



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

25ITB1315442C-JNJ (C)

**Preventive and Predictive Maintenance Services for
Chillers**

For

Mallory & Evans Service Co., Inc.

Department Of Real Estate & Asset Management

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CONTRACT AGREEMENT

Contractor: **Mallory and Evans Service Co., Inc.**

Contract No.: **25ITB1315442C-JNJ (C), Preventive and Predictive Maintenance Services for Chillers**

Address: **646A Kentucky Street**
City, State **Scottdale, GA 30079**

Telephone: **6785579058**

Email: **jcatalfano@malloryevansservice.com**

Contact: **John Catalfano**
Executive VP – General Manager

Manager

This Agreement made and entered into effective the 1st day of June, 2025 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Mallory and Evans Service Co., Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to be responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment., hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on May 7, 2025 and 25-0350 (C).

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to perform to be responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on [1st day of June, 2025], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

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

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2026	12-31-2026
2	12 months	01-01-2027	12-31-2027

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$400,000.00, (Four Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or

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

ARTICLE 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each

task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any

breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged.

Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. PROHIBITED INTEREST

Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment

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

ARTICLE 24. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles.

Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
Director
141 Pryor Street. S.W. 6th Floor
Atlanta, Georgia 30303
Telephone: (404) 612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Mallory and Evans Service Co., Inc.
646A Kentucky Street
Scottdale, GA 30079
Telephone: 6785579058
Email: jcatalfano@malloryevansservice.com
Attention: John Catalfano, Executive VP- General Manager

ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. OPEN RECORDS ACT

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

ARTICLE 33. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of work/services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within

forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. PERMITS, LICENSES AND BONDS

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

ARTICLE 36. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Signed by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Signed by:

Denise Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

Signed by:

Joseph Davis

Joseph N. Davis, Director
Department Of Real Estate & Asset
Management

CONTRACTOR:

**Mallory and Evans Service Co.,
Inc.**

Signed by:

John Catalano

John Catalano
Executive VP- General Manager

ATTEST:

Blair Matthews
Secretary
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

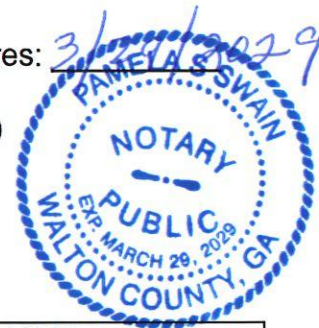
Pamela S. Swain

Notary Public

County: Walton

Commission Expires: 3/1/2029

(Affix Notary Seal)



ITEM# 15-0350C 1st RM: 05/07/2025
1st REGULAR MEETING

ITEM#: 2nd RM: _____
2nd REGULAR MEETING

ADDENDA



Date: February 25, 2025

Project Number: 25ITB1315442C-JNJ

Project Title: Preventive & Predictive Maintenance Services for Chillers

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

Contract Compliance Documents

- Exhibits A & B1

ADDENDUM NO. 1

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 8th day of March, 2025.

Chad Powell
Legal Name of Bidder/Proposer

Chad Powell
Signature of Authorized Representative

Account Manager
Title



Date: March 4, 2025

Project Number: 25ITB1315442C-JNJ

Project Title: Preventive & Predictive Maintenance Services for Chillers

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

Contract Compliance Documents

- **Questions & Answers**

ADDENDUM NO. 2

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 8th day of March, 2025.

Chad Powell
Legal Name of Bidder/Proposer

Chad Powell
Signature of Authorized Representative

Account Manager
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

1. The Contractor shall be solely responsible for system annual maintenance and selective infrequent services to include equipment testing, system evaluation, shut-down/start-up services and certification reporting for the respective equipment.
2. Annual preventive and predictive maintenance for the chillers is the primary requirement of this contract; however, chillers and other equipment in these and/or other locations that require infrequent or one-time services or repairs will be performed on an as needed basis, as determined by the respective of the Fulton County Department of Real Estate and Asset Management (DREAM), HVAC Maintenance Team as the point of contact.
3. Preventive Maintenance includes reporting of any corrosion and/or scaling in any water carrying parts of the equipment.

CONTRACTOR QUALIFICATIONS:

1. Contractor must provide proof of having at least five (5) years of experience maintaining HVAC systems, which shall include chillers of capacity not less than 100 tons.
2. Contractor must acknowledge and certify that their company is qualified and their technicians are trained and certified for maintenance services and refrigerant handling. Technicians must be certified per federal, state and/or local regulations for work related tasks.

Required License/Certification:

Georgia Professional License (Applicable):

1. GA-Georgia Conditioned Air Contractor License Class II
2. Refrigerant license issued by EPA

Key Personnel:

A list of key personnel and an organizational chart shall be submitted with this bid. The list and chart shall include proposed management, supervisory and technical personnel. The chart shall outline the title and function of listed personnel. **Certification of technicians must be included.**

SCHEDULING

1. Within fifteen (15) days of receipt of Purchase Order, the successful contractor must meet with representatives of DREAM HVAC Maintenance Team to finalize a maintenance schedule. This schedule will be the basis for follow up action throughout the contract period.
2. **Failure to provide the maintenance schedule may result in termination of the contract.**

(A) ANNUAL TASK REQUIREMENTS: CHILLER

The annual task requirements listed below as 1-7 must be performed annually for the equipment:

1. General Maintenance

Perform visual inspection of overall conditions like cleanliness, paint, etc. Inspect for unusual noise, vibrations, odor etc. Inspect system for leaks in piping, flange connections etc. Conduct leak test for refrigerant and oil by industry standard methods; repair minor leaks; inspect/replace filter drier in motor cooling line.

Clean all sight glasses and verify levels. Replace broken sight glasses, if any. Calibrate refrigerant monitor. Change refrigerant filters.

2. Lube System

Analyze the oil and submit a report. Check oil heater for proper operation and verify oil temperature/level per manufacturer's recommendations. Check operation of the pump. Check the solenoid valve, strainer and associated equipment. Clean if necessary.

Change the oil filter(s). Dispose of the waste oil and other fluids in compliance with relevant EPA/OSHA regulations.

