventative maintenance
31. Welding, metal fabrication.
32. Sielox Access Controls Specialist
33. Splash pad preventative maintenance, repair, replacement
34. water feature (stream, fountain, pond, etc.) preventative maintenance, repair, replacement
35. Pour n play playground surface installation and resurfacing/ resealing
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
40. Sign fabrication and installation
41. Artificial turf installation, repair, and replacement
42. Sports netting fabrication and installation (for baseball fields, soccer backstops, etc.)
43. Sports windscreen fabrication and installation (for baseball fields, tennis courts, etc.)
44. Skate Park construction, refinishing, renovation
45. Septic tank pumping, preventative maintenance, repair, renovation, replacement
46. Grease trap pumping, preventative maintenance, repair, renovation, replacement
47. Backflow testing, repair, replacement
48. Surface and building pressure wash cleaning
49. Sand/ media blasting
50. Elevator preventative maintenance, repair
51. Carpet cleaning

Bidders are requested to submit qualifications, references, and rates for the purpose of being awarded a standby contract for their respective trade. As projects arise, the project manager will contact the highest rated proposal in each required trade for contractor commitment to the project and timeline. If the highest rated proposal in a given trade is unable to commit to the project and timeline, then the next highest rate proposal in that trade is contacted until the project has full commitments by contractors in all trades required.

At project initiation, each contractor shall be apprised of the project requirements and be required to submit a list of materials and quantities needed to the project manager. When able, the City will provide all the construction and renovation materials and supplies as submitted and agreed upon. When unable the City will rely on the trade contractor to provide the construction and renovation materials and supplies as submitted and agreed upon. Each contractor shall be responsible for providing all necessary tools, equipment, safety gear and signage, labor, and insurance for his respective trade for each project. Contractor shall also coordinate with the project manager as to the appropriate number and type of personnel required, number of estimated hours anticipated and a timeline for his project assignment.

The project manager shall instruct contractors to minimize noise and to limit disruption of City employees' work at the site, as well as to building access, usage of passenger elevators, use of parking lots and loading dock areas, and proper attire and actions. Offending persons will be dismissed immediately from the site and project.

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

The City will waive any permitting fees required, but it is the contractor's responsibility to acquire them as needed.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Requested Proposal Format/Presentation

In order to secure information in a form which will ensure that Qualifications can be properly evaluated, you are asked to submit your proposal in the format listed below.

To be qualified in your respective trade, your company must have been in business for a minimum of ten (5) years. The supervisor assigned to the contract must have been working at his trade for a minimum of five (3) years and laborers for at least two (1) years.

The Contractor shall submit WITH THE BID the following information supporting their qualifications:

1. Indicate the construction or renovation trade for standby services for which the Statement of Qualifications pertain. See Section 2.2 for trades list. Listing a trade not on the list shall be cause for rejection of the SOQ.
2. Copy of business license and proof of being in business at least ten (5) years.
3. Name and telephone number of the Contractor's designated contact.
4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) laborer or technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.
5. A reference list of three (3) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.
6. Salary Rate Schedule for industry-trained and certified supervisors and laborers. Include regular or standard rates, for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. These rates shall be the determinant factor in ranking qualified firms. Also, provide premium or overtime rates for the hours outside of regular or standard. Note: Most work will be attempted to be accomplished during regular working hours.
7. A list of equipment and hourly rates for individual trades not provided under the general labor costs.
8. Percentage mark-up, above cost, for construction and renovation materials and supplies when required to provide when the City is unable.
9. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

STATEMENT SUBMISSION AND EVALUATION

Economy of Presentation:

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about **January 1, 2024**. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company Locksmith Inc -

Name [Signature]

Authorized Signature

Name Steve Wilhite Date 11-30-23

Print Name Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation [Signature] 11-30-23

Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name Locksmith, Inc dba Adrian Security Co.

Federal Tax ID 58-200-9846

Address 876 Ashland Falls OR Monroe GA 30656

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature Steve Wilhite

Printed Name Steve Wilhite

Telephone Number 770-483-7312 Fax Number 770-918-0003

Email Steve@adriansecurity.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: Fresenius Medical Care

ADDRESS: 8425 Mall Parkway Lithonia GA 30038

CONTACT PERSON: James Pressley

PHONE NO.: 678-343-0437

E-MAIL: James.Pressley@FreseniusMedicalCare.com

2. COMPANY NAME: Pittman Construction

ADDRESS: P.O. Box 155 - Conyers GA 30012

CONTACT PERSON: Andy Long

PHONE NO.: 770-355-1912

E-MAIL: ALong

3. COMPANY NAME: City of Brookhaven

ADDRESS: 4362 Peachtree Road - Brookhaven 30319

CONTACT PERSON: Greg Klima

PHONE NO: 404-637-0500

E-MAIL: Greg.Klima@BrookhavenGA.gov

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Dunwoody that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Qualifications are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Qualifications.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Qualifications and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Qualifications unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:

www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm

(There is no conference scheduled for this procurement)

Questions must be directed to

City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: Capital City Mechanical Services

Contact Name: Mike Hendrickson

Address: 4955 Avalon Ridge Pkwy. Ste 100 Peachtree Corners, GA 30071

Telephone: 770-449-0200 Facsimile: 770-734-0156

Email: MikeH@ccmech.com

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

9. HVAC, INSTALLATION, REPAIR, REPLACEMENT, PREVENTIVE MAINTENANCE

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.


Authorized Signature  Date 11/22/23
Print/Type Name Ben Moncher
Print/Type Company Name Here Capital City Mechanical Services

TABLE OF CONTENTS

<u>Topic</u>	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Qualifications	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Qualifications	3.2
Submission of Qualifications	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFQ Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

APPENDICES:

Sample Contract Agreement

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select qualified contractors from the trades for standby services as required in City facilities. Bidders shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be for a multi-year period beginning approximately **January 1, 2024**, through **December 31, 2024**. The initial term of this Agreement shall be through **December 31, 2024**. This Agreement shall terminate absolutely and without further obligation on the part of the City on **December 31** of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on **December 31, 2026**.

1.2 Basic Guidelines for This Request for Qualifications

Competitive sealed Qualifications shall be submitted in response hereto. All Qualifications submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Purchasing Policy, these instructions, and specifications.

Qualifications shall be presented in a sealed opaque envelope with the bid number and name RFQ 23-05 Standby Skilled Trade Contractors clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of two (2) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive.

The Qualifications shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFQ). Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all Qualifications submitted in response to this request.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, and loan, offer of employment or other services or property of value in connection with this RFQ. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. **All questions concerning this RFQ must be submitted in writing to purchasing at purchasing@dunwoodyga.gov no later than November 15, 2023, 5:00 pm.** No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Dunwoody has established certain requirements with respect to Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The trades for standby services include:

1. Carpenter/general construction
2. Sheetrock installation and repair
3. Interior finish work
4. Interior demolition
5. Debris disposal
6. Electricians
7. Fire protection specialists
8. Painter, interior, exterior
9. HVAC, installation, repair, replacement, preventive maintenance
10. Rain gutters-cleaning gutter cover installation and replacement/repair
11. Window cleaning

12. Window repair and replacement
13. Plumber
14. Flooring installation, including but not limited to carpet, tile, lvt
15. Floor Refinishing (stripping, waxing of tile, refinishing hardwood, scrubbing ceramic tile)
16. Door hardware specialist capable of creating key schedules
17. Low Voltage (Data, Voice, Security, etc.).
18. Road and Parking Lot Striping
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
23. Landscaping, Landscape Construction, Sod Installation, Arboriculture/ Tree Protection
24. Turfplanting
25. Pest Control (rodent, insect, termite etc.)
26. Masonry,
27. Playground inspector
28. Playground repair
29. Siding installation, repair and replacement
30. Commercial pool, repair, replacement, preventive maintenance
31. Welding, metal fabrication.
32. Sielox Access Controls Specialist
33. Splash pad preventative maintenance, repair, replacement
34. water feature (stream, fountain, pond, etc.) preventative maintenance, repair, replacement
35. Pour n play playground surface installation and resurfacing/ resealing
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
40. Sign fabrication and installation
41. Artificial turf installation, repair, and replacement
42. Sports netting fabrication and installation (for baseball fields, soccer backstops, etc.)
43. Sports windscreen fabrication and installation (for baseball fields, tennis courts, etc.)
44. Skate Park construction, refinishing, renovation
45. Septic tank pumping, preventative maintenance, repair, renovation, replacement
46. Grease trap pumping, preventative maintenance, repair, renovation, replacement
47. Backflow testing, repair, replacement
48. Surface and building pressure wash cleaning
49. Sand/ media blasting
50. Elevator preventative maintenance, repair
51. Carpet cleaning

Bidders are requested to submit qualifications, references, and rates for the purpose of being awarded a standby contract for their respective trade. As projects arise, the project manager will contact the highest rated proposal in each required trade for contractor commitment to the project and timeline. If the highest rated proposal in a given trade is unable to commit to the project and timeline, then the next highest rate proposal in that trade is contacted until the project has full commitments by contractors in all trades required.

At project initiation, each contractor shall be apprised of the project requirements and be required to submit a list of materials and quantities needed to the project manager. When able, the City will provide all the construction and renovation materials and supplies as submitted and agreed upon. When unable the City will rely on the trade contractor to provide the construction and renovation materials and supplies as submitted and agreed upon. Each contractor shall be responsible for providing all necessary tools, equipment, safety gear and signage, labor, and insurance for his respective trade for each project. Contractor shall also coordinate with the project manager as to the appropriate number and type of personnel required, number of estimated hours anticipated and a timeline for his project assignment.

The project manager shall instruct contractors to minimize noise and to limit disruption of City employees' work at the site, as well as to building access, usage of passenger elevators, use of parking lots and loading dock areas, and proper attire and actions. Offending persons will be dismissed immediately from the site and project.

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

The City will waive any permitting fees required, but it is the contractor's responsibility to acquire them as needed.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Requested Proposal Format/Presentation

In order to secure information in a form which will ensure that Qualifications can be properly evaluated, you are asked to submit your proposal in the format listed below.

To be qualified in your respective trade, your company must have been in business for a minimum of ten (5) years. The supervisor assigned to the contract must have been working at his trade for a minimum of five (3) years and laborers for at least two (1) years.

The Contractor shall submit WITH THE BID the following information supporting their qualifications:

- ✓ 1. Indicate the construction or renovation trade for standby services for which the Statement of Qualifications pertain. See Section 2.2 for trades list. Listing a trade not on the list shall be cause for rejection of the SOQ.
2. Copy of business license and proof of being in business at least ten (5) years. ¹/₂
- ✓ 3. Name and telephone number of the Contractor's designated contact.
- ④ ✓ 4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) laborer or technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.
- ✓ 5. A reference list of three (3) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.
6. Salary Rate Schedule for industry-trained and certified supervisors and laborers. Include regular or standard rates, for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. These rates shall be the determinant factor in ranking qualified firms. Also, provide premium or overtime rates for the hours outside of regular or standard. Note: Most work will be attempted to be accomplished during regular working hours.
7. A list of equipment and hourly rates for individual trades not provided under the general labor costs.
8. Percentage mark-up, above cost, for construction and renovation materials and supplies when required to provide when the City is unable.
- ✓ 9. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

STATEMENT SUBMISSION AND EVALUATION

Economy of Presentation:

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about **January 1, 2024**. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.


Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company Capital City Mechanical Services

Name 
Authorized Signature

Name Ben Muncher 11/22/23
Print Name Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation  11/22/23
Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name Capital City Mechanical Services, LLC

Federal Tax ID 58-1888249

Address 4955 Avalon Ridge Pkwy Ste 100

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature 

Printed Name Ben Murcher

Telephone Number 770-449-0200 Fax Number 770-734-0156

Email BenM@ccmech.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: Barry Levin & Associates

ADDRESS: 6675 Peachtree Industrial Blvd Suite 200

CONTACT PERSON: Barry Levin

PHONE NO.: 770-457-2376

E-MAIL: blevin@levinproperties.com

2. COMPANY NAME: Levin Properties CORVIAS

ADDRESS: 625 Roadrunner-Pl Dalton GA

CONTACT PERSON: Bill Killkenny

PHONE NO.: 770-807-2060

E-MAIL: bill.killkenny@comvas.com

3. COMPANY NAME: Holder Properties

ADDRESS: 3333 Riverwood Pkwy

CONTACT PERSON: Johnny Bobo

PHONE NO: Jbobo@Holderproperties.com ↗

E-MAIL: 404-557-4211 ↘

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Dunwoody that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Qualifications are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Qualifications.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Qualifications and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Qualifications unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

SAMPLE CONTRACT AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Dunwoody, (Party of the First Part, hereinafter called the "City"), and _____ (Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence on _____. This Contract shall terminate absolutely and without further obligation on the part of the City on **December 31, 2026**.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the Contract documents:

Exhibit A: General Conditions

Exhibit B: Scope of Services

Exhibit C: Fee

Exhibit D: Response to RFQ **23-05**

Exhibit E: Request for Statement of Qualifications, RFQ **23-05**

Exhibit F: Contractor's Affidavit and Agreement

Exhibit G: Drug Free Workplace

Exhibit H: Purchasing Policy Addendum

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the "work").

4. PRICE:

The Service Provider agrees to charge the amount reflected in Exhibit A.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. ---General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without

prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Dunwoody, GEORGIA

By: _____

Mayor
City of Dunwoody, Georgia

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

BY: BM
Signature

Ben Muncher
Print Name

SALES MANAGER
Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

Exhibit A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Dunwoody's Financial Management and Purchasing Policies.

3. [INTENTIONALLY OMITTED]

4. SERVICE PROVIDER'S PERSONNEL

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of

the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 [INTENTIONALLY OMITTED]
- 4.10 [INTENTIONALLY OMITTED]

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Dunwoody regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all

products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Service Provider shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Service Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 10.2 The City shall pay the Service Provider the price as set forth within 30 days after completion of the services for the previous month, or 30 days after the City's receipt of the invoice for the month, whichever is later. The Service Provider shall invoice the City for the implementation services that

- were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 10.3 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 10.4 The Service Provider shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.5 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 10.6 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Service Provider hereunder.
- 10.7 The Service Provider shall submit all invoices to: City of Dunwoody, GA, Accounts Payable; 4800 Ashford Dunwoody Road, Dunwoody, GA 30338.
- 10.8 The Service Provider will agree to comply with the City of Dunwoody's Financial Policies and Purchasing Policy, to the extent applicable.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

- 11.4 **Compliance with Sex Offender Laws.** Contractor acknowledges that pursuant to state law, any person listed on the Georgia Sexual Offender Registry maintained by the Georgia Bureau of Investigation (the "Registry") is prohibited from being within 1,000 feet of school property. Contractor further acknowledges and represents that any and all contractors, subcontractors, sub-subcontractors or others performing any work (or any portion thereof) on behalf of Contractor hereunder shall be obligated pursuant to their respective contracts with Contractor to comply with all relevant laws, rules and regulations, including without limitation, the aforementioned state law, in the performance of the work, and to ensure compliance by any and all of its subcontractors with, the relevant sex offender laws now or hereinafter in effect in the State of Georgia.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the City or the Service Provider by any other federal, state, or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interests, and to

reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation, or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the

work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:
- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and
 - (2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.
- 13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.
- 13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

- 13.7.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.
- 13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.
- 13.7.4 Health Insurance. Not applicable.
- 13.7.5 Garage Liability Insurance. Not applicable.
- 13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.7 Crime Coverage. Not applicable.
- 13.7.8 Pollution Liability Insurance. Not applicable.
- 13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.
- 13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider's execution of the Contract. The Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's

self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 14.1 A surety Bond/Letter of Credit is not required for this Contract.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions, or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. [INTENTIONALLY DELETED].

17. DEFAULT AND TERMINATION

17.1 In the event that:

- 17.1.1 the Service Provider shall fail to keep, perform, or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2 the Service Provider shall fail to keep, perform, or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall

in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 17.3 Bankruptcy and Liquidation - In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
 - (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
 - (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the

City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- 20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Service Provider

_____ 

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.1.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

21.1.6 Incorporation of Provisions. The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of

materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

- 21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Proposal Forms, and (vi) the Request.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged

therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this

Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions

of the Service Provider and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or a third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination, or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 **GRATUITIES.** It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, including the content of any

specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

* * * * * END OF GENERAL CONDITIONS * * * * *

SAMPLE

Solicitation No. RFQ 23-05

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating 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.

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

93819

E-Verify * User Identification Number

Company Name CAPITAL CITY MECHANICAL SERVICES LLC

BY: Authorized Officer or Agent Date
(Contractor Signature)

AS AGENT

Title of Authorized Officer or Agent of Contractor

MICHAEL VALER MORA

Printed Name of Authorized Officer or Agent

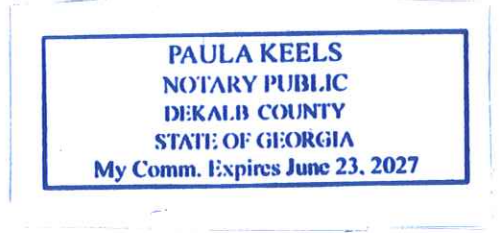
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28 DAY OF November, 2023

Paula Keels

Notary Public

My Commission Expires: 6/23/27



As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" 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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2023

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).

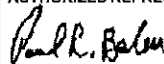
PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	CONTACT NAME: Salina Felger	
	PHONE (A/C, No, Ext): 678-424-6500	FAX (A/C, No):
E-MAIL ADDRESS: sfelger@sspins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AMCO Insurance Company		19100
INSURER B: Continental Insurance Co		35289
INSURER C: Columbia Casualty		31127
INSURER D: Old Republic Insurance		24147
INSURER E:		
INSURER F:		

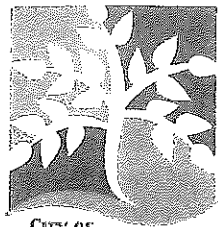
COVERAGES **CERTIFICATE NUMBER:** 66641267 **REVISION NUMBER:**

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 SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ACP-GLAO-3100457320	10/24/2022	10/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		ACP-BAA-3100457320	10/24/2022	10/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ACP-CAA-3100457320 FFX 7011699569	10/24/2022 10/24/2022	10/24/2023 10/24/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 9,000,000 Ea Incident \$ 9,000,000 Agg
D	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 Y N/A	MWC 314418	10/24/2022	10/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C C	Leased/Rented Equipment Professional Liability Pollution Liability		ACP-CIM-3100457320 CEO-6045437524 CSB-6075614350	10/24/2022 10/24/2022 10/24/2022	10/24/2023 10/24/2023 10/24/2023	Limit: \$100,000 Limit: \$2M/\$2M Limit: \$2M/\$2M

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

CERTIFICATE HOLDER Hilton Garden Inn Atlanta North/Alpharetta 4025 Windward Parkway Alpharetta GA 30005 USA	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 



**CITY OF
Peachtree
CORNERS**
Innovative & Remarkable

2023

**BUSINESS OCCUPATIONAL
TAX CERTIFICATE**

Plumbing Heating and Air-Conditioning Contractors

(NOT TRANSFERABLE)

Business ID

03098

License Number

2023-1641

Date Issued

04/02/2023

Date Expires

03/31/2024

**CITY OF PEACHTREE CORNERS
310 TECHNOLOGY PKWY
PEACHTREE CORNERS, GA 30092**

FOR OPERATION IN THE CITY OF PEACHTREE CORNERS,
GEORGIA SUBJECT TO ZONING RESTRICTIONS AND ALL
OTHER CODES AND RESOLUTIONS OF THE MAYOR AND
CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS,
GEORGIA. THIS LICENSE IS A MERE PRIVILEGE SUBJECT
TO BE SUSPENDED OR REVOKED, AND IS SUBJECT TO
ANY FURTHER ORDINANCES WHICH MAY BE ENACTED

Valid for Business Shown Below Only:

BUSINESS NAME / ADDRESS:

CAPITAL CITY MECHANICAL SERVICES
4955 AVALON RIDGE PKWY STE 100
PEACHTREE CORNERS GA 30071

CORPORATE / MAILING ADDRESS:

CAPITAL CITY MECHANICAL SERVICES, INC
4955 AVALON RIDGE PKWY, STE 100
PEACHTREE CORNERS, GA 30071

MUST POST IN A CONSPICUOUS LOCATION

STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Construction Industry Licensing Board
Conditioned Air Non-Restricted
LICENSE NO. CN007183

John Thomas Rausch
110 Pine Mist Circle
Alpharetta GA 30022

EXPIRATION DATE - 11/30/2023
Active

CAPITAL CITY

Mechanical Services, LLC.

Designated Contact:

Mike Hendrickson

mikeh@ccmech.com

Cell: 678-410-4007

Office: 770-449-0200

Industry Trained Personnel:

Mike Hendrickson-Project Manager

Chris Brown: Field Service Supervisor/Technician

Draegyn Levinson: Technician

James Blocker-Controls Technician

Ron Richey-Chiller Technician

See attachment for list of all technicians

Project References:

Cardinal Healthcare: Multiple Rooftop Unit Replacements and Preventive Maintenance

January 2023 - \$650,000

Anton Dixon- 470-733-3190

Gwinnett County Schools- Boiler Replacements

\$210,000 2023

Mark Duncan – mark.duncan@gwinnettcountry.com

Havertys- Multiple Projects throughout 2023

\$300,000

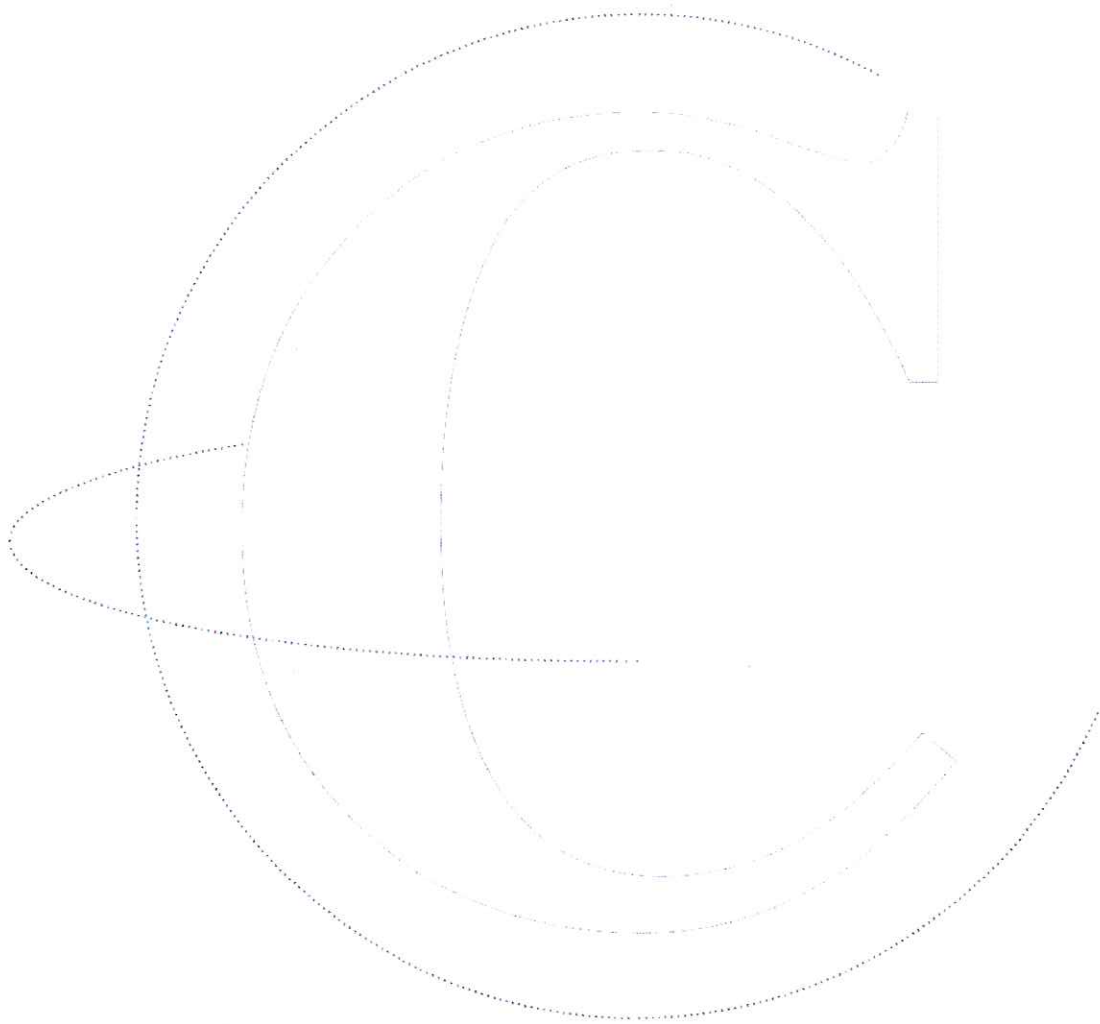
Trent Patterson-678-334-7928

A CONSTANT CLIMATE OF EXCELLENCE

Labor Rates:

