

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

- **DEPARTMENT:** Real Estate and Asset Management
- BID/RFP# NUMBER: 21ITB130533C-GS (B)
- BID/RFP# TITLE: Locks, Doors and Hardware Countywide
- ORIGINAL APPROVAL DATE: 10/20/2021
- RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024
- RENEWAL OPTION #: 2 OF 2
- NUMBER OF RENEWAL OPTIONS: 2
- RENEWAL AMOUNT: \$35,000.00
- COMPANY'S NAME: Acme Security, Inc.
- ADDRESS: 1190 Winchester Parkway SE, Suite 110
- CITY: Smyrna
- STATE: GA
- **ZIP:** 30080

This Renewal Agreement No. 2 was approved by the Fulton County Board ofCommissioners on BOC DATE: 11/01/2023BOC NUMBER: 23-0742

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions forth in the contract and specifications as referenced herein: 21ITB130533C-GS VA

FULTON COUNTY, GEORGIA

ーDocuSigned by: ダイル・ハイーのよ

Robert L. Pitts

Robert L. Pitts, Chairman Fulton County Board of Commissioners

ATTEST:

DocuSigned by: Tonya R. Grier

Tonya R. Grier Clerk to the Commission



(Affix County Seal)

AUTHORIZATION OF RENEWAL:

DocuSigned by: Joseph N. Davis 5C5E17EB417

Joseph N. Davis, Director Real Estate and Asset Management

ACME SECURITY, INC.

-Docusioned by: Michael Hassebrock

Michael Hassebrock President/Owner

ATTEST:

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Secretary/ U Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public County:

2025

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Commission Expires:

(Affix Notary Seal)

23-0742в 11/1/2023 ITEM#: RM: **REGULAR MEETING**

Board of Commissioners	Agenda	November 1, 2023

23-0742 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130533C-GS, Locks, Doors and Hardware Countywide in an amount not to exceed \$90,000.00 with (A) Overhead Door Company of Atlanta dba DH Pace Company, Inc. (Peachtree Corners, GA) in an amount not to exceed \$55,000.00 and (B) Acme Security, Inc. (Smyrna, GA) in an amount not to exceed \$35,000.00, to provide on-site locksmith services to include the installation of new locks and door hardware services for Fulton County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0743 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 23ITB138800C-MH, Scrap Metal Removal with M&M Waste Inc. (Atlanta, GA), to provide scrap metal recycling services for Fulton County facilities. This is a revenue generating contract and the anticipated revenue is \$10,579.00 annually. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options.

Health and Human Services

23-0744 Public Works

Request approval to renew an existing contract - Department of Public Works, 22RFP148596K-BKJ, Airport Planning and Environmental Consulting in the amount of \$125,000.00 with Michael Baker International, Inc. (Norcross, GA) to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Charlie Brown Field. This action exercises the first of three renewal options. Two renewal options remain. Effective dates: January 1, 2024, through December 31, 2024.

23-0745 Behavioral Health and Developmental Disabilities

Request approval to enter into two Memorandums of Understanding (MOUs) between Fulton County, on behalf of the Department of Behavioral Health and Developmental Disabilities (DBHDD), with Sub-recipients for the extended grant award in the amount of \$3,900,000.00 from the U.S. Department of Health & Human Services (Office of the Assistant Secretary for Health). The two MOUs are with (a) the Fulton County Board of Health (FCBOH) in the amended amount of \$812,690.00 to implement evidenced-based, culturally-tailored health literacy strategies to enhance the rates of COVID-19 testing, contact tracing, mitigation measures, and vaccine confidence and the cross-cutting urgency of behavioral health literacy and access to related services among racial and ethnic minority populations and other socially vulnerable populations, and (b) Morehouse School of Medicine (MSM), in the amount of \$800,000.00 to provide quality improvement activities and program evaluation. The County Attorney is authorized to approve the two MOUs as to form and make necessary changes thereto prior to execution. The MOUs are effective August 1, 2023 through October 1, 2024.