3. Purge System

Record purge start and stops.

Clean oil separator and float; replace oil. Replace filter/drier in purge line.

Clean strainer and orifice.

Brush clean condenser coil.

Drain water as required and record volume drained.

Check purges heater operation. Check purge operation and check each tank and coil.

4. Controls

Clean inside and outside of the cabin. Check connections for tightness.
Check operation of indicating and alarm devices.
Check all gages for proper connections, accuracy, breakage, etc.
Test and calibrate cutouts associated with low oil pressure, high condenser pressure, chilled water low limit, low refrigerant temperature and high motor temperature.
Check and calibrate operation of freeze stat.
Check operation of oil pressure and temperature controllers.
Check operation of head pressure controls and control valves.
Calibrate the valves and controls.
Check and calibrate flow switches operation.
Check and adjust water flow and refrigerant level.
Verify set points and operation of operating controls, control valves and leakages.
Verify vane control system. Lubricate as required.
Verify start, stop and anti-cycle timers.
(All calibration and control checks shall be signed off by an authorized representative of Fulton County DREAM HVAC Maintenance Team)

5. Electrical System

Check the interior and components of the starter for cleanliness, moisture and oil free conditions. Measure and record voltages on all three (3) phases.

Check all the contacts for signs of wear and arcing. Measure and record load current on all three phases on the compressor motor and compare with installed meter and nameplate values.

Check the motor terminals. Visually check for leaks. Repair insulation if damaged.

Measure and record the insulation resistance of motor windings phase to ground and between phases.

Measure insulation resistance to ground of cable from MCC disconnect to motor starter. Check the overload relays. In the cases where applicable, check oil in the dashpot and dash pot setting. Replace oil, if contaminated.

6. Condenser and Evaporator Tubes

Mechanically brush clean the evaporator tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed, for all chillers having a chilled water system.

Mechanically brush cleaning of the condenser tubes, thoroughly clean head plate and end sheets, replace gaskets, replace insulation as needed for all chillers with a water cooled condenser. This task must be performed on the condenser tubes of the DX Unit at College Park Regional Health Center also.

Thoroughly clean, using coil cleaning chemical and water, the condenser coils in the case of all chillers with an air cooled condenser. Check for fouling and scaling. An authorized technician from Fulton County must verify the condition of tubes before and after cleaning.

Note: Information regarding the condenser and evaporator system is available in the attachment showing details of chillers

7. Cooling Tower

Carry out annual maintenance of the cooling tower, where installed, to satisfy, but not limited to, the following requirements:

Check fan motor, drive shafts and their alignment.

Check and record insulation value of fan motor windings.

Check fan blades for corrosion and/or deformation.

Check the gear box for unusual noise and/or vibration.

Check the oil level in the gear box. Add oil if necessary.

Replace drive belts if necessary.

Lubricate fan motor bearing.

Drain the tower, clean the cold water and hot water basins, nozzles and cells of the cooling tower in coordination with Facilities and Transportation Services Department maintenance staff.

Check flow control valves; make up valves, over flow/drain valves and balancing valves. Verify their operation with reference to the operation of the system.

(B) REPORTS

Provide final inspection and survey reports that shall include equipment and system evaluation based on the observations described above. The cost of this shall be pro-rated in the costs for items 1-7 above.

(C) INFREQUENT MAINTENANCE REQUIREMENTS

Infrequent maintenance tasks may be performed in addition to the annual requirements. These tasks must be done on an “as needed” basis as approved by the respective DREAM HVAC Maintenance Team. These are priced on a per machine basis.

1. Refrigerant analysis.
2. Re-fill refrigerant (per lbs.). Where substantial losses are encountered, provide a refrigerant report to HVAC Maintenance Team representative with the quantity of refrigerant (pounds) added.
3. Replacing the oil (lump sum rate for each machine).
4. Eddy current analysis of evaporator bundles (pricing for each machine).
5. Eddy current analysis of condenser tube bundles (pricing for each machine).
6. Vibration analysis test, infrared testing for each machine starter and report any hot spots.

(D) REPAIRS

Any defect observed during the PM should be brought to the attention of the DREAM HVAC Maintenance Team Manager. Contractor should not proceed on the repair until written approval for the repair and estimated cost is obtained from the DREAM HVAC Maintenance Team Manager or DREAM Director/Deputy Director.

Bidder(s) shall place near each chiller, for verification and compilation of history, a record of observation made during each of the visits.

WORKING HOURS

1. This contract is to provide repair services, if necessary, twenty-four (24) hours a day, and seven (7) days a week. For the purpose of this contract, normal working hours will be from 7:00 A.M. through 5:00 P.M. Monday through Friday excluding Fulton County holidays. All work performed outside of normal working hours (including weekends and holidays) will be paid at the rate quoted for after-hours labor. Holiday rates will only apply to holidays officially recognized by Fulton County: New Year’s Eve, New Year’s Day, MLK Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve and Christmas Day.
2. The successful contractor is required to respond to all emergency calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

SERVICE CALLS

The successful contractor must be capable of responding to all service calls within two (2) hours. The successful contractor is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful contractor must respond to requests in accordance with the following criteria:

- (a) Emergency Requests: Services and/or parts must be provided within two (2) hours.
- (b) High Priority Requests: Services and/or parts must be provided within twenty- four (24) hours.
- (c) Routine Requests: Services and/or parts must be provided within three (3) days.

Service rates will be charged for emergency, urgent and routine requests according to the basic hourly rates bid.

COMPANY PERSONNEL

All personnel of the company that will work must wear uniforms with their company logo clearly visible on it. If the personnel report for work in a vehicle, that vehicle should have the vendor's name or the company's name printed at the back or either sides of the vehicle(s). At least one (1) crew member should be able to communicate in English.

WARRANTY

The successful contractor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than ninety (90) days, the manufacturer's warranty period will prevail. Any additional repairs required within this ninety (90) day period will be at the expense of the successful contractor. Parts will be replaced at no additional cost to Fulton County.