Hourly HVAC Service Rate (7AM-5PM) \$140.00
Weekend/After Hours/Holiday \$210.00
Controls Repair or Consultation Fee (7AM-5PM) \$245.00

Parts & Material: 10 % Discount on HVAC parts and materials



A CONSTANT CLIMATE OF EXCELLENCE

SPEED DIAL

ID	NAME	ID	NAME	ID	NAME	ID	NAME	ID	NAME
001	Alan Williams	019	Conner McCurdy	037	Jacob Blocker	055	Kevin Corry	073	Rocky Williams
002	Andy Platto	020	Corey Hein	038	Jaime Williams	056	Lisa Garmon	074	Ron Richey
003	Austin Haslett	021	Cory Snopek	039	James Blocker	057	Logan Lawhorne	075	Sarj Pankhania
004	Austin Richards	022	CSR Remote	040	James Mauldin	058	Marcus Powell	076	Sasha Randolph
005	Ben Copeland	023	Dallas Edwards	041	Jamie Carroll	059	Mark McWilliams	077	Shawn Simmons
006	Ben Levinson	024	Dan McCarthy	042	Jamie Robinson	060	Mason Jones	078	Stephanie Carlisle
007	Ben Muncher	025	Donovan Mack	043	Japhia Maynard	061	Matt Norton	079	Steve Major
008	Blake Noeske	026	Doug McCurdy	044	Jason Warner	062	Matt Cooper	080	Steven McLendon
009	Bradley McCurdy	027	Draegyn Levinson	045	Jeff Price	063	Matthew Zabarovskis	081	Terrence Alexander
010	Brandon Cann	028	Dustin Taves	046	Jhon Rojas	064	Michael McMahon	082	Todd Lesh
011	Brian Williams	029	Erik Allen	047	John Draper	065	Michael Meacham	083	Travis Green
012	Chase Roberts	030	Fane Perkins	048	John Rausch	066	Mike Cann	084	Vasilios Pantazopoulos
013	Chris Brown	031	Greg Green	049	Joniero Bryant	067	Mike Hendrickson	085	Vinny Strohsnitter
014	Chris Gordon	032	Griffin Ainsile	050	Josh Drouin	068	Mike Valenzuela	086	Wes Robertson
015	Chris Tippet	033	Holi Ingels	051	Josh Thomas	069	Mitchel Brown		
016	Chris Wilson	034	Hunter Smith	052	Joshua Acosta	070	Neal Massey		
017	Cliff Forbes	035	Ivan Franklin	053	Juan Arias	071	Patty Lumb		
018	Cody Landry	036	Jack Beasley	054	Justin Waldrop	072	Reginald Brown		



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:

www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm

(There is no conference scheduled for this procurement)

Questions must be directed to

City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: Play It Safe Playground Inspection, LLC

Contact Name: Jeffrey Hanson

Address: 4738 Chamblee Dunwoody Road, Dunwoody, GA 30338

Telephone: 630-251-7566 Facsimile: N/A

Email: Playitsafeplayground@gmail.com

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

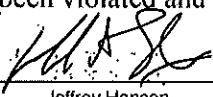
Authorized Signature  Date November 17, 2023
Print/Type Name Jeffrey Hanson
Print/Type Company Name Here Play It Safe Playground Inspection, LLC

TABLE OF CONTENTS

<u>Topic</u>	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Qualifications	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Qualifications	3.2
Submission of Qualifications	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFQ Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

APPENDICES:

Sample Contract Agreement

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select qualified contractors from the trades for standby services as required in City facilities. Bidders shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be for a multi-year period beginning approximately January 1, 2024, through December 31, 2024. The initial term of this Agreement shall be through December 31, 2024. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on December 31, 2026.

1.2 Basic Guidelines for This Request for Qualifications

Competitive sealed Qualifications shall be submitted in response hereto. All Qualifications submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Purchasing Policy, these instructions, and specifications.

Qualifications shall be presented in a sealed opaque envelope with the bid number and name RFQ 23-05 Standby Skilled Trade Contractors clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of two (2) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive.

The Qualifications shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFQ). Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all Qualifications submitted in response to this request.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, and loan, offer of employment or other services or property of value in connection with this RFQ. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. **All questions concerning this RFQ must be submitted in writing to purchasing at purchasing@dunwoodyga.gov no later than November 15, 2023, 5:00 pm. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.**

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Dunwoody has established certain requirements with respect to Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The trades for standby services include:

1. Carpenter/general construction
2. Sheetrock installation and repair
3. Interior finish work
4. Interior demolition
5. Debris disposal
6. Electricians
7. Fire protection specialists
8. Painter, interior, exterior
9. HVAC, installation, repair, replacement, preventive maintenance
10. Rain gutters-cleaning gutter cover installation and replacement/repair
11. Window cleaning

12. Window repair and replacement
13. Plumber
14. Flooring installation, including but not limited to carpet, tile, lvt
15. Floor Refinishing (stripping, waxing of tile, refinishing hardwood, scrubbing ceramic tile)
16. Door hardware specialist capable of creating key schedules
17. Low Voltage (Data, Voice, Security, etc.).
18. Road and Parking Lot Striping
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
23. Landscaping, Landscape Construction, Sod Installation, Arboriculture/ Tree Protection
24. Turfplanting
25. Pest Control (rodent, insect, termite etc.)
26. Masonry,
27. ~~Playground Inspector~~
28. Playground repair
29. Siding installation, repair and replacement
30. Commercial pool, repair, replacement, preventative maintenance
31. Welding, metal fabrication.
32. Sielox Access Controls Specialist
33. Splash pad preventative maintenance, repair, replacement
34. water feature (stream, fountain, pond, etc.) preventative maintenance, repair, replacement
35. Pour n play playground surface installation and resurfacing/ resealing
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
40. Sign fabrication and installation
41. Artificial turf installation, repair, and replacement
42. Sports netting fabrication and installation (for baseball fields, soccer backstops, etc.)
43. Sports windscreen fabrication and installation (for baseball fields, tennis courts, etc.)
44. Skate Park construction, refinishing, renovation
45. Septic tank pumping, preventative maintenance, repair, renovation, replacement
46. Grease trap pumping, preventative maintenance, repair, renovation, replacement
47. Backflow testing, repair, replacement
48. Surface and building pressure wash cleaning
49. Sand/ media blasting
50. Elevator preventative maintenance, repair
51. Carpet cleaning

Bidders are requested to submit qualifications, references, and rates for the purpose of being awarded a standby contract for their respective trade. As projects arise, the project manager will contact the highest rated proposal in each required trade for contractor commitment to the project and timeline. If the highest rated proposal in a given trade is unable to commit to the project and timeline, then the next highest rate proposal in that trade is contacted until the project has full commitments by contractors in all trades required.

At project initiation, each contractor shall be apprised of the project requirements and be required to submit a list of materials and quantities needed to the project manager. When able, the City will provide all the construction and renovation materials and supplies as submitted and agreed upon. When unable the City will rely on the trade contractor to provide the construction and renovation materials and supplies as submitted and agreed upon. Each contractor shall be responsible for providing all necessary tools, equipment, safety gear and signage, labor, and insurance for his respective trade for each project. Contractor shall also coordinate with the project manager as to the appropriate number and type of personnel required, number of estimated hours anticipated and a timeline for his project assignment.

The project manager shall instruct contractors to minimize noise and to limit disruption of City employees' work at the site, as well as to building access, usage of passenger elevators, use of parking lots and loading dock areas, and proper attire and actions. Offending persons will be dismissed immediately from the site and project.

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

The City will waive any permitting fees required, but it is the contractor's responsibility to acquire them as needed.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Requested Proposal Format/Presentation

In order to secure information in a form which will ensure that Qualifications can be properly evaluated, you are asked to submit your proposal in the format listed below.

To be qualified in your respective trade, your company must have been in business for a minimum of ~~ten (5) years.~~ The supervisor assigned to the contract must have been working at his trade for a minimum of ~~five (3) years~~ and laborers for at least ~~two (1) years.~~

The Contractor shall submit WITH THE BID the following information supporting their qualifications:

1. Indicate the construction or renovation trade for standby services for which the Statement of Qualifications pertain. See Section 2.2 for trades list. Listing a trade not on the list shall be cause for rejection of the SOQ.

2. Copy of business license and proof of being in business at least ten (5) years.

3. Name and telephone number of the Contractor's designated contact.

4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) laborer or technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.

5. A reference list of three (3) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.

6. Salary Rate Schedule for industry-trained and certified supervisors and laborers. Include regular or standard rates, for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. These rates shall be the determinant factor in ranking qualified firms. Also, provide premium or overtime rates for the hours outside of regular or standard. Note: Most work will be attempted to be accomplished during regular working hours.

7. A list of equipment and hourly rates for individual trades not provided under the general labor costs.

8. Percentage mark-up, above cost, for construction and renovation materials and supplies when required to provide when the City is unable.

9. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

STATEMENT SUBMISSION AND EVALUATION

Economy of Presentation:

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about January 1, 2024. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.


It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

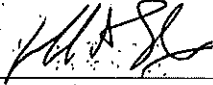
Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company Play It Safe Playground Inspection, LLC

Name 
Authorized Signature

Name Jeffrey Hanson November 17, 2023
Print Name Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation  November 17, 2023
Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name Play It Safe Playground Inspection, LLC

Federal Tax ID 84-4253208

Address 4738 Chamblee Dunwoody Road, Dunwoody, GA 30338

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature 

Printed Name Jeffrey Hanson

Telephone Number 630-251-7566 Fax Number N/A

Email Playitsafeplayground@gmail.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: City of Chamblee

ADDRESS: 3518 Broad Street,

CONTACT PERSON: Jodi Gillilan

PHONE NO.: 770-891-7332

E-MAIL: jgillilan@chambleega.gov

2. COMPANY NAME: City of Brookhaven

ADDRESS: 4362 Peachtree Road, Brookhaven, GA 30319

CONTACT PERSON: Robby Newton

PHONE NO.: 404-637-0562

E-MAIL: robby.newton@brookhavenga.gov

3. COMPANY NAME: City of Tucker

ADDRESS: 1975 Lakeside Parkway, Suite 350, Tucker, GA 30084

CONTACT PERSON: Charlie Goens

PHONE NO: 470-481-0205

E-MAIL: cgoens@tuckerga.gov

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Dunwoody that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Qualifications are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Qualifications.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Qualifications and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Qualifications unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).