ACORD CERT	IFICATE OF LI	ABILITY IN	ISURANC	E ĺ	DATE (MM/DD/YYYY) 12/1/2023
THIS CERTIFICATE IS ISSUED AS A MATTER CERTIFICATE DOES NOT AFFIRMATIVELY O BELOW. THIS CERTIFICATE OF INSURANCE REPRESENTATIVE OR PRODUCER, AND THE C	OF INFORMATION ONLY R NEGATIVELY AMEND, DOES NOT CONSTITUT	AND CONFERS	NO RIGHTS UP	ON THE CERTIFICATE H	OLDER. THIS HE POLICIES
IMPORTANT: If the certificate holder is an ADD If SUBROGATION IS WAIVED, subject to the te this certificate does not confer rights to the ce	DITIONAL INSURED, the p ms and conditions of th	e policy, certain	policies may rec	. INSURED provisions or puire an endorsement. A	be endorsed. statement on
PRODUCER	CONTACT Micha	el Hasseb			
Pie Insurance Services 1755 Blake Street	PHONE (ACCA)			FAX	
5th Floor		835-5050	E4SECURT	TY.COM	
Denver, CO 80202	Address:				
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	INSURER A: STRIUSPO	INT AMERICA J	NSURANCE COM	PANY	38776
INSURED	INSURER B:				
Acme Security, Inc. 1870 The Exchange SE, Suite 110	INSURER C:				
Atlanta, GA 30339	INSURER D:				
	INSURER E:				
	INSURER F:		,		1
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				PREMISES (Ea occurrence)	\$
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				GENERAL AGGREGATE	\$- \$-
				PRODUCTS - COMP/OP AGG.	\$
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AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
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				(Per accident)	\$
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AND EMPLOYERS' LIABILITY Y/N		1		X PER OTH- STATUTE ER	
A OFFICER/MEMBER EXCLUDED?	WC51468-03	9/1/2023	9/1/2024	ELL EACH ACCIDENT	\$ 500,000
(Mandstory in NH)				EL DISEASE - EACH EMPLOYEE	\$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below				EL DISEASE - POLICY LIMIT	\$ 500,000
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CERTIFICATE HOLDER FULTON COUNTY GOVERNMENT ATTN: PURCHASING DEPARTMENT		SHOULD ANY OF THE EXPIRATIO	THE ABOVE DES	CRIBED POLICIES BE CANC OF, NOTICE WILL BE D PROVISIONS.	ELLED BEFORE DELIVERED IN
130 PEACHTREE ST SW STE 1168 ATLANTA, GA 30303-3443		AUTHORIZED REPRES	NTATA	au Arack	>
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			© 198	8-2015 ACORD CORPORATIO	i, Ali rights reserved.

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DN ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLL INSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR LDER. ED, the policy(les) must have ADDITIONAL INSURED provisions or be endo ons of the policy, certain policies may require an endorsement. A stateme lieu of such endorsement(s). CONTACT Michaela Hubbard NAMEC INSURERS: mhubbard@tw/g.com MODRESS: mhubbard@tw/g.com MODRESS: mhubbard@tw/g.com MODRESS: mhubbard@tw/g.com MINURER A: State Auto INSURER C: State Auto INSURER C: State Auto INSURER F: INSURER BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH AAY HAVE BEEN REDUCED BY PAID CLAIMS NUMBER POLICY EFF POLICY EFF POLICY EFF POLICY EFF POLICY EFF DOUCY EFF POLICY EFF NUMBER S.000 INSURER D: S.000 PREMINERS Lis coveringed \$ 100.000
Insure endorsement(s). CONTACT Michaela Hubbard FAX ADDRESS: Mhubbard@t@tw(g.com ADDRESS: Mhubbard@tw(g.com ADDRESS: Mhubbard@tw(g.com ADDRESS: State Auto INSURER B: INSURER C: State Auto INSURER C: State
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	FG INSURANCE SERVICES LLC/P 14728	HS			PHONE		6) 467-8730	FAX	
	Hartford Business Service Center				(A/C. N	lo. Ext):		(A/C, No):	
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DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 21ITB130533C-GS (A)

BID/RFP# TITLE: Locks, Doors and Hardware Countywide

ORIGINAL APPROVAL DATE: 10/20/2021

RENEWAL EFFECTIVE DATES: 1/1/2024 through 12/31/2024

RENEWAL OPTION #: 2 **OF** 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$55,000.00

COMPANY'S NAME: Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc.