TECHNICAL REPORTS

The successful contractor is required to submit a technical report on all preventive maintenance and service calls within five (5) days of completion. The report must contain the following information:

1. Start time & completion time.
2. Date service was performed.
3. Location of service.

4. Person requesting the service
5. Itemized parts list.
6. Type of equipment repaired (make, model#)
7. Fulton County building asset number.
8. A report of checks and activities as shown in Attachment 1.
9. Detail listing of other specific actions performed as part of the maintenance or repair.
10. Fulton County RWP (Preventive Maintenance) or Service Order number/s.

The successful contractor may submit this information on the same form utilized for invoicing; however, the successful contractor will not receive payment for any invoices until the technical report is received.

ADDITIONAL PARTS

This paragraph is only applicable to parts not included as part of the preventive and predictive maintenance specification. The successful contractor is required to supply all parts associated with repairs and routine maintenance under the scope of this specification. Prior to purchasing any parts for work outside the scope of this specification, approval must be obtained from the appropriate DREAM HVAC Maintenance Team or the Fulton County designated representative. The following information must be provided:

- a. An invoice indicating the price the successful bidder(s) paid for the part from the supplier or manufacturer.
- b. If any freight was associated with the shipment of the part, a paid freight invoice must be submitted.
- c. The successful bidder(s) reimbursement for parts priced at \$500 or less will be computed utilizing the following formula:

(Contractor cost for part) x (1 + contractor markup percentage) + cost of freight.

Example:

Bidder(s) cost for part = \$20
 Bidder(s) markup on parts = 10%
 Bidder(s) freight cost = \$5.00
 $(\$20.00 \times 1.10) + 5 = \27

Fulton County reserves the right to reject any and all pricing for parts and to require the successful contractor to install parts procured from other sources. If Fulton County elects to procure parts from an outside source the successful contractor warranty shall extend to labor only.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars and Zero Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM**Submitted To: Fulton County Government****Submitted By:** Mallory & Evans**For: # Preventive and Predictive Maintenance Services for Chillers****Submitted on** March 12, **2025.**

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

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

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

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

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

BASE BID AMOUNT (Combine the Total Cost from Annual Maintenance of Chillers + the Total Cost from Annual Maintenance of Cooling Towers for FY2025)

\$90,000.00

(Dollar Amount In Numbers)

Ninety thousand dollars

(Dollar Amount in Words)

25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

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

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

BASE BID AMOUNT

The award will be based on bidder's total combine costs of FY2025 (Original Term) from the sum of the Annual Maintenance of Chillers and the Annual Maintenance of Cooling Towers. This will be annotated as the Total Base Bid of this Bid Form Sheet.

(Original Term)
YEAR 2025

SI. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser & Evaporator	[A] Cost of Annual Maintenance	[B] Annual Maintenance of Cooling Tower each site	Total of [A] + [B]
1	Central Library	MCQUAY	200	R134	\$460	\$30	\$736	\$4,701	\$2,423	N/A	\$2,423
2	Central Library	MCQUAY	300	R134	\$460	\$30	\$736	\$4,701	\$2,423	N/A	\$2,423
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$3,387	\$3,387
4	Auburn Avenue Research Library	MCQUAY	80	R22	\$460	\$110	\$378	N/A	\$936	N/A	\$936
5	Auburn Avenue Research Library	MCQUAY	80	R22	\$460	\$110	\$378	N/A	\$936	N/A	\$936
6	Justice Tower	TRANE	880	R123	\$460	\$60	\$236	\$6,769	\$5,547	N/A	\$5,547
7	Justice Tower	TRANE	880	R123	\$460	\$60	\$236	\$6,769	\$5,547	N/A	\$5,547
8	Justice Tower	TRANE	200		\$460	\$60	\$236	\$6,769	\$5,547	N/A	\$5,547
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	\$6,774	\$6,774
10	Government Center	CARRIER	400	134a	\$460	\$30	\$297	\$5,690	\$3,301	N/A	\$3,301
11	Government Center	CARRIER	600	134a	\$460	\$30	\$297	\$6,986	\$3,414	N/A	\$3,414
12	Government Center	CARRIER	600	134a	\$460	\$30	\$297	\$6,986	\$3,414	N/A	\$3,414
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	\$3,387	\$3,414
14	Center for Health and Rehabilitation	TRANE	100	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
15	Center for Health and Rehabilitation	TRANE	100	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588

25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,779	\$1,779
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$460	\$30	\$378	N/A	\$936	N/A	\$936
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$460	\$30	\$378	N/A	\$936	N/A	\$936
19	Juvenile Justice Center	MCQUAY	200	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
20	Juvenile Justice Center	MCQUAY	200	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
21	Juvenile Justice Center	MCQUAY	100	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	\$3,387	\$3,387
23	Medical Examiner's Office	TRANE	100	R 134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
27	Northeast Regional Library	YORK	120	R22	\$460	\$110	\$378	N/A	\$936	N/A	\$936
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$460	\$110	\$378	N/A	\$936	N/A	\$936
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$460	\$110	\$378	N/A	\$936	N/A	\$936
30	North Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
31	North Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,779	\$1,779
33	Northwest Library	YORK	80	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$460	\$110	\$378	N/A	\$1,166	N/A	\$1,166
35	Southwest Regional Library	CARRIER	90	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
36	College Park Health Center	TRANE	30	R410	\$460	\$45	\$378	N/A	\$422	N/A	\$422
37	College Park Health Center	TRANE	30	R410	\$460	\$45	\$378	N/A	\$422	N/A	\$422
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$1,145	\$1,145
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$1,779	\$1,779
40	South Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
41	South Fulton Service Center	TRANE	91	R134	\$460	\$30	\$158	\$3,531	\$1,588	N/A	\$1,588
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$974	\$974
43	Health and Human Services Building	MCQUAY	90	R410	\$460	\$45	\$378	N/A	\$936	N/A	\$936
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	\$1,779	\$1,779
45	Milton Library	MCQUAY	90	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
46	Wolf Creek Library	YORK	90	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936
47	Alpharetta Library	MCQUAY	90	R134	\$460	\$30	\$378	N/A	\$936	N/A	\$936