PLAY IT SAFE PLAYGROUND INSPECTION, LLC
Passion for the Protection of ChildrenSM

4738 Chamblee Dunwoody Rd.
Dunwoody, GA 30338
(770) 206-0457
(630) 251-7566

playitsafeplayground@gmail.com
<https://playitsafeplayground.com/>

City of Dunwoody – Standby Skilled Trade Contractors
Request For Qualifications # 23-05

Qualifications

Play It Safe Playground Inspection, LLC was established in 2019.

- Qualification 1: The trade for standby services is item #27 of the RFQ – Playground Inspector.
- Qualification 2: See attached business license and verification.
- Qualification 3: Designated contact is Jeffrey Hanson – 630-251-7566 or 770-206-0457
- Qualification 4: Jeffrey Hanson is the owner, sole employee, and a certified playground safety inspector with certification #55864-1025 (2022-2025). Previous CPSI #47941-123 (2019-2023)
- Qualification 5: References

Play It Safe Playground Inspection, LLC has provided inspection and expert witness services. I have provided playground safety inspection during the past five (5) years and some of my clients have been: (Additional clients can be furnished upon request)

City of Chamblee
Jodi Gilfillan
770-891-7332
jgilfillan@chambleega.gov

2023 Bi-annual Playground Inspections – approximate value \$2,485.00 per inspection

City of Brookhaven
Robby Newton
404-637-0562
Robby.newton@brookhavenga.gov

2023 Bi-annual Playground Inspections – approximate value \$3,685.00 per inspection



PLAY IT SAFE PLAYGROUND INSPECTION, LLC
Passion for the Protection of ChildrenSM

4738 Chamblee Dunwoody Rd.
Dunwoody, GA 30338
(770) 206-0457
(630) 251-7566

playitsafeplayground@gmail.com
<https://playitsafeplayground.com/>

City of Dunwoody – Standby Skilled Trade Contractors
Request For Qualifications # 23-05

City of Tucker
Charlie Goens
470-481-0205
cgoens@tuckerga.gov

2023 Annual Playground Inspections – approximate value \$2,525.00 per inspection

Qualification 6: Rates are determined per number of play areas and quantity of playground equipment located within each play area. See attached proposal.

Qualification 7: Not applicable

Qualification 8: Not applicable

Qualification 9: See attached Insurance COI

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/2/2023 9:57:57 AM

BUSINESS INFORMATION

CONTROL NUMBER 20000245
BUSINESS NAME Play It Safe Playground Inspection, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 02/02/2023
ANNUAL REGISTRATION PERIOD 2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 4738 Chamblee Dunwoody Rd., Dunwoody, GA, 30338, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Hanson Enterprises, LLC	4738 Chamblee Dunwoody Rd., Dunwoody, GA, 30338-6002, USA	Dekalb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Jeffrey Hanson
AUTHORIZER TITLE Authorized Person

National Recreation and Park Association

Let it be known that

JEFFREY HANSON

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



Certified
Playground
Safety Inspector

September 28, 2022

DATE CERTIFIED

55864-1025

CERTIFICATION NUMBER

October 01, 2025

EXPIRATION DATE



National Recreation and Park Association

Let it be known that

JEFFREY HANSON

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



Certified Playground Safety Inspector

CHAIRPERSON

December 11, 2019

DATE CERTIFIED

NRPA PRESIDENT AND CEO

47941-123

CERTIFICATION NUMBER

January 01, 2023

EXPIRATION DATE





PLAY IT SAFE
PLAYGROUND INSPECTION, LLC
Passion for the Protection of ChildrenSM

4738 Chamblee Dunwoody Rd.
Dunwoody, GA 30338
(770) 206-0457

playitsafeplayground@gmail.com
<https://playitsafeplayground.com/>

Playground Inspection Services Agreement

November 21, 2023

Dear City of Dunwoody,

This will confirm the agreement between Play It Safe Playground Inspection, LLC, (hereinafter referred to as "Contractor") and Dunwoody Parks and Recreation Department (hereinafter referred to as "Purchaser", "Client"). This proposal is valid for ninety days.

This Playground Inspection Services Agreement ("Agreement") is made as of the date first executed below ("Effective Date") between

Play It Safe Playground Inspection, LLC, a Georgia limited liability company, with an address of 4738 Chamblee Dunwoody Rd., Dunwoody, GA 30338 ("Inspector")

and

City of Dunwoody, through its Parks and Recreation Department, a Georgia municipality, with an address of 4800 Ashford Dunwoody Road, Dunwoody, GA 30338 ("Client").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Professional Services.

- a. Inspector agrees to provide a Certified Playground Safety Inspector (CPSI) who will perform the services described in Exhibit A ("Services") for Client for the compensation set forth in Section 2 (which references Exhibit A). Inspector agrees to provide the Services by the agreed upon deadline. If no deadline is specified, Inspector agrees to complete Services within a commercially reasonable period of time, taking into account weather conditions, site access and the like. Exhibit A is attached and is an essential part of this Agreement.
- b. Unless otherwise agreed in Exhibit A, included in the Services are the following elements:
 - i) Visit indicated property/site(s) to perform a survey of the playground equipment.

- ii). Perform a thorough evaluation of the current condition of the equipment and quality of maintenance currently being performed.
- iii) Take photographs of pertinent equipment for review and inclusion into report.
- iv) Submit a written report of the survey ("Report" or "Deliverable(s)") to Client, which will contain the following:
 - (1) Executive Summary
 - (2) Methodology
 - (3) Observations
 - (4) Recommendations

The Report will be submitted to Client within a commercially reasonable amount of time after completion of Services, unless otherwise agreed by the parties in writing. Unless specified in the description of Services, Inspector may provide Report in any format in its discretion.

- c. Standard of performance. Inspector represents that all personnel employed, or subcontracted, possess all necessary training and certifications to perform the Services. Inspector will diligently and faithfully make recommendations and suggestions based upon its professional expertise, but make no promises, expressed or implied, as to the mechanical integrity of the playground system(s) located at each site. Inspector only makes inspections and recommendations as related to the applicable playground standards and individual requirements to bring the systems into compliance with applicable standards. Client agrees and acknowledges that Inspector can only identify those playground compliance issues which are present at the time of Inspector's inspection and understands and acknowledges that the condition of the playground(s) and its equipment may change subsequent to inspection. Inspector does not assume any responsibility for the inspected equipment or users of said playgrounds.
- d. Client responsibilities. Client agrees to provide Inspector the name and contact information of the responsible authorized representative for Client through which Inspector will communicate and who is authorized to render any required decisions promptly, if needed. Client agrees to provide Inspector reasonable and timely access to the properties listed in the description of Services. Upon reporting of dangerous conditions by Inspector, Client agrees it is solely responsible for any interim safety measures, such as removing or preventing access to equipment, and subsequent repairs.

2. Price and payment.

- 1. Client agrees to pay Inspector as per the agreed schedule and amount on Exhibit A. Unless otherwise specified in Exhibit A, Inspector will generate an invoice upon completion of Services and will provide the invoice to the indicated contact which will be due upon receipt of invoice.

2. In the event that any undisputed payment due hereunder is not made when due, the payment shall accrue interest at the annual rate of 5% on the date said payment is due, or on the date the payment is made, whichever is higher, the interest being compounded daily, provided that in no event shall said annual rate exceed the maximum legal interest rate allowed under law.

3. Optional Presentations of Results.

If Client wishes Inspector to attend any meetings to present its findings and to respond to questions, the scope of the presentation(s) will be identified on Exhibit A or in an addendum to this Agreement. Inspector will not attend meetings or provide presentations other than the Deliverable(s) unless reduced to writing per this Section 3.

4. Optional Re-inspection Services.

If Client wishes Inspector to re-inspect any equipment or issues identified during the Services after Client has repaired the identified deficiencies, the scope of the re-inspection will be identified on Exhibit A or in an addendum to this Agreement. Inspector will not provide re-inspection services unless reduced to writing per this Section 4.

5. Term and Termination.

- a. This Agreement shall become effective upon the Effective Date. The Agreement shall expire when all obligations of the parties hereunder have been performed, unless extended in writing by the parties.
- b. This Agreement may be early terminated by either party without cause upon thirty (30) days written notice to the other. Client agrees to pay for any Services performed and reasonable expenses/costs incurred prior to the effective date of termination

6. Indemnification.

Client recognizes and acknowledges that Inspector is not authorized to repair, shutdown access to a playground or its equipment, or otherwise prevent anyone from using potentially hazardous or non-compliant facilities. Therefore, regardless of whether Inspector is negligent in providing its Services and Deliverable(s), Client agrees to indemnify, hold harmless and defend Inspector, its officers, directors, principals, partners, employees, agents and representatives, from and against any and all claims, loss, cost, damage, or injury that arise due to use, operation, installation or condition of the playground or deficiencies of the playgrounds or the equipment inspected. This section applies to Client's successors, assigns, agents and employees as well as any other party. This section shall survive termination or expiration of this Agreement.

7. Limitation of Liability.

Inspector's liability under this Agreement shall not exceed the fees paid by Client in the three months preceding the date upon which the related claim arose. This section shall survive termination or expiration of this Agreement.

8. Independent Contractor.

In performing the Services, Inspector shall be an independent contractor and not an employee or agent of Client. Nothing in this Agreement shall be deemed to require Inspector to provide the Services exclusively to Client. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on the behalf of the other except to the extent and for the purposes provided for herein. This Agreement does not create an agency, partnership, joint venture or any other similar relationship between the parties.

9. Choice of law.

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Georgia, including its statutes of limitations.

10. Misc.

- a. Entire Agreement. This Agreement together with the exhibits thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules. This Agreement is not transferable and any amendments must be in writing and executed by both parties.
- b. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- c. Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic device (including .pdf) shall be equally as effective as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written below.

Play It Safe Playground Inspection, LLC

City of Dunwoody

By: _____

By: _____

Name: Jeffrey Hanson

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Exhibit A**Services Scope and Payment Terms****Scope of Services:**

The following are the playgrounds to be inspected and the scope of the inspection and dates for completion of the services ("Services"):

The following playgrounds (each a "Site") will be inspected during 2024.

Windwood Hollow Park
4865 Lakeside Drive
Dunwoody, GA 30360

Georgetown Park
1785 Kent Avenue
Dunwoody, GA 30311

Dunwoody Nature Center
5343 Roberts Drive
Dunwoody, GA 30338

Brook Run Park
4770 North Peachtree Road
Dunwoody, GA 30338

Old Austin Elementary Site (2 Locations)
5435 Roberts Drive
Dunwoody, GA 30338

Price/Payment:

\$495.00 plus expenses – Windwood Hollow Park

\$455.00 plus expenses - Georgetown Park

\$535.00 plus expenses – Dunwoody Nature Center

\$1,215.00 plus expenses – Brook Run Park

\$440.00 plus expenses – Old Austin Elementary Site (2 locations)

Total Cost: **\$3,140.00**

Invoice will be sent to the following contact upon completion of Services:

Parks and Recreation Department
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Due: upon receipt of invoice



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2023

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 Jason Templeton State Farm 923 Bankhead Hwy Carrollton GA 30117		CONTACT NAME: Mia Willard PHONE (A/C, No, Ext): 770-832-0606 FAX (A/C, No): 678-245-4557 E-MAIL ADDRESS:	
INSURED Play It Safe Playground 4738 Chamblee Dunwoody Rd Atlanta GA 30338		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Farm Fire and Casualty Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 25143	

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	91-J4-S895-8	04/28/2023	04/28/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$						
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:							
AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>							COMBINED SINGLE LIMIT (Ea accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							EACH OCCURRENCE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

© 1988-2015 ACORD CORPORATION. All rights reserved.