ADDRESS: 5105 Avalon Ridge Parkway

CITY: Peachtree Corners

STATE: GA

ZIP: 30071

This Renewal Agreement No. 2 was approved by the Fulton County Board ofCommissioners on BOC DATE: 11/01/2023BOC NUMBER: 23-0742

SIGNATURES: SEE NEXT PAGE

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Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: 21ITB130533C-GS (A)

FULTON COUNTY, GEORGIA

DocuSigned by: Robert L. Pitts

BA715B1A26544E7 Robert L. Pitts, Chairman

Fulton County Board of Commissioners

ATTEST:

DocuSigned by: Tonya R. Grier

(Affix County Seal)

EEC476C4837648D. Tonya R. Grier Clerk to the Commission

DocuSigned by:

AUTHORIZATION OF RENEWAL:

DocuSigned by: Joseph N. Davis C5F1<u>7EB417</u>

Joseph N. Davis, Director **Real Estate and Asset Management** OVERHEAD DOOR COMPANY OF ATLANTA DBA D.H. PACE COMPANY, INC.

Jeff Allen	Je	ff	au	len
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Jeff Allen Vice President

ATTEST:

Secretary/ Assistant Secretary

(Affix Corporate Seal)

ATTEST:



Tiniqua James

16B9EED8B923426 **Notary Public**

Gwinnett County:

November 24,2024

Commission Expires: DocuSigned by:

(Affix Notary Seal)



2023-0742

11/1/2023

ITEM#: **REGULAR MEETING**

RM:

Board of Commissioners	Agenda	November 1, 2023

23-0742 Real Estate and Asset Management

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Page 1 of 2

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11/13/2023	

ACORD	CER	TIF	ICATE OF LIA	BILITY INS	URANC	E		(MM/DD/YYYY) /13/2023
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, sub this certificate does not confer righ	ect to t	he te	rms and conditions of th	e policy, certain p uch endorsement(s	olicies may ;).	require an endorsemen	t.Ast	
PRODUCER Willis Towers Watson Midwest, Inc.						on Certificate Cente	r	
c/o 26 Century Blvd				PHONE (A/C, No, Ext): 1-877 E-MAIL ADDRESS: certifi			1-888	-467-2378
P.O. Box 305191 Nashville, TN 372305191 USA								NAIC #
						Casualty Corporation		15105
INSURED D.H. Pace Company, Inc.				INSURER B :				
(See Attached Named Insured Schedul	e)			INSURER C :				
1901 East 119th St Olathe, KS 66061				INSURER D :				
orache, ka oboor				INSURER E :				
COVERAGES	FRTIF	САТЕ	E NUMBER: ₩31079149	INSURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLIC				VE BEEN ISSUED TO			HE POL	
INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SU	REQUI	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	ст то	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADD			POLICY EFF		LIMI	rs	
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000
A						MED EXP (Any one person)	\$	10,000
	Y	Y	GL 6676460	01/01/2023	01/01/2024	PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
ANY AUTO	Y	Y	CA 6676461	01 /01 /2022	01/01/2024	BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED			CA 0070401	01/01/2023	01/01/2024	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$	
AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
A X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
EXCESS LIAB CLAIMS-M	DE Y	Y	XEL4067851	01/01/2023	01/01/2024	AGGREGATE	\$	1,000,000
DED RETENTION \$							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N					X PER OTH- STATUTE ER		
		Y	LDC4067849	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		1,000,000
DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VE Project: #21ITB130533C-GS, Loc					e space is requir	ed)		
Project. #2111B130555C-GS, Loc	KS, D	JOIS	and hardware county	wide				
Fulton County Government, its	offic	ials,	, officers and employ	yees are inclu	ded as Add	itional Insured as	requi	red by
written contract.								
Additional Insured status app	ios t	0 Cor	oral Tiability (CIM	374) Auto Iis	hility and	Umbrolla/Excoss I	i abi li	+
Additional insured status app.	IES U	o Gei	leiai hiability (Gim	STAT, AUCO HIA	billey and	I UNDIGITA/Excess H.	LaDIII	.cy
CERTIFICATE HOLDER				CANCELLATION				
					N DATE THI	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
Fulton County Government				AUTHORIZED REPRESE				
Purchasing and Contract Complia	nce De	partn	nent		NIAIIVE			
130 Peachtree St SW, Suite 1168 Atlanta, GA 30303-3458				Frut 14	Mars			
						ORD CORPORATION.	All ria	hts reserved