YEAR 2025

25ITB1315442C-JNJ
Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

(1st Renewal Term)
YEAR 2026

Sl. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser & Evaporator	[A] Cost of Annual Maintenance	[B] Annual Maintenance of Cooling Tower each site	Total of [A] + [B]
1	Central Library	MCQUAY	200	R134	\$460	\$30	\$736	\$4,701	\$2,496	N/A	\$2,496
2	Central Library	MCQUAY	300	R134	\$460	\$30	\$736	\$4,701	\$2,496	N/A	\$2,496
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$3,489	\$3,489
4	Auburn Avenue Research Library	MCQUAY	80	R22	\$460	\$110	\$378	N/A	\$965	N/A	\$965
5	Auburn Avenue Research Library	MCQUAY	80	R22	\$460	\$110	\$378	N/A	\$965	N/A	\$965
6	Justice Tower	TRANE	880	R123	\$460	\$60	\$236	\$6,769	\$5,714	N/A	\$5,714
7	Justice Tower	TRANE	880	R123	\$460	\$60	\$236	\$6,769	\$5,714	N/A	\$5,714
8	Justice Tower	TRANE	200		\$460	\$60	\$236	\$6,769	\$5,714	N/A	\$5,714
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	\$6,978	\$5,714
10	Government Center	CARRIER	400	134a	\$460	\$30	\$297	\$5,690	\$3,401	N/A	\$5,714
11	Government Center	CARRIER	600	134a	\$460	\$30	\$297	\$6,986	\$3,517	N/A	\$3,517
12	Government Center	CARRIER	600	134a	\$460	\$30	\$297	\$6,986	\$3,517	N/A	\$3,517
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	\$3,489	\$3,489
14	Center for Health and Rehabilitation	TRANE	100	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
15	Center for Health and Rehabilitation	TRANE	100	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,833	\$1,833
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$460	\$30	\$378	N/A	\$965	N/A	\$965
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$460	\$30	\$378	N/A	\$965	N/A	\$965
19	Juvenile Justice Center	MCQUAY	200	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
20	Juvenile Justice Center	MCQUAY	200	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
21	Juvenile Justice Center	MCQUAY	100	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	\$3,489	\$3,489
23	Medical Examiner's Office	TRANE	100	R 134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
27	Northeast Regional Library	YORK	120	R22	\$460	\$110	\$378	N/A	\$965	N/A	\$965
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$460	\$110	\$378	N/A	\$965	N/A	\$965
29	Jefferson Place	TRANE	100	R22	\$460	\$110	\$378	N/A	\$965	N/A	\$965

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

	Homeless Complex										
30	North Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
31	North Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,833	\$1,833
33	Northwest Library	YORK	80	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$460	\$110	\$378	N/A	\$1,201	N/A	\$1,201
35	Southwest Regional Library	CARRIER	90	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
36	College Park Health Center	TRANE	30	R410	\$460	\$45	\$378	N/A	\$435	N/A	\$435
37	College Park Health Center	TRANE	30	R410	\$460	\$45	\$378	N/A	\$435	N/A	\$435
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$1,180	\$1,180
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$1,833	\$1,833
40	South Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
41	South Fulton Service Center	TRANE	91	R134	\$460	\$30	\$158	\$3,531	\$1,636	N/A	\$1,636
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,004	\$1,004
43	Health and Human Services Building	MCQUAY	90	R410	\$460	\$45	\$378	N/A	\$965	N/A	\$965
44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	\$1,833	\$1,833
45	Milton Library	MCQUAY	90	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
46	Wolf Creek Library	YORK	90	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965
47	Alpharetta Library	MCQUAY	90	R134	\$460	\$30	\$378	N/A	\$965	N/A	\$965

YEAR 2026

(2nd Renewal Term)
YEAR 2027

SI. No	Building Name	Manufacturer	Capacity In Tons	Refrigerant	Refrigerant Analysis	Refrigerant Charging per lb	Oil Replacement per gallon	Eddy Current - Condenser & Evaporator	[A] Cost of Annual Maintenance	[B] Annual Maintenance of Cooling Tower each site	Total of [A] + [B]
1	Central Library	MCQUAY	200	R134	\$460	\$30	\$736	\$4,701	\$2,571	N/A	\$2,571
2	Central Library	MCQUAY	300	R134	\$460	\$30	\$736	\$4,701	\$2,571	N/A	\$2,571
3	Central Library	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$3,594	\$3,594
4	Auburn Avenue Research Library	McQUAY	80	R22	\$460	\$110	\$378	N/A	\$994	N/A	\$994
5	Auburn Avenue Research Library	McQUAY	80	R22	\$460	\$110	\$378	N/A	\$994	N/A	\$994
6	Justice Tower	TRANE	880	R123	\$460	\$60	\$236	\$6,769	\$5,886	N/A	\$5,886
7	Justice Tower	TRANE	880	R123	\$460	\$60	\$236	\$6,769	\$5,886	N/A	\$5,886
8	Justice Tower	TRANE	200		\$460	\$60	\$236	\$6,769	\$5,886	N/A	\$5,886
9	Justice Tower	EVAPCO	880	N/A	N/A	N/A	N/A	N/A	N/A	\$7,188	\$7,188