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:

www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm

(There is no conference scheduled for this procurement)

Questions must be directed to

City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: ___ FastTrac Telecom Group _____

Contact Name: ___ Bill Livingston _____

Address: ___ 1721-A McCoba Dr Smyrna GA 30080 _____

Telephone: ___ 404-597-6591 _____ Facsimile: _____

Email: ___ bill.livingston@fastractelecom.com _____

Submit Qualifications to:
 City of Dunwoody Purchasing Office
 4800 Ashford Dunwoody Road
 Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature Bill Livingston Date f11/10/23
 Print/Type Name Bill Livingston CEO
 Print/Type Company Name Here Fastrac Telecom Group

TABLE OF CONTENTS

<u>Topic</u>	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Qualifications	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Qualifications	3.2
Submission of Qualifications	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFQ Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

APPENDICES:

Sample Contract Agreement

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select qualified contractors from the trades for standby services as required in City facilities. Bidders shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be for a multi-year period beginning approximately **January 1, 2024**, through **December 31, 2024**. The initial term of this Agreement shall be through **December 31, 2024**. This Agreement shall terminate absolutely and without further obligation on the part of the City on **December 31** of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on **December 31, 2026**.

1.2 Basic Guidelines for This Request for Qualifications

Competitive sealed Qualifications shall be submitted in response hereto. All Qualifications submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Purchasing Policy, these instructions, and specifications.

Qualifications shall be presented in a sealed opaque envelope with the bid number and name RFQ 23-05 Standby Skilled Trade Contractors clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of two (2) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive.

The Qualifications shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFQ). Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all Qualifications submitted in response to this request.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, and loan, offer of employment or other services or property of value in connection with this RFQ. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. **All questions concerning this RFQ must be submitted in writing to purchasing at purchasing@dunwoodyga.gov no later than November 15, 2023, 5:00 pm. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.**

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Dunwoody has established certain requirements with respect to Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The trades for standby services include:

1. Carpenter/general construction
2. Sheetrock installation and repair
3. Interior finish work
4. Interior demolition
5. Debris disposal
6. Electricians
7. Fire protection specialists
8. Painter, interior, exterior
9. HVAC, installation, repair, replacement, preventive maintenance
10. Rain gutters-cleaning gutter cover installation and replacement/repair
11. Window cleaning

12. Window repair and replacement
13. Plumber
14. Flooring installation, including but not limited to carpet, tile, lvt
15. Floor Refinishing (stripping, waxing of tile, refinishing hardwood, scrubbing ceramic tile)
16. Door hardware specialist capable of creating key schedules
17. Low Voltage (Data, Voice, Security, etc.).
18. Road and Parking Lot Striping
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
23. Landscaping, Landscape Construction, Sod Installation, Arboriculture/ Tree Protection
24. Turfplanting
25. Pest Control (rodent, insect, termite etc.)
26. Masonry,
27. Playground inspector
28. Playground repair
29. Siding installation, repair and replacement
30. Commercial pool, repair, replacement, preventive maintenance
31. Welding, metal fabrication.
32. Sielox Access Controls Specialist
33. Splash pad preventative maintenance, repair, replacement
34. water feature (stream, fountain, pond, etc.) preventative maintenance, repair, replacement
35. Pour n play playground surface installation and resurfacing/ resealing
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
40. Sign fabrication and installation
41. Artificial turf installation, repair, and replacement
42. Sports netting fabrication and installation (for baseball fields, soccer backstops, etc.)
43. Sports windscreen fabrication and installation (for baseball fields, tennis courts, etc.)
44. Skate Park construction, refinishing, renovation
45. Septic tank pumping, preventative maintenance, repair, renovation, replacement
46. Grease trap pumping, preventative maintenance, repair, renovation, replacement
47. Backflow testing, repair, replacement
48. Surface and building pressure wash cleaning
49. Sand/ media blasting
50. Elevator preventative maintenance, repair
51. Carpet cleaning

Bidders are requested to submit qualifications, references, and rates for the purpose of being awarded a standby contract for their respective trade. As projects arise, the project manager will contact the highest rated proposal in each required trade for contractor commitment to the project and timeline. If the highest rated proposal in a given trade is unable to commit to the project and timeline, then the next highest rate proposal in that trade is contacted until the project has full commitments by contractors in all trades required.

At project initiation, each contractor shall be apprised of the project requirements and be required to submit a list of materials and quantities needed to the project manager. When able, the City will provide all the construction and renovation materials and supplies as submitted and agreed upon. When unable the City will rely on the trade contractor to provide the construction and renovation materials and supplies as submitted and agreed upon. Each contractor shall be responsible for providing all necessary tools, equipment, safety gear and signage, labor, and insurance for his respective trade for each project. Contractor shall also coordinate with the project manager as to the appropriate number and type of personnel required, number of estimated hours anticipated and a timeline for his project assignment.

The project manager shall instruct contractors to minimize noise and to limit disruption of City employees' work at the site, as well as to building access, usage of passenger elevators, use of parking lots and loading dock areas, and proper attire and actions. Offending persons will be dismissed immediately from the site and project.

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

The City will waive any permitting fees required, but it is the contractor's responsibility to acquire them as needed.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Requested Proposal Format/Presentation

In order to secure information in a form which will ensure that Qualifications can be properly evaluated, you are asked to submit your proposal in the format listed below.

To be qualified in your respective trade, your company must have been in business for a minimum of ten (5) years. The supervisor assigned to the contract must have been working at his trade for a minimum of five (3) years and laborers for at least two (1) years.

The Contractor shall submit WITH THE BID the following information supporting their qualifications:

1. Indicate the construction or renovation trade for standby services for which the Statement of Qualifications pertain. See Section 2.2 for trades list. Listing a trade not on the list shall be cause for rejection of the SOQ.
2. Copy of business license and proof of being in business at least ten (5) years.
3. Name and telephone number of the Contractor's designated contact.
4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) laborer or technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.
5. A reference list of three (3) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.
6. Salary Rate Schedule for industry-trained and certified supervisors and laborers. Include regular or standard rates, for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. These rates shall be the determinant factor in ranking qualified firms. Also, provide premium or overtime rates for the hours outside of regular or standard. Note: Most work will be attempted to be accomplished during regular working hours.
7. A list of equipment and hourly rates for individual trades not provided under the general labor costs.
8. Percentage mark-up, above cost, for construction and renovation materials and supplies when required to provide when the City is unable.
9. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

STATEMENT SUBMISSION AND EVALUATION

Economy of Presentation:

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about **January 1, 2024**. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company FastTrac Telecom Group

Name Bill Livingston
Authorized Signature

Name Bill Livingston 11/10/23
Print Name Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation Bill Livingston 11/10/23
Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name FastTrac Telecom Group

Federal Tax ID 92-2088806

Address 1721-A McCoba Dr Smyrna, GA 30080

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature Bill Livingston

Printed Name Bill Livingston

Telephone Number 404-597-6591 Fax Number _____

Email bill.livingston@fastractelcom.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: Fiberlight LLC

ADDRESS: 3000 Summit Place Suite 200 Alpharetta Ga

CONTACT PERSON: Cameron Foskey

PHONE NO.: 678-644-2758

E-MAIL: Cameron.Foskey@fiberlight.com

2. COMPANY NAME: Crown Castle

ADDRESS: 8000 Avalon BLVD Alpharetta GA 30009

CONTACT PERSON: John Streck

PHONE NO.: 678-283-7916

E-MAIL: John.streck@crowncastle.com

3. COMPANY NAME: Crown Castle

ADDRESS: 8000 Avalon BLVD Alpharetta GA 30009

CONTACT PERSON: Venesia Horne

PHONE NO: 678-495-7737

E-MAIL: Venesia.Horne@crowncastle.com

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Dunwoody that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Qualifications are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Qualifications.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Qualifications and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Qualifications unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).

SAMPLE CONTRACT AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES

This **CONTRACT** made and entered into this ____ day of _____, 2023 by and between the City of Dunwoody, (Party of the First Part, hereinafter called the "City"), and _____ (Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

The services to be performed under this Contract shall commence on_____. This Contract shall terminate absolutely and without further obligation on the part of the City on **December 31, 2026**.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the Contract documents:

- Exhibit A: General Conditions
- Exhibit B: Scope of Services
- Exhibit C: Fee
- Exhibit D: Response to RFQ **23-05**
- Exhibit E: Request for Statement of Qualifications, RFQ **23-05**
- Exhibit F: Contractor’s Affidavit and Agreement
- Exhibit G: Drug Free Workplace
- Exhibit H: Purchasing Policy Addendum

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform the services in accordance with the Contract Documents (the “work”).

4. PRICE:

The Service Provider agrees to charge the amount reflected in Exhibit A.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. ---General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without

prejudice to any of the City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Dunwoody, GEORGIA

By: _____
Mayor
City of Dunwoody, Georgia

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SERVICE PROVIDER:

BY: Bill Livingston
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

Exhibit A**GENERAL CONDITIONS****1. SCOPE OF WORK**

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

- 2.1 The Service Provider shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Dunwoody's Financial Management and Purchasing Policies.

3. [INTENTIONALLY OMITTED]**4. SERVICE PROVIDER'S PERSONNEL**

- 4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of

the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.

- 4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 [INTENTIONALLY OMITTED]
- 4.10 [INTENTIONALLY OMITTED]

5. **TOOLS AND EQUIPMENT**

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. **PERFORMANCE REQUIREMENTS**

- 6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Dunwoody regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all

products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Service Provider shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Service Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.
- 10.2 The City shall pay the Service Provider the price as set forth within 30 days after completion of the services for the previous month, or 30 days after the City's receipt of the invoice for the month, whichever is later. The Service Provider shall invoice the City for the implementation services that

were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.

- 10.3 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 10.4 The Service Provider shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 10.5 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 10.6 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Service Provider hereunder.
- 10.7 The Service Provider shall submit all invoices to: City of Dunwoody, GA, Accounts Payable; 4800 Ashford Dunwoody Road, Dunwoody, GA 30338.
- 10.8 The Service Provider will agree to comply with the City of Dunwoody's Financial Policies and Purchasing Policy, to the extent applicable.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

- 11.4 **Compliance with Sex Offender Laws.** Contractor acknowledges that pursuant to state law, any person listed on the Georgia Sexual Offender Registry maintained by the Georgia Bureau of Investigation (the "Registry") is prohibited from being within 1,000 feet of school property. Contractor further acknowledges and represents that any and all contractors, subcontractors, sub-subcontractors or others performing any work (or any portion thereof) on behalf of Contractor hereunder shall be obligated pursuant to their respective contracts with Contractor to comply with all relevant laws, rules and regulations, including without limitation, the aforementioned state law, in the performance of the work, and to ensure compliance by any and all of its subcontractors with, the relevant sex offender laws now or hereinafter in effect in the State of Georgia.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the City or the Service Provider by any other federal, state, or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Service Provider shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interests, and to

reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the forgoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation, or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the

work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

- 13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance
- 13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:
- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and
 - (2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.
- 13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.
- 13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

- 13.7.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.
- 13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.
- 13.7.4 Health Insurance. Not applicable.
- 13.7.5 Garage Liability Insurance. Not applicable.
- 13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.
- 13.7.7 Crime Coverage. Not applicable.
- 13.7.8 Pollution Liability Insurance. Not applicable.
- 13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Service Provider pay the deductible prior to its insurer's payment of the claim.
- 13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider's execution of the Contract. The Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's

self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 14.1 A surety Bond/Letter of Credit is not required for this Contract.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions, or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. [INTENTIONALLY DELETED].

17. DEFAULT AND TERMINATION

17.1 In the event that:

- 17.1.1 the Service Provider shall fail to keep, perform, or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 17.1.2 the Service Provider shall fail to keep, perform, or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 17.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall

in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 17.3 Bankruptcy and Liquidation - In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.
 - (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.
 - (iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the

City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation, or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

- 20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Service Provider

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

21.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

21.1.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

21.1.6 Incorporation of Provisions. The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of

materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

- 21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

- 23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Proposal Forms, and (vi) the Request.
- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions, or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged

therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

- 23.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this

Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

- 23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 23.12 The Service Provider shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 23.16 The Service Provider and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions

of the Service Provider and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or a third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination, or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

- 23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Service Provider or any governmental agency resulting from the purchase by that agency of products and/or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

- 24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, including the content of any

specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

***** END OF GENERAL CONDITIONS *****

SAMPLE

Solicitation No. _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating 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.