AGENCY CUSTOMER ID:

LOC #:

ACORD	

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc. POLICY NUMBER See Page 1		NAMEDINSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061		
CARRIER	NAIC CODE			
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ______ FORM TITLE: Certificate of Liability Insurance

coverage with limits as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract.

Primary & Non-Contributory applies to General Liability, Auto Liability and Umbrella/Excess Liability and is subject to the insurance contract, and subject to applicable state laws.

Blanket Waiver of Subrogation is included under General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation if required by contract and as permitted by law, subject to the insurance contract.

D.H. Pace Company, Inc.	
Named Insured Schedule	
ABC Doors of Dallas, a D.H. Pace Company, Inc.	
Adams Door, a D.H. Pace Company, Inc.	
American Overhead Door, a DH Pace Company, Inc.	_
Ameridock, a D.H. Pace Company, Inc.	
Ankmar, a D.H.Pace Company, Inc.	
Bi-State Loading Dock Specialists, a D.H. Pace Company, Inc.	
Carolina Industrial Systems, a D.H. Pace Company, Inc.	
D.H. Pace Company, Inc.	
D.H. Pace Compliance Services	
D.H. Pace Construction Services, a D.H. Pace Company, Inc.	
D.H. Pace Door Services, a D.H. Pace Company, Inc.	
D.H. Pace Facilities Group, a D.H. Pace Company, Inc.	
D.H. Pace National Accounts Group, a D.H. Pace Company, Inc.	
D.H. Pace Systems Integration, a D.H. Pace Company, Inc.	
Door Control Services, a D.H. Pace Company, Inc.	
E. E. Newcomer Enterprises, Inc.	
EEN Leasing, Inc.	
EEN Real Estate, Inc. HBD Technology, a D.H. Pace Company, Inc.	
K&B Garage Doors, a D.H. Pace Company, Inc.	
King Door, a D.H. Pace Company, Inc.	
Montgomery Door Controls, a D.H. Pace Company, Inc.	
Norm's Doors, a D.H. Pace Company, Inc.	
Overhead Door Company of Albuquerque, a D.H. Pace Company, Inc.	_
Overhead Door Company of Atlanta, a D.H. Pace Company, Inc.	-
Overhead Door Company of Blue Springs, a D.H. Pace Company, Inc.	
Overhead Door Company of Boston, a D.H. Pace Company, Inc.	_
Overhead Door Company of Cape Cod - Commercial, a D.H. Pace Company, Inc.	
Overhead Door Company of Central Arizona, a D.H. Pace Company, Inc.	_
Overhead Door Company of Central Missouri, a D.H. Pace Company, Inc.	
Overhead Door Company of Charlotte, a D.H. Pace Company, Inc.	
Overhead Door Company of Colorado Springs, a D.H. Pace Company, Inc.	
Overhead Door Company of Columbia, a D.H. Pace Company, Inc.	
Overhead Door Company of Des Moines, a D.H. Pace Company, Inc.	
Overhead Door Company of Four Corners, a D.H.Pace Company, Inc.	_
Overhead Door Company of Greater Hall County, GA, a D.H. Pace Company, Inc.	
Overhead Door Company of Greensboro, a D.H. Pace Company, Inc.	
Overhead Door Company of Greenville, a D.H. Pace Company, Inc.	
Overhead Door Company of Jefferson City, a D.H. Pace Company, Inc.	
Overhead Door Company of Joplin, a D.H. Pace Company, Inc.	
Overhead Door Company of Kansas City, a D.H. Pace Company, Inc.	
Overhead Door Company of Manhattan, a D.H. Pace Company, Inc.	
Overhead Door Company of Metro West, a D.H. Pace Company, Inc.	
Overhead Door Company of Nashville, a D.H. Pace Company, Inc. Overhead Door Company of Northeast Georgia, a D.H. Pace Company, Inc.	
Overhead Door Company of Northeast Georgia, a D.n. Pace Company, Inc.	
Overhead Door Company of Plymouth, a D.H. Pace Company, Inc.	
Overhead Door Company of Pueblo, a D.H. Pace Company, Inc.	
Overhead Door Company of Rockhill, a D.H. Pace Company, Inc.	
Overhead Door Company of Santa Fe, a D.H. Pace Company, Inc.	
Overhead Door Company of South Central Kansas, a D.H. Pace Company, Inc.	_
Overhead Door Company of Southeast Wisconsin, a D.H. Pace Company, Inc.	_
Overhead Door Company of Southwest Illinois, a D.H. Pace Company, Inc.	
Overhead Door Company of Springfield, a D.H. Pace Company, Inc.	_
Overhead Door Company of St. Joseph, a D.H. Pace Company, Inc.	
Overhead Door Company of St. Louis, a D.H. Pace Company, Inc.	
Overhead Door Company of the Foothills, a D.H. Pace Company, Inc.	_
Overhead Door Company of the High Country, a D.H. Pace Company, Inc.	
Overhead Door Company of Topeka, a D.H. Pace Company, Inc.	_
Overhead Door Company of Wichita, a D.H. Pace Company, Inc.	_
Parak Sacurity of D.H. Para Company, Inc.	_
Pasek Security, a D.H. Pace Company, Inc.	
Pinnacle Door Company, a D.H. Pace Company, Inc.	
	_

