

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Capital City Electrical Services, Inc.**

Contract No. **20ITB125775C-CG, Electrical On Call Maintenance Services
Countywide**

Address: **1346 Oakbrook Drive, Suite 170A**
City, State **Norcross, GA 30093**

Telephone: **(770) 821-6099**

E-mail: chriswcc@ccselect.com

Contact: **Chris Wells,
Senior Account Manager**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Capital City Electrical Services, Inc. to provide Electrical On Call Maintenance Services Countywide, dated January 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to authority to cover the costs for immediate replacement and installation of some damaged and malfunctioning electrical equipment at three Fulton County facilities: Dorothy Benson Senior Multipurpose Center, Central Maintenance Facility, and the North Fulton Service Center through December 31, 2023; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **November 1, 2023, BOC Item #23-0776.**

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective as of the 1st day of November 2023, between the County and Capital City Electrical Services, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To furnish all labor, materials, tools, equipment, and appurtenances necessary to provide immediate demolition

replacement and installation of one (1) electrical panel, one (1) in-ground PVC box and 15 new LED pole lights at the Dorothy Benson Senior Multipurpose Center located at 6500 Vernon Woods Dr., Sandy Springs, GA 30328; replacement and installation of one (1) electrical panel and circuit breaker at the Central Maintenance Facility located at 895 Marietta, Atlanta, GA 30318; and replacement and installation of 10 new exterior LED Mogul base retrofit lamps at the North Fulton Water Service located at 11575 Maxwell Rd. Alpharetta, GA 30009.

Costs Breakdown per Facility:

	County Facility	Project Description	Project Cost
1	Dorothy Benson Senior Multipurpose Center	Remove, furnish, and install one (1) new surface mounted nemal 400A panel 480V 3ph and demo the existing in-ground PVC box and replace with a new Quazite box	\$13,300.00
		Remove, furnish, and install 15 new 480V 150W LED pole lights, furnish and install one (1) new midget fuse holder and 5A fuse in bottom of pole	\$13,439.00
2	Central Maintenance Facility	Remove, furnish, and install one (1) new 42 circuit 277-480V complete surface mount electrical panel and furnish and install approximately 180 ft. of pipe and wire so units be connected to generator power	\$10,155.00
3	North Fulton Water Service	Remove, furnish, and install 10 new 95w LED Mogul base retrofit lamps	\$5,660.00
	Increase Total		\$42,554.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$43,000.00 (Forty-Three Thousand Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

CAPITAL CITY ELECTRICAL SERVICES, INC.

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Chris Wells

D4B98EA4844C484...

Chris Wells,
Senior Account Manager

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



DocuSigned by:

James H. Eason

Secretary
Assistant Secretary

(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

Patrick O' Connor

68048F0EDCEC451...

Office of the County Attorney

James H. Eason
Notary Public

APPROVED AS TO CONTENT:

County: Gwinnett

DocuSigned by:

Joseph N. Davis

B20354A88008422...

Joseph N. Davis, Director
Department of Real Estate and Asset Management

Commission Expires: 4/3/2025

(Affix Notary Seal)



ITEM#: _____	RCS: _____	ITEM#: 23-0776	RM: 11/1/2023
RECESS MEETING		REGULAR MEETING	



August 9, 2023

Customer: FC Gov
Contact: Billy Sims
Phone: 404-227-6559
Email: Billy.Sims@fultoncountyga.gov
Address: 6500 Vernon Woods Dr NE, Sandy Springs, GA 30328

Re: Damaged Panel and Quazite Replacement-quote# 11757

This proposal, including the attached General Terms and Conditions (“Proposal”), is for the labor, parts and/or materials (“Services”) necessary for Capital City Electrical Services, LLC (“Capital City”) to complete the following scope of work (“Scope”) that Capital City has proposed at the direction of [insert customer’s legal name] (“Customer”):

Scope of Work

- Furnish and install (1) new surface mounted nema1 400A panel 480V 3ph to replace the existing that has been burnt and damaged
- Demo the existing panel during a shutdown (Normal Hours)
- Demo the existing in-ground PVC box that is damaged and replace with a new Quazite box to allow for proper drainage

Price for Services (hereinafter “Contract Price”): 12,185

Alternate for After Hours = \$13,300

This is a confidential proposal between Capital City Electrical Services, LLC and (company name)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order (“Change Order”), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday (“Standard Hours”). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined (“Emergency Services”).



- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.
- Customer is responsible for ensuring Capital City’s employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- Permits (including permit fees)
- Inspections (including inspection fees)

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$_____0_____.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a three (3) year warranty on labor and materials, excluding lamps.

Payment terms: DUE UPON RECIEPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Chris Wells 8/9/23

Print Name: _____

Senior Account Manager/Estimator

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of three (3) years from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.



10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (e.g. manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.



d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.

17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The



singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.



September 16, 2023

Customer: FC Gov
Contact: Billy SIMS
Address: 6500 Vernon Woods Dr NE, Sandy Springs, GA 30328

Re: Dorothy Benson-Pole Lights-Quote# 12029

Scope of Work

- Furnish and install (15) new 480V 150W LED heads with direct to pole mounts
- Furnish and install (1) new midget fuse holder and 5A fuse in the bottom of the pole for electrical protection
- Remove and properly dispose of the existing (15) heads per the EPA
- Lift, disposal and recycle included in price

Price for Services (hereinafter “Contract Price”): \$13,575 – 1% = \$13,439

This is a confidential proposal between Capital City Electrical Services, LLC and (FC Gov.)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order (“Change Order”), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
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- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.



- Customer is responsible for ensuring Capital City’s employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- Permits (including permit fees)
- Inspections (including inspection fees)

The offer of the Contract Price is valid for Seven (7) days from the date of this Proposal. This is due to global manufacturers’ pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$ 0 .

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a three (3) year warranty on labor and materials, excluding lamps.

Payment terms: DUE UPON RECIEPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Chris Wells 09/16/23

Senior Account Manager/Estimator

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

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3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of three (3) years from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.



10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (e.g. manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.



d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.

17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The



singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.



August 9, 2023

Customer: FC Gov
Contact: Billy Sims

Re: Central maintenance Panel and branch circuit- Quote# 2235

This proposal, including the attached General Terms and Conditions (“Proposal”), is for the labor, parts and/or materials (“Services”) necessary for Capital City Electrical Services, LLC (“Capital City”) to complete the following scope of work (“Scope”) that Capital City has proposed at the direction of (“Customer”):

Scope of Work

- Demo and properly dispose of the existing 480V panel IELP that is too small and outdated
- Furnish and install (1) new 42 circuit 277-480V complete surface mount panel to replace the existing with 1-70A 3p, 1-20A-3p, 1-30A-3p and 12-20A-1p breakers
- Furnish and install Approx. 180 ft of pipe and wire to get the units requested so they will be on generator power

Price for Services (hereinafter “Contract Price”): \$10,155

This is a confidential proposal between Capital City Electrical Services, LLC and (company name)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order (“Change Order”), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday (“Standard Hours”). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined (“Emergency Services”).
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (*i.e.* nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish



Emergency Services may vary depending on the type and severity of emergency. Capital City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.

- Customer is responsible for ensuring Capital City’s employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- This proposal is based on normal soil conditions of 2000/PFS and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil conditions, buried debris, or excessive mud. Execution of such excavation shall be through a Change Order in addition to any existing contract or agreement.

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$0 unless requested specifically.

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a ONE (1) year warranty on labor and manufacturer’s warranty on all materials, excluding lamps.

Payment terms: DUE UPON RECEIPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Chris Wells 08/09/23
Senior Account Manager/Estimator

Print Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees, and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of one (1) year warranty on labor and manufacturer's warranty on all materials, excluding lamps from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR



MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (*e.g.* manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer



shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.

d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (*e.g.* interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.



17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.