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

E-Verify * User Identification Number

Company Name _____

BY: Authorized Officer or Agent Date
(Contractor Signature)

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 _____, 2023

Notary Public

My Commission Expires: _____

As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" 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).



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:

www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm

(There is no conference scheduled for this procurement)

Questions must be directed to

City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: Capital City Electrical Services, LLC _____

Contact Name: Jim Johnson _____

Address: 1346 Oakbrook Dr., Suite 170A, Norcross, GA 30093 _____

Telephone: 770-821-6099 _____ Facsimile: _____

Email: jim.johnson@ccelect.com _____

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

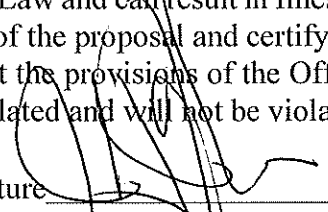
It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 11-9-23
Print/Type Name: James H Johnson
Print/Type Company Name Here: Capital City Electrical Services, LLC




November 9, 2023

Re: RFQ 23-05 Standby Skilled Trade Contractors

- 1. Capital City Electrical Services, LLC is hereby submitting qualifications for "Standby Skilled Trades Contractors" for the services of "Electricians", Section 2.2 (Scope of Work), Item #6.
- 2. Gwinnett Business License #2023196956 Exp. 3/21/24

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




2023
Not Transferable

Gwinnett County Licensing and Revenue
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	March 8, 2023	Certificate Number:	2023196956
Expires:	March 31, 2024	Fee:	\$13,770.53
Business Name:	CAPITAL CITY ELECTRICAL SERVICES LLC		
Description:	Electrical Contractors and Other Wiring Installation Contractors		



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

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

Capital City Electrical Services, LLC has been in business since 1/10/2006.

Business Name: CAPITAL CITY ELECTRICAL SERVICES, LLC Business Type: Domestic Limited Liability Company NAICS Code: Any legal purpose Principal Office Address: 1346 OAKBROOK DRIVE, SUITE 170A, NORCROSS, GA, 30093, USA State of Formation: Georgia	Control Number: 0604645 Business Status: Active/Compliance NAICS Sub Code: Date of Formation / Registration Date: 1/10/2006 Last Annual Registration Year: 2023
Registered Agent Name: Gerald Wartko Physical Address: 1346 Oakbrook Dr., #170A, Norcross, GA, 30093, USA County: Gwinnett	


- 3. Contractor's Designated Contact:
 Jim Johnson
 Account Manager
 404-429-4449 c
Jim.johnson@ccelect.com

CAPITAL CITY

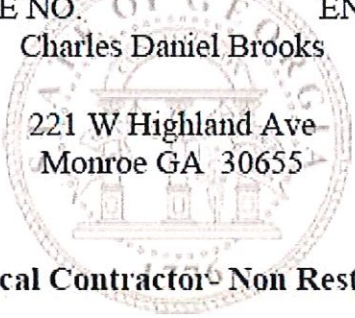
ELECTRICAL SERVICES LLC

4. List of trained personnel on staff:

President: Charlie Brooks
 Georgia Class II Electrical Contractor license #EN215767 exp. 6/30/24.
 Manages all aspects of the operational flow of the business from-sales, production, procurement, quality control, and customer follow up.



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. EN215767
Charles Daniel Brooks
 221 W Highland Ave
 Monroe GA 30655



Electrical Contractor - Non Restricted
EXP DATE - 06/30/2024 Status: Active
Issue Date: 12/03/2010

VP of Service: Charles Mitchel
 Georgia Class II Electrical Contractor license #EN214722 exp. 6/30/24.
 Manages service department to include-dispatchers, project managers, procurement, equipment, and safety programs.

Sales Manager: J Slick
 Oversees the daily production and activity of Account Managers.

Account Manager: Jim Johnson
 Georgia Class II Electrical Contractor license #EN212659 exp 6/30/24.
 Designated customer point of contact for issuance of work orders. Estimates quoted projects.



Service Project Manager: Justin King

Georgia Class II Electrical Contractor license #EN218254 exp. 6/30/24.

Receives information from Account Manager. Organizes technicians and materials for specified projects. Coordinates schedule with City of Dunwoody Project Manager. Manages performance of work and communicates with customer work status and progress.

Electrician/Technicians

Capital City has a very experienced electrical service technician staff. 80% of our service technicians have passed the Examination for an Electrical Non-Restricted License. Those lead technicians that have not obtained this license go through a rigorous process to obtain this license. One of Capital City's primary objectives is to have 100% of our service technicians to be licensed.

Typical Service Technicians Qualifications

- Minimum 10 years' experience with the majority holding a Georgia Non-Restricted Master's License.
- Safety trained in the following areas:
 - Arc flash training, PPE Qualified
 - Aerial lift training
 - Fall protection training.
 - OSHA 10-hour training
 - Driver safety
 - Drug-Free Workplace
- Mandatory weekly toolbox talks (companywide)
- Mandatory monthly life safety training (companywide)

5. References:

The City of Dunwoody
 4800 Ashford Dunwoody Rd.
 Dunwoody, GA 30338
 Alan Beck
 678-382-6849

Alan.beck@dunwoodyga.gov

Capital City Electrical Services has been under contract with The City of Dunwoody for standby electrical service since 2021.

The City of Atlanta
 55 Trinity Ave
 Atlanta, GA 30303
 Vence Williams
 404-304-1752

vwilliams@atlantaga.gov

Capital City Electrical Services has been under contract with The City of Atlanta for on call electrical services since 2018. The total amount of the contract including 9 amendments over 5 years is \$4,988,135.00.



Fulton County Government
160 Pryor St.
Suite B4
Atlanta, GA 30303
Vijay Nair
404-285-7538
Vijay.nair@fultoncountyga.gov

Capital City Electrical Services has been under contract with Fulton County for on call electrical services since 2021 with recent renewal to 2025. Contract value to date \$200,000.00.

6. Rates:
Hourly Rate for normal working hours = \$65/hr.
Overtime rate 6pm-6am Monday-Friday and all day on weekends and holidays = \$97.50/hr.
7. Provide bucket truck = \$55/hr. Requires 2 technicians at normal labor rate. Equipment other than bucket truck provide at cost plus 15%.
8. Material provided at cost plus 15%
9. See attached certificate of insurance.



CAPICIT-02

RJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2022

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

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

PRODUCER Gregory & Appel Insurance 1402 N Capitol Suite 400 Indianapolis, IN 46202	CONTACT NAME: Rebekah Johnson PHONE (A/C, No, Ext): (317) 634-7491 FAX (A/C, No): E-MAIL ADDRESS: rjohnson@gregoryappel.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Depositors Insurance Company</td> <td></td> <td>42587</td> </tr> <tr> <td>INSURER B : AMCO</td> <td></td> <td>19100</td> </tr> <tr> <td>INSURER C : Accident Fund Insurance Company of America</td> <td></td> <td>10166</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Depositors Insurance Company		42587	INSURER B : AMCO		19100	INSURER C : Accident Fund Insurance Company of America		10166	INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A : Depositors Insurance Company		42587																			
INSURER B : AMCO		19100																			
INSURER C : Accident Fund Insurance Company of America		10166																			
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Capital City Electrical Services, LLC c/o Qmerit Field Services Co. Holdings, LLC 2 Venture, Ste 550 Irvine, CA 92618																					

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLDO3100395876	10/24/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 EBLI AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAPD3100395876	10/24/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea 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 type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CAA3100395876	10/24/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AFWCP100084978	10/24/2022	10/24/2023	<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

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

CERTIFICATE HOLDER Insured Informational Only	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 <i>Rebekah Johnson</i>

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about **January 1, 2024**. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company: Capital City Electrical Services, LLC _____

Name _____

Authorized Signature

Name: James H Johnson _____

Print Name

Date

11-9-23

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation _____

Signature

Date

11-9-23

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

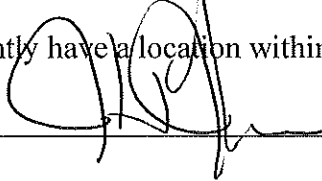
In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name: Capital City Electrical Services, LLC _____

Federal Tax ID: 20-4211301 _____

Address: 1346 Oakbrook Dr., Suite 170A, Norcross, GA 30093 _____

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature  _____

Printed Name: James H Johnson _____

Telephone Number: 770-821-6099 _____ Fax Number _____

Email: jim.johnson@ccelect.com _____

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: The City of Dunwoody _____

ADDRESS: 4800 Ashford Dunwoody Rd. Dunwoody GA 30338 _____

CONTACT PERSON: Alan Beck _____

PHONE NO.: 678-382-6849 _____

E-MAIL: alan.beck@dunwoodyga.gov _____

2. COMPANY NAME: The City of Atlanta _____

ADDRESS: 55 Trinity Ave, Atlanta, GA 30303_____

CONTACT PERSON: Vence Williams_____

PHONE NO.: 404-304-1752_____

E-MAIL: vwilliams@atlantaga.gov_____

3. COMPANY NAME: Fulton County _____

ADDRESS: 160 Pryor St. Suite B-4, Atlanta, GA 30303_____

CONTACT PERSON: Vijay Nair_____

PHONE NO: 404-285-7538_____

E-MAIL: vijay.nair@fultoncountyga.gov_____

4.0 TERMS AND CONDITIONS

4.1 RFQ Addenda

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 23-05

Standby Skilled Trade Contractors

QUALIFICATIONS DUE: November 30, 2023, 2:00 pm
Late Qualifications will be rejected and returned unopened.

Information concerning this solicitation may be found at:
www.dunwoodyga.gov

Deadline for Questions: November 15, 2023, 5:00pm
(There is no conference scheduled for this procurement)

Questions must be directed to
City of Dunwoody via e-mail: purchasing@dunwoodyga.gov

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

Instructions to Proposers

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated. Failure to sign and return Proposal Letter may cause rejection of the proposal.

Proposal of:

Company Name: United Maintenance, Inc.

Contact Name: Barrett Atkinson

Address: 3687 McElroy Road, Atlanta, GA 30340

Telephone: 678-910-7011 Facsimile: 770-455-9502

Email: batkinson@unitedmaintenance.com

Submit Qualifications to:
City of Dunwoody Purchasing Office
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ) for which prices have been set. The price or prices offered shall apply for the period of time stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Dunwoody Purchasing Policy as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all Qualifications, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of sixty (60) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature Barrett Atkinson Date 11/30/2023
Print/Type Name Barrett Atkinson
Print/Type Company Name Here United Maintenance, Inc.

TABLE OF CONTENTS

<u>Topic</u>	<u>Section Reference</u>
INTRODUCTION	1.0
Purpose of Procurement	1.1
Basic Guidelines for Request for Qualifications	1.2
Restrictions on Communications with Staff	1.3
DESCRIPTION OF REQUIREMENTS	2.0
Introduction	2.1
Scope of Work	2.2
PROPOSAL SUBMISSION AND EVALUATION	3.0
Presentation	3.1
Organization of Qualifications	3.2
Submission of Qualifications	3.3
Selection Criteria and Process	3.4
TERMS AND CONDITIONS	4.0
RFQ Addenda	4.1
Proposal Withdrawal	4.2
Contract	4.3
Payment for Services	4.4
Conflict of Interest	4.5
Confidentiality Requirements	4.6
Georgia Open Records Act	4.7
Policy on Drug-Free Workplace	4.8

APPENDICES:**Sample Contract Agreement**

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this Request for Qualifications (RFQ) is to select qualified contractors from the trades for standby services as required in City facilities. Bidders shall submit a Statement of Qualifications (SOQ) to the City which will be based on information provided herein. The term of contract shall be for a multi-year period beginning approximately **January 1, 2024**, through **December 31, 2024**. The initial term of this Agreement shall be through **December 31, 2024**. This Agreement shall terminate absolutely and without further obligation on the part of the City on **December 31** of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on **December 31, 2026**.