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

10	Government Center	CARRIER	400	134a	\$460	\$30	\$297	\$5,690	\$3,504	N/A	\$3,504
11	Government Center	CARRIER	600	134a	\$460	\$30	\$297	\$6,986	\$3,623	N/A	\$3,623
12	Government Center	CARRIER	600	134a	\$460	\$30	\$297	\$6,986	\$3,623	N/A	\$3,623
13	Government Center	EVAPCO	600	N/A	N/A	N/A	N/A	N/A	N/A	\$3,594	\$3,594
14	Center for Health and Rehabilitation	TRANE	100	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
15	Center for Health and Rehabilitation	TRANE	100	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
16	Center for Health and Rehabilitation	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,888	\$1,888
17	Helene S Mills Senior MP Center	CARRIER	80	134a	\$460	\$30	\$378	N/A	\$994	N/A	\$994
18	Helene S Mills Senior MP Center	CARRIER	80	134a	\$460	\$30	\$378	N/A	\$994	N/A	\$994
19	Juvenile Justice Center	MCQUAY	200	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
20	Juvenile Justice Center	MCQUAY	200	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
21	Juvenile Justice Center	MCQUAY	100	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
22	Juvenile Justice Center	EVAPCO	500	N/A	N/A	N/A	N/A	N/A	N/A	\$3,594	\$3,594
23	Medical Examiner's Office	TRANE	100	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
24	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
25	Harriett G. Darnell Sr. Facility	TRANE	110	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
26	Robert E Fulton Regional Library at Ocee	CARRIER	100	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
27	Northeast Regional Library	YORK	120	R22	\$460	\$110	\$378	N/A	\$994	N/A	\$994
28	Jefferson Place Homeless Complex	CARRIER	100	R22	\$460	\$110	\$378	N/A	\$994	N/A	\$994
29	Jefferson Place Homeless Complex	TRANE	100	R22	\$460	\$110	\$378	N/A	\$994	N/A	\$994
30	North Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
31	North Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
32	North Fulton Service Center	MARLEY	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,888	\$1,888
33	Northwest Library	YORK	80	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
34	Tom Lowe Shooting Grounds	CARRIER	200	R22	\$460	\$110	\$378	N/A	\$1,238	N/A	\$1,238
35	Southwest Regional Library	CARRIER	90	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
36	College Park Health Center	TRANE	30	R410	\$460	\$45	\$378	N/A	\$449	N/A	\$449
37	College Park Health Center	TRANE	30	R410	\$460	\$45	\$378	N/A	\$449	N/A	\$449
38	College Park Health Center	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$1,216	\$1,216
39	Southeast Library	EVAPCO	50	N/A	N/A	N/A	N/A	N/A	N/A	\$1,888	\$1,888
40	South Fulton Service Center	TRANE	90	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
41	South Fulton Service Center	TRANE	91	R134	\$460	\$30	\$158	\$3,531	\$1,686	N/A	\$1,686
42	South Fulton Service Center	EVAPCO	100	N/A	N/A	N/A	N/A	N/A	N/A	\$1,035	\$1,035
43	Health and Human Services Building	McQUAY	90	R410	\$460	\$45	\$378	N/A	\$994	N/A	\$994

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Preventive and Predictive Maintenance Services for Chillers

Section 2
Bid Form

44	East Roswell Library	EVAPCO	90	N/A	N/A	N/A	N/A	N/A	N/A	\$1,888	\$1,888
45	Milton Library	McQUAY	90	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
46	Wolf Creek Library	YORK	90	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994
47	Alpharetta Library	McQUAY	90	R134	\$460	\$30	\$378	N/A	\$994	N/A	\$994

YEAR 2027

Pricing for Labor Charges

Description	2025	2026	2027
Labor charges per hour applicable for <u>normal hours of Operation</u> (7:00 A.M.– 5 P.M., Monday through Friday excluding Fulton County observed holidays)	\$129	\$129	\$129
Labor charges per hour applicable <u>after normal hours of operation</u> (5:01 P.M.– 6:59 A.M. Monday through Friday, all Week end days and Fulton County observed holidays)	\$155	\$155	\$155

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

N/A _____ Dollars

(\$N/A _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	_____ 1 _____	DATED	_____ 2/25/2025 _____
ADDENDUM #	_____ 2 _____	DATED	_____ 3/4/2025 _____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: Mallory & Evans

Signed by: John Catalano
[Type or Print Name]

Title: Executive Vice President / General Manager

Business Address: 625 Kentucky St
Scottdale, GA 30079

Business Phone: 404-297-1007

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
John G. Dixon Jr.	625 Kentucky St., Scottdale, GA 30079
John Catalfano	626a Kentucky St., Scottdale, GA 30079
Nayasha Mendez	626a Kentucky St., Scottdale, GA 30079

END OF SECTION

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Mallory & Evans Service Co., Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

2365460

EEV/Basic Pilot Program* User Identification Number

Mallory & Evans Service Co., Inc.BY: Authorized Officer of Agent
(Insert Contractor Name)Executive Vice President/General ManagerTitle of Authorized Officer or Agent of ContractorJohn CatalanoPrinted Name of Authorized Officer or AgentSworn to and subscribed before me this 10th day of November, 2025Notary Public: Nayasha MeCounty: GwinnettCommission Expires: March 24, 2028

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

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

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Mallory & Evans behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

386422
EEV/Basic Pilot Program* User Identification Number

[Signature] of Central Electrical Systems
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

CEO / CFO
Title of Authorized Officer or Agent of Subcontractor

Carey P. Holtzendorf, Jr.
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10th day of March, 2025

Notary Public: Victoria Beasley

County: Floyd

Commission Expires: 12/18/28



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: N/A

Utility Contractor's Name: N/A

Expiration Date of License: N/A

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

Signed: N/A

Date: N/A

(ATTACH COPY OF LICENSE)

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

Contractor's Name: N/A

General Contractor's License Number: N/A

Expiration Date of License: N/A

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

Signed: N/A

Date: N/A

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Mallory & Evans Service Co., Inc.

Performing work as: Prime Contractor X Sub-Contractor

Professional License Type: Conditioned Air Non-Restricted

Professional License Number: CN210387

Expiration Date of License: 11/30/2025

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

Signed: Chad Powell

Date: 3/10/2025

(ATTACH COPY OF LICENSE)



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

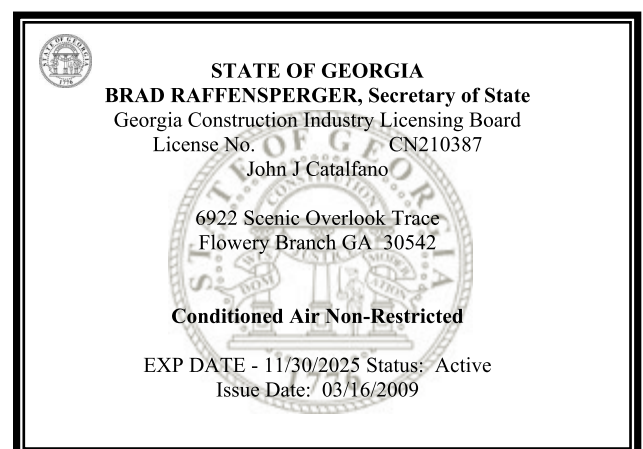
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

John J Catalfano
6922 Scenic Overlook Trace
Flowery Branch GA 30542



FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

*Please see the next 3 pages for a response to this questionnaire.