August 9, 2023

Customer: FC Gov.
Contact: Billy Sims Phone: 404-227-6559
Email: Billy.Sims@fultoncountygga.gov
Address: 11575 Maxwell Rd, Alpharetta, GA 30009

Re: North Fulton Water Services-Exterior Lamps-Quote# 2207

This proposal, including the attached General Terms and Conditions (“Proposal”), is for the labor, parts and/or materials (“Services”) necessary for Capital City Electrical Services, LLC (“Capital City”) to complete the following scope of work (“Scope”) that Capital City has proposed at the direction of [insert customer’s legal name] (“Customer”):

Scope of Work

- Demo and properly dispose of the (10) 400W MH lamps per the EPA standards
- Furnish and install (10) new 95w LED Mogul base retrofit lamps on the existing poles that are not functioning
- Bucket truck with 2 men per OSHA standards included

Price for Services (hereinafter “Contract Price”): \$5660

This is a confidential proposal between Capital City Electrical Services, LLC and (FC Gov.)

Limitations

- **The Contract Price is ONLY for those Services expressly stated in the Scope, and Capital City shall only furnish those Services to Customer. If Customer requests any changes to the the Services, whether additional Services or reduced Services, or any change in the Scope, all such changes shall require a written change order (“Change Order”), approved, in writing, by both Customer and Capital City. VERBAL APPROVALS FOR ANY CHANGES TO THE SCOPE OR ANY OF THE SERVICES EXPRESSLY STATED THEREIN SHALL NOT BE ACCEPTED OR ENFORCEABLE. Any additions to the Services expressly stated in the Scope shall be subject to separate, increased pricing.**
- The Contract Price is based on Services furnished during regular business hours, 9:00 AM to 5:00 PM Monday through Friday (“Standard Hours”). Any Services requested outside of Standard Hours shall be subject to separate, increased pricing, and shall require a written Change Order, approved, in writing by both Customer and Capital City. VERBAL APPROVALS FOR SERVICES OUTSIDE STANDARD HOURS SHALL NOT BE ACCEPTED OR ENFORCEABLE. The sole exception being in the event of an emergency, as later defined (“Emergency Services”).
- Emergency Services shall be billed to Customer as an additional charge. Emergency Services furnished during Standard Hours shall be billed at a two (2) hour minimum for labor, plus the cost of parts and/or materials. Emergency Services furnished outside of Standard Hours (i.e. nights and weekends) shall be billed at a three (3) hour minimum for labor, plus the cost of parts and/or materials. The labor necessary to furnish Emergency Services may vary depending on the type and severity of emergency. Capital



City, in its sole but reasonable discretion, shall determine the number of employees and/or subcontractors necessary to furnish any Emergency Services.

- Customer is responsible for ensuring Capital City’s employees and subcontractors have access to the Premises.

Exclusions

- Engineered drawings.
- Permits (including permit fees)
- Inspections (including inspection fees)
- This proposal is based on normal soil conditions of 2000/PFS and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil conditions, buried debris, or excessive mud. Execution of such excavation shall be through a Change Order in addition to any existing contract or agreement.

The offer of the Contract Price is valid for seven (7) days from the date of this Proposal. This is due to global manufacturers pricing increases. A deposit of fifty percent (50%) of the Contract Price is required prior to Capital City furnishing any Service, with the balance due upon completion. The amount of the deposit shall be \$ 0 .

All Services shall be completed in a workman like manner and in accordance with state, local and national codes. All Services shall carry a ONE (1) year warranty on labor and manufacturer’s warranty on all materials, excluding lamps.

Payment terms: DUE UPON RECEIPT OF INVOICE.

By your signature below, you are consenting to the Scope and the Services set forth in this Proposal, and you are further consenting to the Terms and Conditions attached hereto and expressly incorporated into this Proposal.