1.2 Basic Guidelines for This Request for Qualifications

Competitive sealed Qualifications shall be submitted in response hereto. All Qualifications submitted pursuant to this request shall be made in accordance with the provisions of the City of Dunwoody Purchasing Policy, these instructions, and specifications.

Qualifications shall be presented in a sealed opaque envelope with the bid number and name RFQ 23-05 Standby Skilled Trade Contractors clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL AND ONE (1) CD OR THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED. (Total of two (2) submittals) one (1) hard copy original signed, one (1) CD or Thumb drive.

The Qualifications shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFQ). Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation. The City of Dunwoody reserves the right to reject any and all Qualifications submitted in response to this request.

It shall be unethical for any Offeror to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, and loan, offer of employment or other services or property of value in connection with this RFQ. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of Offeror as an inducement for the award. For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror.

1.3 Restrictions on Communications with Staff

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City Staff except through the Contracting Officer named herein or as provided by existing work agreement(s). For violation of this provision, the City shall reserve the right to reject the proposal of the offending Offeror. **All questions concerning this RFQ must be submitted in writing to purchasing at purchasing@dunwoodyga.gov no later than November 15, 2023, 5:00 pm. No questions other than written will be accepted and all questions and responses will be posted to the Purchasing webpage shortly after the questions deadline. No response other than an official addendum shall be binding upon the City.**

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Introduction

The City of Dunwoody has established certain requirements with respect to Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will be cause for rejection of Offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

2.2 Scope of Work

The trades for standby services include:

1. Carpenter/general construction
2. Sheetrock installation and repair
3. Interior finish work
4. Interior demolition
5. Debris disposal
6. Electricians
7. Fire protection specialists
8. Painter, interior, exterior
9. HVAC, installation, repair, replacement, preventive maintenance
10. Rain gutters-cleaning gutter cover installation and replacement/repair
11. Window cleaning

12. Window repair and replacement
13. Plumber
14. Flooring installation, including but not limited to carpet, tile, lvt
15. Floor Refinishing (stripping, waxing of tile, refinishing hardwood, scrubbing ceramic tile)
16. Door hardware specialist capable of creating key schedules
17. Low Voltage (Data, Voice, Security, etc.).
18. Road and Parking Lot Striping
19. Tree Removal.
20. Concrete sealing, repair, replacement
21. Fence repair and installation
22. Roof repair and replacement
23. Landscaping, Landscape Construction, Sod Installation, Arboriculture/ Tree Protection
24. Turfplanting
25. Pest Control (rodent, insect, termite etc.)
26. Masonry,
27. Playground inspector
28. Playground repair
29. Siding installation, repair and replacement
30. Commercial pool, repair, replacement, preventive maintenance
31. Welding, metal fabrication.
32. Sielox Access Controls Specialist
33. Splash pad preventative maintenance, repair, replacement
34. water feature (stream, fountain, pond, etc.) preventative maintenance, repair, replacement
35. Pour n play playground surface installation and resurfacing/ resealing
36. Foundation repair and waterproofing
37. Crawlspace remediation
38. Mold and allergen testing
39. Surface drainage/ water runoff
40. Sign fabrication and installation
41. Artificial turf installation, repair, and replacement
42. Sports netting fabrication and installation (for baseball fields, soccer backstops, etc.)
43. Sports windscreen fabrication and installation (for baseball fields, tennis courts, etc.)
44. Skate Park construction, refinishing, renovation
45. Septic tank pumping, preventative maintenance, repair, renovation, replacement
46. Grease trap pumping, preventative maintenance, repair, renovation, replacement
47. Backflow testing, repair, replacement
48. Surface and building pressure wash cleaning
49. Sand/ media blasting
50. Elevator preventative maintenance, repair
51. Carpet cleaning

Bidders are requested to submit qualifications, references, and rates for the purpose of being awarded a standby contract for their respective trade. As projects arise, the project manager will contact the highest rated proposal in each required trade for contractor commitment to the project and timeline. If the highest rated proposal in a given trade is unable to commit to the project and timeline, then the next highest rate proposal in that trade is contacted until the project has full commitments by contractors in all trades required.

At project initiation, each contractor shall be apprised of the project requirements and be required to submit a list of materials and quantities needed to the project manager. When able, the City will provide all the construction and renovation materials and supplies as submitted and agreed upon. When unable the City will rely on the trade contractor to provide the construction and renovation materials and supplies as submitted and agreed upon. Each contractor shall be responsible for providing all necessary tools, equipment, safety gear and signage, labor, and insurance for his respective trade for each project. Contractor shall also coordinate with the project manager as to the appropriate number and type of personnel required, number of estimated hours anticipated and a timeline for his project assignment.

The project manager shall instruct contractors to minimize noise and to limit disruption of City employees' work at the site, as well as to building access, usage of passenger elevators, use of parking lots and loading dock areas, and proper attire and actions. Offending persons will be dismissed immediately from the site and project.

All work will be performed and completed to the complete satisfaction and acceptance of the owner. Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship and improper adjustment. Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any or all applicable permits or licenses to complete the described work.

The City will waive any permitting fees required, but it is the contractor's responsibility to acquire them as needed.

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Requested Proposal Format/Presentation

In order to secure information in a form which will ensure that Qualifications can be properly evaluated, you are asked to submit your proposal in the format listed below.

To be qualified in your respective trade, your company must have been in business for a minimum of ten (5) years. The supervisor assigned to the contract must have been working at his trade for a minimum of five (3) years and laborers for at least two (1) years.

The Contractor shall submit WITH THE BID the following information supporting their qualifications:

1. Indicate the construction or renovation trade for standby services for which the Statement of Qualifications pertain. See Section 2.2 for trades list. Listing a trade not on the list shall be cause for rejection of the SOQ.
2. Copy of business license and proof of being in business at least ten (5) years.
3. Name and telephone number of the Contractor's designated contact.
4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained and certified supervisor, and one (1) laborer or technician. Supervisor must be able to communicate verbally with the project manager. Include copies of certifications. All workers must be documented.
5. A reference list of three (3) similar projects successfully completed by contractor including contact name and telephone number, project dates, and project value.
6. Salary Rate Schedule for industry-trained and certified supervisors and laborers. Include regular or standard rates, for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. These rates shall be the determinant factor in ranking qualified firms. Also, provide premium or overtime rates for the hours outside of regular or standard. Note: Most work will be attempted to be accomplished during regular working hours.
7. A list of equipment and hourly rates for individual trades not provided under the general labor costs.
8. Percentage mark-up, above cost, for construction and renovation materials and supplies when required to provide when the City is unable.
9. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

STATEMENT SUBMISSION AND EVALUATION

Economy of Presentation:

SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of Offeror's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. To expedite the evaluation of statements, it is essential that Offerors follow the format and instructions contained herein.

All SOQs received will be reviewed by the Purchasing Manager to ensure that all administrative

requirements of the RFQ package have been met by the Offerors. Each SOQ will be reviewed to ensure that the Offeror submitted all information required in the RFQ and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All SOQ that meets the administrative requirements will then be turned over to the evaluation committee for further evaluation.

Evaluation Committee:

The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in RFQ Section 3.1, Contractor Qualifications. Discussions may be conducted by the City with responsible Offerors who submit SOQ determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

Award of Contract:

Awards of contract shall be made to the responsible Offerors in each trade who have successfully submitted an SOQ and been ranked by the Evaluation Committee taking into account all of the evaluation factors set forth in this RFQ. The City reserves the right to reject any and all SOQ submitted in response to this RFQ.

The following criteria will be weighed in evaluating the qualification of each Consultant:

Evaluation Scoring:

Experience 30%

References 30%

Qualifications 40%

STATEMENT OF QUALIFICATIONS

Work is to commence on or about **January 1, 2024**. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this statement of qualifications and proposal constitutes an offer, which when accepted in writing by the City of Dunwoody, and subject to the terms and conditions of

such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Name of Company United Maintenance, Inc.

Name *Barrett Atkinson*

Authorized Signature
Name Barrett Atkinson 11/30/2023

Print Name Date

It is understood and agreed that this statement of qualifications and proposal shall be valid and held open for a period of sixty (60) days from opening date.

Certification of Non-Collusion in Quote Preparation *[Signature]* 11/30/2023
Signature Date

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

RFQ 23-05

Standby Skilled Trade Contractors

In compliance with the attached specifications, the undersigned offers and agrees, within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name United Maintenance, Inc.

Federal Tax ID 58-1180608

Address 3687 McElroy Road, Atlanta, GA 30340

Does your company currently have a location within the City of Dunwoody? Yes No (circle one)

Representative Signature *Barrett Atkinson*

Printed Name Barrett Atkinson

Telephone Number 678-910-7011 Fax Number 770-455-9502

Email batkinson@unitedmaintenance.com

REFERENCES

List below customers for whom you have provided similar products or services.

1. COMPANY NAME: American Software

ADDRESS: 470 East Paces Ferry Road, Atlanta, GA 30350

CONTACT PERSON: Karl LaBrecque, Facilities & Building Manager

PHONE NO.: 404-623-4692 / 404-264-5414

E-MAIL: klabrecque@amssoftware.com

2. COMPANY NAME: C&W Contracting Services, Inc.

RFQ 23-05

Standby Skilled Trade Contractors

ADDRESS: 445 Manget St, Marietta, GA 30060CONTACT PERSON: Curtis Costley, CEOPHONE NO.: 678-412-0011E-MAIL: ccostley@cwcontracting.com3. COMPANY NAME: Ackerman Co.ADDRESS: 10 Glenlake Pkwy, South Tower, Suite 1000, Atlanta, GA 30328CONTACT PERSON: Jeff Sutton, Executive EngineerPHONE NO: 678-387-0048E-MAIL: jsutton@ackermanco.net**4.0 TERMS AND CONDITIONS****4.1 RFQ Addenda**

The City of Dunwoody reserves the right to addend the RFQ prior to the date of proposal submission. Addenda will be posted to the City of Dunwoody's website.

4.2 Proposal Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Purchasing Manager named herein. All such requests must be signed by a person authorized to sign for the Offeror. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for the proposal opening.

4.3 Contract

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within five (5) calendar days of notification, if not, this could

lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.

4.4 Payment for Services

The city will make payments to the successful Offeror on a monthly basis. Monthly invoices are required.

4.5 Conflict of Interest

If an Offeror has any existing client relationship(s) that involve the City of Dunwoody that would prevent objectivity, the Offeror must disclose such relationship(s).

4.6 Confidentiality Requirements

The staff members who are assigned by the successful Offeror to this project may be required to sign a departmental non-disclosure statement. Qualifications are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in Qualifications.

4.7 Georgia Open Records Act

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Qualifications and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor Qualifications unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City Attorney's sole discretion.

4.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the contractor certifying to the City that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. 50-24-1).



NOVEMBER 30, 2023

**RFQ Standby Skilled Trade Contractors for HVAC,
Installation, Repairs, & Replacement**

Responding Firm:

United Maintenance, Inc.
3687 McElroy Road
Atlanta, GA 30340
Office Phone: 770-455-1656
Fax: 770-455-9502

Contact:

Barrett Atkinson, Account Manager
Email: batkinson@unitedmaintenance.com
Cell: 678-910-7011
Office: 770-455-1656

Fees Charged

Admin Fee OTC
Construction

City of Doraville

3725 Park Ave
Doraville, GA 30340
(770) 451-8745
www.doravillega.us

License #: OCC23-1545

Date Issued: 01/23/2023

Invoice #: 00017152

Occupational Tax Certificate

DBA: UNITED MAINTENANCE, INC

Legal Business Name: UNITED MAINTENANCE, INC

Owner: R. PAT ROGERS/NANCY M. HARTER

Occupation Type: PlumbingHeatingand Air-Conditioning Contractors

NAICS Code: 238220

3687 MCELROY RD
DORAVILLE, GA 30340

Location

3687 MCELROY RD
DORAVILLE, GA 30340

Mailing Address

Expires: 12/31/2023

ANNUAL RENEWAL REQUIRED FOR ALL LICENSE TYPES


Authorized Signature

NON-TRANSFERABLE

MUST BE POSTED IN A VISIBLE LOCATION IN THE BUSINESS ESTABLISHMENT



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **UNITED MAINTENANCE, INC.** Control Number: **H401376**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **3687 McElroy Rd, Atlanta, GA, 30340, USA** Date of Formation / Registration Date: **2/19/1974**

State of Formation: **Georgia** Last Annual Registration Year: **2025**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Mark Cobb, A**

Physical Address: **219 East Washington Street, Thomasville, GA, 31792, USA**

County: **Thomas**

OFFICER INFORMATION

Name	Title	Business Address
Elizabeth Hardy	CFO	3687 McElroy Road, Atlanta, GA, 30340, USA
Nancy M Harter	CEO	3687 McElroy Road, Atlanta, GA, 30340, USA
R Pat Rogers	Secretary	3687 McElroy Road, Atlanta, GA, 30340, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
 Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19

[Report a Problem?](#)



3687 McElroy Road
Atlanta, Georgia 30340
Phone 770-455-1656
FAX 770-455-9502

November 30, 2023

To Whom It May Concern,

We are pleased to submit our response to the City of Dunwoody's RFQ 23-05, for Standby Skilled Trade Contractors for HVAC services.