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

*Please see the next 3 pages for a response to this questionnaire.

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

*Please see the next 3 pages for a response to this questionnaire.



Mallory & Evans Service Co., Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

Name: John G. Dixon Jr.
Address: 625 Kentucky St., Scottdale, GA 30079
Ownership interests: 100%
Title: CEO

Name: Blair Matthews
Address: 625 Kentucky St., Scottdale, GA 30079
Ownership interests: 0%
Title: CFO

Name: John Catalfano
Address: 646a Kentucky St., Scottdale, GA 30079
Ownership interests: 0%
Title: Executive Vice President/General Manager

Name: Tom Freeman
Address: 646a Kentucky St., Scottdale, GA 30079
Ownership interests: 0%
Title: Executive Vice President of Design & Technical Ops

Name: Nayasha Mendez
Address: 626a Kentucky St., Scottdale, GA 30079
Ownership interests: 0%
Title: Divisional Controller



Mallory & Evans Service Co., Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007

Form D:

OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

Over the past 5 years, Mallory & Evans has seen a mode of growth every year.

During this time, we have:

- Increased our training and safety program
- Updated our policies
- Modernized our tools and management software
- Integrated tablets to our reporting
- Improved our technical support to include video

We have also expanded:

- Our service territory
- The average size of projects we execute
- The services we offer

This was possible because of the existing and new seasoned and experienced team members we have added to our staff.

And all this was done while maintaining the high quality results we are known for.



Mallory & Evans Service Co., Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

- No Mallory & Evans employee has directly had a business relationship with Fulton County.

- Mallory & Evans has performed various projects for Fulton County and its employees have therefore had indirect relationships with Fulton County due to the projects that have been completed through Mallory & Evans. Some of the projects that Mallory & Evans has completed for Fulton County in the past are:

- 19RFP020819K-MH - DESIGN/BUILD FOR THE REPLACEMENT/REFURBISHMENT OF AIR HANDLING UNITS & ASSOCIATED FANS
- 20RFP125803K-JAJ - DESIGN/BUILD FOR THE REPLACEMENT AND/OR REFURBISHMENT OF AIR HANDLING UNITS & ASSOCIATED FANS – PHASE II
- 21RFP132087K-DB - DESIGN/BUILD SERVICES FOR THE FULTON COUNTY GOVERNMENT CENTER COOLING TOWER REPAIR AND RETROFIT
- 22RFP136813K-DB - DESIGN/BUILD FOR THE REPLACEMENT AND/OR REFURBISHMENT OF AIR HANDLING UNITS, AND REPLACEMENT OF ASSOCIATED FANS AND DUCT HEATERS – PHASE III

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

25ITB1315442C-JNJ
Predictive and Preventive Maintenance Services for Chillers

Section 6
Purchasing Forms & Instructions

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

On this 10 day of MARCH, 2025

John Catalfano 3-10-25
(Legal Name of Proponent) (Date)

[Signature] 3-10-25
(Signature of Authorized Representative) (Date)
Executive VP/General Manager
(Title)

Sworn to and subscribed before me,

This 10th day of March, 2025

Nayasha Mendez
(Notary Public) (Seal)

Commission Expires March 24, 2028
(Date)

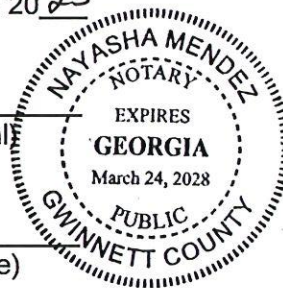


EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Chad Powell),
Name

Account Manager Mallory & Evans
Title Company Name

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

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

NAME: Chad Powell TITLE: Account Manager

SIGNATURE: Chad Powell

ADDRESS: 626a Kentucky St., Scottdale, GA 30179

PHONE NUMBER: 678-557-9058 EMAIL: chpowell@malloryevansservice.comn

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Mallory & Evans

ITB/RFP Name & Number: 25ITB1315442C-JNJ - Preventive and Predictive Maintenance Services for Chillers

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒, is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ☐ **Small Business (SBE)**; ☐ **Service Disable Veteran (SDVBE)** ☐ **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

☐ Male or ☐ Female (Check the appropriate boxes).

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

\$ 85,960 Or 95.5 %

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

JV Partner(s) information:

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

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

Total Dollar Value of Certified Subcontractors: (\$) 4,040

Total Percentage of Certified Subcontractors: (%) 4.5%

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

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

Signature:  **Title:** Executive VP/General Manager

Business or Corporate Name: Mallory & Evans Service Co., Inc.

Address: 625 Kentucky St., Scottdale, GA 30179

Telephone: (770) 297-1007

Fax Number: (404) 297-9626

Email Address: jcatalfano@malloryevansservice.com

UTILIZATION REPORT – Post Award

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



Mallory & Evans Service Co., Inc.

646A Kentucky Street, Scottdale, GA 30079 | (404) 297-1007

Section 7: Contract compliance

Utilization Plan and Determination of GOOD FAITH/UTILIZATION Efforts

Mallory & Evans does not discriminate against persons due to race, color, creed, religion, gender, or national origin. Mallory & Evans is not a minority owned company, but Mallory & Evans does employ people of various races, colors, creeds, religions, genders, and national origins. Mallory & Evans employs people of various talents that are trained and capable of performing the work required in the base bid portion of the preventive maintenance of the chillers and cooling towers in this ITB except for handling electrical sources above 600V. The 3 chillers in the Justice Tower have a 4160V medium voltage source. Due to needing a subcontractor for the 3 medium voltage starters, the Fulton County website for diversity compliance that was mentioned in the ITB document was utilized to search for qualified MBE and FBE subcontractors who are capable of this specialized work. Of the 40 contractors that populated from the search for "electrical", Mallory & Evans used the links to visit the website of these contractors (if a website was available). After searching these websites for their listed capabilities and/or services, 12 were found to possibly do medium voltage electrical work. All 12 were contacted via email for their interest in doing the medium voltage portion of the starter testing for the chillers at the Justice Tower. After 4 days, there were 2 responses about interest, but no pricing was submitted by the 2 responsive contractors. Our pricing is based on utilizing a trusted partner that Mallory & Evans has used on previous projects with medium voltage work, but this trusted partner is not a minority contractor.