Accepted By:

Capital City Electrical Services, LLC

Chris Wells 07/07/23

Print Name: _____

Senior Account Manager/Estimator

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. Definitions: “Capital City,” “we,” “us” and “our” shall refer to Capital City Electrical Services, LLC, its agents, employees and officers. “Customer,” “you” and “your” shall refer to the Customer identified in the Proposal. Capital City and Customer may be referred to collectively as “parties” or individually as a “party.” The term “person” shall mean any natural person, corporation, limited liability company, partnership, or any other entity. “Services” or “Service” shall have the meaning and shall be limited to those items expressly set forth above in the Scope of this Proposal and in any Change Order. The term “Premises” shall mean the real property where Customer’s place of business is located, regardless of Customer’s interest therein (*e.g.* owner, tenant, etc.). “Terms” shall mean and refer to these General Terms and Conditions. “Agreement” shall mean and refer to the Proposal and these attached Terms.

2. Authority to Authorize Services: Customer warrants that Customer has the legal authority to engage Capital City to furnish the Services set forth in the Scope. Customer further warrants, acknowledges, and agrees that the individual whose name appears on this Proposal is, in fact, authorized to bind Customer to the Proposal these Terms. If Customer’s interest in the Premises is other than that of an owner in fee simple, within two (2) business days of the date of this Proposal, Customer shall provide Capital City with the name of the owner of the Premises and any other person having a superior interest in the Premises to that of Customer.

3. Scope of Work: The Services shall be limited to those set forth in the Scope and governed according to these Terms. Any alteration to the Scope will result in an adjustment to the Contract Price, depending on whether there are additions to or reductions in the Services. Unless specifically stated otherwise in the Scope, Capital City shall not remove, replace, or alter any part of the building structure, including, but not limited to acoustical ceiling tiles, nor shall Capital City move any of Customer’s equipment, furniture, supplies, or other items located on or in the Premises when furnishing the Services.

4. Exclusions to Scope: The following are specifically excluded from the Scope and the Contract Price, and Capital City shall have no obligation to provide any of the following, unless specifically included in the Scope, the Services, and the Contract Price: engineered drawings, schematics, architectural drawings, permit applications and/or permit fees, and inspections and/or inspection fees.

5. Subcontractors: Capital City reserves the right to engage the services of subcontractors as part of Capital City’s obligations to furnish the Services. Subcontractors furnishing Services at Capital City’s direction shall not have the authority to consent to any changes in the Services or the Scope, including, but not limited to, consenting to Change Orders, adding or deleting Services, or consenting to furnishing Services outside of Standard Hours for any reason whatsoever, including Emergency Services. Any attempt by Customer to arrange for any subcontractor to furnish any Service other than as expressly stated herein shall be grounds for Capital City to terminate this Agreement for cause (as later defined), and Customer shall be liable to Capital City for all costs and expenses associated therewith, including, but not limited to, reasonable attorneys’ fees actually incurred.

6. Contract: Capital City offers to furnish the Services pursuant to the Scope and these Terms. Customer shall indicate its acceptance of this offer by executing and returning this Proposal to



Capital City. Capital City Electrical shall not be obligated to commence the Services in any manner until Customer has executed and returned this Proposal to Capital City *and* Customer has paid Capital City the amount of the deposit referenced in this Proposal.

7. Compensation, Invoicing, And Payment: All invoices shall be due and payable within thirty (30) days following the date of the invoice. Any invoice not paid within thirty (30) days from the date of that invoice will be subject to interest at the rate of one-and-one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less. Any invoice remaining unpaid sixty (60) days from the date of that invoice shall be subject to an additional charge of five hundred dollars (\$500.00) for attorneys' fees associated with filing a mechanics' lien ("Lien Fees").

8. Warranty:

a. Services - Capital City warrants the Services, including parts and materials, to be free from defects in the workmanship for a period of One (1) year from the date of completion of all Services furnished under the Scope of Work ("Warranty Term").

b. Remedy - Customer shall be responsible for timely notifying Capital City of any potential warranty claim and shall provide Capital City an opportunity to inspect the work within two (2) business days of Customer first discovering any potential warranty claim. Should Capital City discover any defect in the Services with respect to manufacturing or installation, then, in the event of a defective part or material, Capital City shall, at its option, repair or replace the defective part or material. In the event of defective installation or workmanship, Capital City shall correct such installation or workmanship.