United Maintenance, Inc. (UMI) is a Women Owned Business Enterprise (certification number WBE1902127) and an industry leader specializing in high quality HVAC design, installation, and services for clients in the commercial, industrial, manufacturing, institutional, healthcare, places of worship, banking, hospitality, education, government sectors, and mission critical data centers. Based in the Atlanta metro area since 1974, UMI has built a loyal client base due to our dedication to excellence and trust in providing reliable heating and cooling solutions at reasonable costs. From efficiency improvements to full design/build services, building automation, boiler installation, and service, UMI has the proven experience and expertise to get the job done right the first time.

UMI currently employs 111 people. We are proud to have the best, most experienced technicians in the industry on our team. Our mechanics average over 15 years' experience and many have been with UMI for over 20 years. With our in-house technical support group, averaging over 25 years with UMI and 30+ years in the industry, no system is too complex.

Nancy M. Harter is CEO, Elizabeth Hardy is CFO, R. Pat Rogers is Secretary. Additional team members consist of the following:

- Safety Officer
- Project Managers
- Install Technicians
- Service Managers
- Service Technicians
- Service Coordinators
- Construction Manager
- Project Coordinator
- Team of Estimators
- Accounts Payable
- Accounts Receivable
- Account Managers

In addition, United Boiler, LLC and United Building Automation, LLC are subsidiary companies of UMI and offer boiler and controls service and repairs.

We look forward to the opportunity to work with The City of Dunwoody. Thank you in advance for your time and consideration.

Respectfully,

Barrett Atkinson
Barrett Atkinson
Account Manager





3687 McElroy Road
Atlanta, Georgia 30340
Phone 770-455-1656
FAX 770-455-9502

UMI has two full-time Service Coordinators who schedule technicians for service calls and preventive maintenance. Technicians are routed using software designed to ensure the Technicians are trained for the City of Dunwoody’s needs. Technicians can be available to the City 24 hours a day, 7 days a week for HVAC repairs for all City building /facilities.

PLEASE NOTE: Regular Hours: 8:00 AM – 5:00 PM; overtime rates apply to time outside of these hours.

We have 48 full-time Service Technicians, 24 Installation Technicians, 7 Automated Controls Technicians, 11 Boiler Technicians, 4 Service Managers, and 3 Installation Project Managers. All Service Technicians are assigned Service Managers that stand ready with field information, factory warranty updates, and on-site help as needed. All team members have I-phones, Laptops, and I-pads that help move information to field technicians and increase productivity.

- UMI will provide ladders needed to access all HVAC units located at or near ceilings.
- UMI will properly dispose of any materials/equipment/supplies that have been removed and replaced. We understand the City does not have disposal facilities for these items.
- If determined replacement of equipment is needed, UMI will provide recommendations and quotes for the replacement equipment (to include, but not limited to, equipment, labor, installation of replacement equipment, and removal of old equipment) after notification to the City’s Facilities Supervisor. We acknowledge the Facilities Supervisor must provide approval prior to work being done.

Qualifications, Experience, References

Key Personnel:

- Project Lead: Barrett Atkinson, Account Manager
- Construction Manager: Eric McMahon
- Safety Officer & Service Manager: Kenny Adams
- Service Technician(s): Lead Technician will be Andrew Munday. Additional technicians will be assigned as needed based upon the schedule.
- Service Coordinator: Isabella Bordianu
- PM Contract Coordinator: Kimberly Nied-Watson
- Install Project Manager: Eduardo Arvizu
- Invoicing Contact: Accounts Receivable Team: ar@unitedmaintenance.com

Experience:

- Barrett Atkinson, Account Manager – 24 years of HVAC experience in Service, Installation, Design, Estimator, Sales, Management.
- Eric McMahon – Eric has worked with UMI for 11 years and has 23 years of HVAC experience to include installation, design, service, repair, and estimating.
- Kenny Adams – Kenny has work at UMI for over 30 years and has over 35 years of HVAC experience. Kenny provides safety training for new hires to include PPE, ladder safety, LOTO, fall protection, etc. Kenny dual hats as a safety officer and service manager. As a service manager,





3687 McElroy Road
 Atlanta, Georgia 30340
 Phone 770-455-1656
 FAX 770-455-9502

Kenny manages, and schedules service calls and coordinates job set up for the technicians and manages service calls.

- Isabella Bordianu – Isabella has been with UMI for 2 years as a Service Coordinator. Isabella works with the Service Technicians and Managers and coordinates scheduling calls, preventative maintenance, and jobs.
- Kimberly Nied-Watson – Kimberly is a PM Contracts Coordinator and has been with UMI for 4 years. Kim processes all contracts, billing set up, and PM site visits.

UMI is located in North Metro Atlanta. With our proven track record and our experience servicing critical mission facilities, our Team will provide the ultimate professional service for the City of Dunwoody. We will work hand in hand with the City of Dunwoody's staff to ensure a schedule based on their needs.

References

Reference 1:

American Software is a secure facility located in Buckhead, Georgia. The building was built in the mid-1950's as a data center for the world. UMI has worked at American Software for over 16 years. UMI provides a fulltime Maintenance Technician who provides preventative maintenance and repair services for this facility. UMI has helped redesign and refit the 7-story building from total pneumatic controls to a total automated zone system, complete with a front-end and off-site access portal. As part of updating the energy standard of the building, the (2) 100-ton chillers were replaced with new cooling towers and complete staged boiler systems. The most recent project was the 6th-floor renovations. All ductwork was removed and replaced with exposed spiral ductwork all handlers were rebuilt and further added modulating water valves to increase total building energy standards.

Contact:

Karl LaBrecque, Facilities & Building Manager
 American Software
 Direct Phone Number: 404-623-4692
 Office Phone Number: 404-264-5414

Reference 2:

C&W Contracting Service, Inc. - UMI has worked with C&W many years respectfully and has completed work at multiple sites. Most recently, UMI completed a surgery center buildout for C&W. Axion Spine & Neurology located at 4100 Old Milton Parkway, Alpharetta, GA. Work included critical humidity controls, demo, installation of new structural steel, furnished and installed split systems, piping, ductwork, fire dampers, intake louvers, exhaust fans, concrete pads, diffusers, grilles, and in-house automation controls systems.

Contact:

Curtis Costley, CEO
 C&W Contracting Service, Inc
 Phone: 678-412-0011





3687 McElroy Road
Atlanta, Georgia 30340
Phone 770-455-1656
FAX 770-455-9502

Reference 3:

Ackerman Co. - UMI has worked with Ackerman Co. for over 16 years completing service through preventative maintenance programs, equipment replacements and upgrades. UMI manages over 2.5 million square feet of class A, & B, Offices Buildings, Medical Facilities, retail, and industrial threew out of the state of Georgia for Ackerman, most recently, UMI completed a job to install chilled water valves, and VFDs from 3rd floor AHUs and installed all line voltage wiring and controls for Marietta Medical Building.

Contact:

Jeff Sutton, Executive Engineer
Ackerman Co.
Phone: 678-387-0048

Hourly Rates

HVAC Service Technician

Contract rate \$110 per hour (Regular Business Hours)
Contract rate \$165 per hour (All Overtime Hours)
Trip charge of \$95 per service call

HVAC Controls Technician (If applicable)

Controls contract rate \$125 per hour (Regular Business Hours)
Controls contract rate \$187.50 per hour (All Overtime Hours)
Trip charge of \$95 per service call

Boiler Specialty Department (If Applicable)

Boiler technician rate \$145 per hour (Regular Business Hours)
Boiler technician rate \$217.50 per hour (All Overtime Hours)
No trip charge but all travel will be charged per mile to service.

Percentage Mark-up

All materials needed will have a standard mark-up of 25%. All other parts and materials quoted for larger projects will be reflected on an individual basis.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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 Owen & Associates, LLC P.O. Box 1056 Marietta GA 30061	CONTACT NAME: Vanessa Owens PHONE (A/C, No, Ext): 770-422-0456 FAX (A/C, No): E-MAIL ADDRESS: vanessa@oains.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED United Maintenance, Inc. United Boiler, LLC United Building Automation, LLC 3687 McElroy Rd. Doraville GA 30340	UNITMAI-01	INSURER A : The Phoenix Insurance Company 25623
		INSURER B : Travelers Insurance 25887
		INSURER C : Travelers C&S America 31194
		INSURER D : Axis Insurance Co
		INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 526714816** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-8G26280A-PHX-23	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-8L316860-23-26-G	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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			CUP-3J474489-23-26	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	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	UB-0K41265A-23-26-G	3/1/2023	3/1/2024	<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
B D	Crime Prof/Poll Liab			105753837 CM004729-02-2023	3/1/2023 1/1/2023	3/1/2024 1/1/2024	Crime Claim/Agg 250,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Dunwoody, their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents are included as additional insured on the general liability and auto liability policies referenced herein on a primary and non-contributory basis as required by written contract. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER City of Dunwoody 4800 Ashford Dunwoody Rd Dunwoody GA 30338	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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

COMMERCIAL GENERAL LIABILITY

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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 ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

- (6) An aircraft that is:
 - (a) Chartered with a pilot to any insured;
 - (b) Not owned by any insured; and
 - (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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;

COMMERCIAL GENERAL LIABILITY

(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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

COMMERCIAL GENERAL LIABILITY

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

COMMERCIAL GENERAL LIABILITY

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

COMMERCIAL GENERAL LIABILITY

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

COMMERCIAL GENERAL LIABILITY

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A.

COMMERCIAL GENERAL LIABILITY

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the 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.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

COMMERCIAL GENERAL LIABILITY

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
- (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- 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;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

COMMERCIAL GENERAL LIABILITY

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 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.
- 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.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

COMMERCIAL GENERAL LIABILITY

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages A or B 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.

- (3) 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:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) 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.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "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.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

COMMERCIAL GENERAL LIABILITY

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) 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.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

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

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

COMMERCIAL GENERAL LIABILITY

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b.** The insurance provided to such additional insured does not apply to:
- (1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b)** Supervisory, inspection, architectural or engineering activities.
 - (2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c.** The additional insured must comply with the following duties:
- (1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a)** How, when and where the "occurrence" or offense took place;
 - (b)** The names and addresses of any injured persons and witnesses; and
 - (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2)** If a claim is made or "suit" is brought against the additional insured:
 - (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

CONTRACTOR AFFIDAVIT AND AGREEMENT

Solicitation No. RFQ 2305

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating 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.

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

365724
E-Verify * User Identification Number

Company Name United Maintenance, Inc.

Elizabeth B. Hardy
BY: Authorized Officer or Agent Date
(Contractor Signature)

CFO
Title of Authorized Officer or Agent of Contractor

Elizabeth H. Hardy
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30th DAY OF November, 2023

[Signature]
Notary Public
My Commission Expires: March 1, 2024