ADDITIONAL INSURED – SCHEDULED OWNERS, LESSEES OR CONTRACTORS - BROAD FORM

POLICY NUMBER: GL 6676460

EFFECTIVE DATE: 01/01/2023

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

ADDITIONAL INSURED – SCHEDULED OWNERS, LESSEES OR CONTRACTORS BROAD FORM

SCHEDULE

Name of Person(s) or Organization(s) as Additional Insureds	
Government, its officials, officers and employees	

Per Certificate of Insurance

Fulton County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **SECTION II WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the **SCHEDULE** above whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, but only if:
 - 1. The "bodily injury" or "property damage" results from your negligence; and
 - 2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
 - a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard",

performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs **A.** and **B**. above:

- 1. We will not extend any insurance coverage to the additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
- 2. We will not provide Limits of Insurance to the additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured does not apply to:
 - 1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or
 - 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render 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, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
 - 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 - 2. We receive written notice of a claim or "suit" as soon as practicable; and
 - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the **SCHEDULE** unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph **4.c. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS.**

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

POLICY NUMBER: GL 6676460

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above. POLICY NUMBER: CA 6676461

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.

Endorsement Effective Date: 01/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

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

CHANGE

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of the A. Loss Conditions section within the CONDITIONS section of each of the referenced Coverage Forms is amended to include the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

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: 01/01/2023

Policy No. CA 6676461

Endorsement No.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC. Insurance Company SAFETY NATIONAL CASUALTY CORPORATION Premium \$ INCLUDED

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

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 01/01/2023 Insured E. E. NEWCOMER ENTERPRISES, INC. Insurance Company SAFETY NATIONAL CASUALTY CORPORATION

Policy No. LDC4067849 Endorsement No. Premium INCLUDED Countersigned by

WC 00 03 13 (Ed. 4-84)