c. Limitations - This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if any failure or other malfunction or degradation is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the Warranty Term. This warranty is further conditioned upon Customer providing Capital City with timely notification of any potential warranty claims, as failure of Customer to so notify Capital City may result in further failure or other further malfunction or degradation. Within two (2) business days of Customer first discovering any potential warranty claim, Customer shall notify Capital City of such potential warranty claim and provide Capital City an opportunity to inspect the work. All potential warranty claims shall be received by Capital City within the Warranty Term in order to be considered under this warranty. Capital City shall not be liable for any warranty claims for which Capital City receives notification either after two (2) business days of Customer first discovering any potential warranty claim or if Capital City is first notified of any potential warranty claim outside of the Warranty Term. THESE EXPRESS WARRANTIES ARE GIVEN BY CAPITAL CITY AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER REMEDIES, IMPLIED WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL CAPITAL CITY, ITS AGENTS, OR ITS EMPLOYEES BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY: LOSS OF REVENUE OR PROFIT; LOSS OF OPERATING TIME OR LOSS OF, OR REDUCTION IN USE OF, ANY FACILITIES OR ANY PORTION THEREOF; INCREASED EXPENSE OF OPERATION OR MAINTENANCE, OR REPLACEMENT PRODUCTS; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.



10. Delay: Capital City shall not be liable to Customer for any delay in furnishing Services or any loss, cost, or damage arising therefrom, or Capital City's inability to furnish Services, caused by any force majeure occurrence ("Force Majeure"), including, but not limited to, acts of God; compliance with any order, decree, or request of any governmental authority; civil unrest; sabotage; fire; flood; explosion; accident; delays in transportation; strike; inability to obtain necessary material or equipment from normal sources of supply; failure or unavailability of adequate sewer, water, electricity, gas or any utility services. In addition to any Force Majeure, Capital City shall not be liable to Customer for any delay in furnishing any Service due to interference by Customer; the failure of Customer to perform Customer's responsibilities under the Terms of this Proposal; or any other cause not within the control of Capital City and which, by the exercise of reasonable diligence, Capital City is unable to prevent. Upon the occurrence of any such delay, any estimated time for completion of the Services shall be extended for a period reasonably necessary to complete the Services, considering the nature of such occurrence.

11. Termination:

a. Substitute Services – If, following commercially reasonable efforts, Capital City is unable to furnish any parts, materials or equipment, or acquire technical data (e.g. manufacturers' installation instructions, wiring schematics, incompatible components, etc.) required to furnish any Service, following written notice to Customer, Capital City may, in its sole, but reasonable discretion, either cancel that item or portion of the Services or substitute suitable parts, materials, equipment and/or technical data of equal quality and/or quantity ("Substitute Services"), provided that all Substitute Services meet Customer's needs according to the Scope. In the event any Substitute Services result in a lower cost than the Services that are being substituted, Capital City shall adjust the Contract Price accordingly, and such adjustment shall be reflected on the final invoice. However, in the event that the Substitute Services would result in an increase in the Contract Price, Capital City shall notify Customer of the increase, and, in such event, if Customer elects to proceed with the Substitute Services, Customer and Capital City shall execute a Change Order reflecting Substitute Services and the increase in the Contract Price.

b. Convenience – If the Substitute Services will result in an increase in the Contract Price, and Customer declines to pay the increase in the Contract Price, then either party may terminate this Agreement upon written notice to the other party ("Termination for Convenience"). In the event of a Termination for Convenience, Capital City shall furnish all remaining Services that are practicable and submit a final invoice to Customer reflecting any reduction in the Contract Price. Customer agrees, consents, and understands that no refund in any amount whatsoever shall be due to Customer in the event of a Termination for Convenience.

c. Cause – Capital City may terminate this Agreement for cause by giving written notice of such termination to Customer, which shall include the effective date of such termination ("Termination for Cause"), in the event that Customer: 1) denies Capital City and/or any of its subcontractors access to the Premises; 2) attempts to arrange for any subcontractor to furnish any Service other than as expressly stated in the Scope; or 3) Customer otherwise, in any manner, interferes with, inhibits or hinders Capital City and/or any subcontractor in furnishing the Services. In the event of any Termination for Cause, Capital City shall invoice Customer for all Services furnished through the effective date of termination, and Customer shall be liable to Capital City for all other costs and expenses associated with Termination for Cause, including, but not limited to, reasonable attorneys' fees actually incurred.