[illegible]

[illegible]

EXHIBIT C

FORM SUBCONTRACTOR

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Insurance and Risk Management Provisions

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

- | | | |
|---|-----------------|-------------|
| 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE | | |
| Bodily Injury & Property Damage | Each Occurrence | \$1,000,000 |
| (Including operation of non-owned, owned, and hired automobiles). | | |
|
 | | |
| 4. UMBRELLA LIABILITY | Per Occurrence | \$1,000,000 |
| (in excess of above noted coverage) | | |

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates must list Project Name (where applicable).

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions

during the progress of the work to protect all persons and the property of others from damage or loss.

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Mallory & Evans Service Co., Inc. SIGNATURE: 

NAME: John Catalfano

TITLE: VP/General Manager

DATE: 3-10-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2025

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

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

PRODUCER Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 FAX (A/C, No): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Amerisure Insurance Company	
INSURER B: Amerisure Mutual Insurance Company	
INSURER C: Federal Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1969276072**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CPP21148740401	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA21148730402	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CU21148750402	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC21148760402	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Builders Risk/Installation	Y	Y	CPP21148740401	7/1/2024	7/1/2025	Jobsite (spec form) \$2,000,000
A	(incl Stored Matis)	Y	Y	CPP21148740401	7/1/2024	7/1/2025	Temp Loc/Transit \$1 MIL / \$1 MIL
C	Crime - 3rd Party - Client Cvg	Y	Y	J06249784	7/1/2024	7/1/2025	Ded \$25,000 \$1,500,000

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

Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Automobile Liability, and Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability, Automobile Liability, and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation; 30 day Notice of Cancellation (10 day for non payment); Per Project Aggregate applies to the General Liability.

FORMS:
 CG7324 0323 - Contractor's Blanket Additional Insured Endorsement - Form A
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government – Purchasing and Contract
 Compliance Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Yates, LLC		NAMED INSURED Mallory & Evans Service Company, Inc. 625 Kentucky Street Scottdale GA 30079
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CG7049 0417 - Contractors General Liability Extension Endorsement
CA7115 1109 - Advantage Commercial Automobile Broad Form Endorsement
CA7165 0911 - Designated Insured - Primary Non-Contributory Coverage When Required by Insured Contract or Certificate
CUDS7102 0414 - Schedule of Underlying Insurance
CU0001 0413 - Commercial Liability Umbrella Coverage Form
CU7467 0323 Primary Non-Contributory Coverage When Required By A Written Agreement
CU2403 0900 – Waiver of Transfer of Rights of Recovery Against Others to Us
WC000313 (Ed. 4-84) - Waiver of Our Right to Recover from Others Endorsement
IL7066 0714 - Blanket Notice of Cancellation, Nonrenewal or Material Change - Third Party

Project: INVITATION TO BID 25ITB1315442C-JNJ: PREVENTIVE AND PREDICTIVE MAINTENANCE SERVICES FOR CHILLERS For DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT

Entities: Fulton County Government, Its Officials, Officers and Employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP21148740401	Agency Number 0805518	Policy Effective Date 07/01/2024
Policy Expiration Date 07/01/2025	Date 07/30/2024	Account Number 20077412
Named Insured MALLORY & EVANS SERVICE COMPANY INC	Agency YATES, LLC	Issuing Company AMERISURE INSURANCE COMPANY

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
 - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
 - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the “written agreement” specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” for that insured by or for you.
2. If the “written agreement” requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the “written agreement” requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the “written agreement”.
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. “Bodily injury” or “property damage” included in the “products-completed operations hazard” unless the “written agreement” specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the “written agreement” requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the “written agreement”.
2. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of, or failure to render, any professional services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Opinions;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:
Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
 - 1.** The use of elevators; or
 - 2.** Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
 - 1.** Failure of any products to accomplish their intended purpose;
 - 2.** Breach of warranties of fitness, quality, durability or performance;
 - 3.** Loss of customer approval or any cost incurred to regain customer approval;
 - 4.** Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
 - 5.** Caprice or whim of the insured;
 - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 8.** Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
 - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and
- b. “Product recall expenses”.

8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all “product recall expenses” arising out of the same defect or deficiency.

5. **NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) The aircraft is rented to you with a trained, paid crew; and
 - (c) The aircraft is not being used to carry any person or property for a charge.

6. **BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph c. of “Insured Contract” is deleted and replaced by the following:

- c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph f.(1) of “Insured Contract” is deleted.

7. **CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph 2. **Exclusions**, paragraph e. **Contractual Liability** is deleted.

8. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

9. **BROADENED WHO IS AN INSURED**

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2.** Each of the following is also an insured:
- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
 - (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.

Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:

 - (i)** Managers;
 - (ii)** Supervisors;
 - (iii)** Directors; or
 - (iv)** Officers;

with respect to "bodily injury" to a co-"employee".
 - (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by;
 - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c.** Any person or organization having proper temporary custody of your property if you die, but only;

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- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph i. does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs f. through i. above will be primary and non-contributory

relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded until the end of the policy period.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

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

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
2. **SECTION IV**, paragraph **4.b. Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. “Specific Perils” means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or “water damage”.

“Water damage” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD’S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2.**

Exclusions, j. Damage to Property, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1)** Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2)** Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

21. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e.** Rental of necessary additional warehouse or storage space;

- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of “your products” that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid “bodily injury” or “property damage”.