d. Force Majeure – In the event any Force Majeure delays completion of the Services by more than one hundred eighty (180) days, either party may terminate this Agreement by giving the other party thirty (30) days' written notice. Customer shall be liable to Capital City for all Services furnished through and including the date of termination. Customer acknowledges and agrees that Capital City may obtain parts and/or materials in advance that are necessary to furnish the Services and that may be unique for the Premises. In the event Customer terminates this Agreement, Customer agrees and consents that Customer shall be liable to Capital City for the cost of any and all such parts and/or materials, and that, upon final payment of all amounts owed to Capital City under this Agreement, Capital City shall deliver all such parts and/or materials to Customer. Customer agrees and consents that upon termination of this Agreement, Customer shall be further liable to Capital City for all other additional charges that may be applicable as described in these Terms (e.g. interest, Lien Fees, etc.).

12. Hazardous Substances: Capital City specifically does not include in the Services the identification, abatement, or removal of asbestos or any other toxic or hazardous substance, hazardous waste, or hazardous material of any nature whatsoever ("Hazardous Substance" or "Hazardous Substances"). Capital City shall not be liable to any person for any property damages or bodily injury which may arise from or be related to the presence of any Hazardous Substance. Capital City shall have the right to suspend furnishing all Services until such Hazardous Substance(s) and all resultant hazards are removed. The time for completion of the Services shall be extended for a period of time reasonably necessary for Customer to abate all Hazardous Substances and resultant hazards, such abatement to be done at Customer's sole expense.

13. Claims: Any legal action relating to this Authorization shall be brought in Gwinnett County, Georgia. Said county is the exclusive venue for any dispute between the parties. In the event Capital City commences legal action in order to recover any amount payable under the Terms of this Authorization, in addition to any other amount Capital City may be awarded in such legal action, Customer shall pay all court costs and reasonable attorneys' fees actually incurred by Capital City.

14. Insurance: It is understood and agreed by Customer that Capital City is not an insurer and that insurance covering personal injury and property damage on the Premises shall be obtained and maintained by Customer for the duration that Capital City is furnishing the Services; that Customer agrees to look exclusively to Customer's insurer to recover for injuries to third parties or damage to Customer's property caused by third parties in the event of any loss or injury occurring on the Premises which is not directly attributable to Capital City; that the amounts payable to Capital City hereunder are based upon the value of the Services set forth herein; and that Capital City is not guaranteeing that no loss will occur.

15. Waiver of Subrogation: With respect to any policy of insurance which covers the Premises where the Services will be provided, Customer and its insurers hereby waive all rights of subrogation against Capital City, its officers, agents, and employees.

16. Severability: If any provisions contained herein or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and shall fully remain valid and enforceable.

17. Terminology and Captions: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person to which they refer as the context may require. The



singular shall mean and include the plural and the plural shall mean and include the singular. The headings on each paragraph are for convenience of the parties only and shall not be construed to alter or amend any provision herein.

18. Governing Law: This Proposal and these Terms shall be governed by and construed and interpreted in accordance with Georgia law.

19. Transfer or Assignment: The rights and obligations of either party to this Proposal shall not be transferred or assigned without the consent of the other party, and any permitted assignee shall fulfill and be subject to all of the assignor's obligations under the Proposal and these Terms.

20. Entire Understanding: This Proposal, including any exhibits and addenda and these Terms, constitutes the sole and entire agreement between the parties, and shall not be modified, altered, or amended except by written instrument executed by the parties hereto. No representation promise or inducement not expressly included in this Proposal shall be binding upon either party. Neither this Proposal nor these Terms may be modified or amended except by a written agreement of the parties.

21. Successors and Assigns: This Proposal and these Terms shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.