22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, subparagraph a. **Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, exclusion k. **Damage to Your Product** and exclusion l. **Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

“Property damage” to “your product” arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) “Collapse”; or
- (4) Explosion.

For purposes of exclusion k. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”. This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) Fire;
 - (b) Smoke;
 - (c) “Collapse”; or
 - (d) Explosion.

For purposes of exclusion l. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

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

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Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

24. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

- (1)** Injury;
- (2)** Disability;
- (3)** Sickness; or
- (4)** Disease;

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

- (5)** Anguish;
- (6)** Injury;
- (7)** Humiliation;
- (8)** Fright; or
- (9)** Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

c. All "bodily injury" described in paragraph **3.b. shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.**

25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

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

The premium for this endorsement is \$ \$550.00

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1)** Coverage under this provision is afforded only until the end of the policy period;
 - (2)** Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3)** Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e.** Any "employee" of yours using:
 - (1)** A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

 - (1)** Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

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

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

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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

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

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

The Schedule of Underlying Insurance is part of Policy No. CU 21148750402

Carrier, Policy Number, Policy Period	Type of Policy	Limits of Liability	
AMERISURE MUTUAL INSURANCE COMPANY WC 21148760402 07/01/2024 - 07/01/2025	Standard Workers Compensation and Employers Liability	Employers Liability \$1,000,000 \$1,000,000 \$1,000,000	Bodily Injury by Accident - each accident Bodily Injury by Disease - each employee Bodily Injury by Disease - policy limit
AMERISURE INSURANCE COMPANY CPP21148740401 07/01/2024 - 07/01/2025	General Liability	Each Occurrence \$1,000,000 Personal & Advertising Injury (Any one person or organization) \$1,000,000 Aggregates \$2,000,000 \$2,000,000	General Aggregate Products - completed operations Aggregate
AMERISURE MUTUAL INSURANCE COMPANY CA21148730402 07/01/2024 - 07/01/2025	Automobile Liability	Each Accident \$1,000,000	
AMERISURE INSURANCE COMPANY CPP21148740401 07/01/2024 - 07/01/2025	Employee Benefits Liability	\$1,000,000 \$2,000,000	Each Employee Annual Aggregate

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a)(i) or (ii) above.

- (b) "Property damage" to property:
 - (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **B**.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

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

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

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

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

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

With respect to any additional insured coverage provided under this policy, or by any endorsement to this policy, **SECTION IV – CONDITIONS**, paragraph **5. Other Insurance** is deleted and replaced by the following:

5. Other Insurance

- a.** Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1)** Primary;
- (2)** Excess;
- (3)** Contingent; or
- (4)** On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if a “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

For the purposes of the coverage provided by this endorsement, a “written agreement” means a written contract or written agreement that:

- 1.** requires you to include a person or organization as an additional insured for a period of time during the policy period; and
- 2.** is executed prior to the occurrence of “bodily injury”, “property damage”, or “personal and advertising injury” that forms the basis for a claim under this policy.

POLICY NUMBER: CU 21148750402

COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

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:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE

<p>Name Of Person Or Organization: ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF INSURANCE</p>

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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 required by written contract or Certificate of Insurance. 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 endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, and Utah.
- The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:
- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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
Insured

Policy No.

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance



Department of Planning & Sustainability
Division of Business Licensing
178 Sams Street, Decatur, GA 30030
(404) 371-2461
BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

MALLORY/EVANS SERVICE COMPANY
625 KENTUCKY ST
SCOTTDALÉ, GA 30079-1124

Business Name:
MALLORY & EVANS SERVICE COMPANY, INC.
620 KENTUCKY ST
SCOTTDALÉ, GA 30079-

This is your Business and Occupation Tax Certificate for 2024. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

.....
Detach the certificate below and display it for public view at your place of business.

This certificate must be displayed for public view

Not Transferable

Department of Planning & Sustainability
178 Sams Street, Decatur, GA 30030

BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

MALLORY/EVANS SERVICE COMPANY
625 KENTUCKY ST
SCOTTDALÉ, GA 30079-1124



DeKalb County
GEORGIA

20

24

ACCOUNT: 115721

**EXPIRES:
12/31/2024**

MALLORY & EVANS SERVICE COMPANY,
INC.
620 KENTUCKY ST
SCOTTDALÉ, GA 30079-

Business Description: HEATING/AC SERVICE CONTRACTOR

This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

N/A




Certificate Of Completion

Envelope Id: 210B3286-1454-4221-8F95-B292CC314453	Status: Sent
Subject: 25ITB1315442C-JNJ Mallory & Evans Contract.pdf	
Parcel ID:	
Employee Name:	
Source Envelope:	
Document Pages: 111	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	
	Envelope Originator:
	Jakeiah Johnson
	141 Pryor Street
	Purchasing & Contract Compliance, Suite 1168
	Atlanta, GA 30303
	jakeiah.johnson@fultoncountyga.gov
	IP Address: 107.217.195.227

Record Tracking

Status: Original	Holder: Jakeiah Johnson	Location: DocuSign
5/8/2025 12:40:00 PM	jakeiah.johnson@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events	Signature	Timestamp
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john catalfano	<div>Signed by:</div> <div></div> <div>03C0AE6F3D5F48A...</div>	Sent: 5/8/2025 12:44:12 PM
jcatalfano@malloryevansservice.com		Viewed: 5/8/2025 12:45:08 PM
Executive VP/ GM		Signed: 5/11/2025 9:45:33 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 64.72.84.242	

Electronic Record and Signature Disclosure:
Accepted: 5/8/2025 12:45:08 PM
ID: 76763041-af12-498b-9559-3d827c011078

Nayasha Mendez	Sent: 5/11/2025 9:45:35 AM
nmendez@malloryevansservice.com	
Controller	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Jakeiah Johnson
jakeiah.johnson@fultoncountyga.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Joseph Davis
Joseph.Davis@fultoncountyga.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/10/2025 11:27:49 AM
ID: e9ed128c-b0e1-4a54-95aa-1999c3eca35b

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/8/2025 12:44:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Fulton County, Georgia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glenn.king@fultoncountyga.gov

To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glenn.king@fultoncountyga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.