

## **AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: Osborne & Witt Inc. d/b/a Allied Fence Co.

Contract No.: 23ITB138304C-JNJ, Standby Fencing Installation and Repair

Address: P O Box 276  
City, State Mableton, GA 30126

Telephone: 770-944-1501

Email: Todd@alliedfence.com

Contact: Todd Edlin  
President

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Osborne & Witt Inc. d/b/a Allied Fence Co., to provide all materials, labor, tools, equipment, and appurtenances necessary for Standby Fencing Installation and Repair, dated the 1st day of January 2024, on behalf of the Department Of Real Estate & Asset Management; and

WHEREAS, the purpose of this amendment is to increase the spending authority to cover the costs for a one-time capital project to enhance security at the Juvenile Justice Center Judges' parking area by installing 8 ft high perimeter security fencing, to deter ongoing vehicle vandalism, FY2025; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on July 9, 2025; BOC Item 25-.

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

This Amendment No. 1 to Form of Contract is effective as of the 18th day of June, 2025, between the County and Osborne & Witt Inc. d/b/a Allied Fence Co., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The Scope of Work for this one time capital project to enhance security at the Juvenile Justice Center Judges' parking area by installing 8 ft high perimeter security fencing, to deter ongoing vehicle vandalism, includes: a) Remove the existing perimeter fence; b) Replace it with

8'+1' expanded metal (Amico); and, c) Install 151' of 8' Aegis II Invincible as a secondary fence.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$200,000.00 (Two Hundred Thousand dollars no cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

**[INTENTIONALLY LEFT BLANK]**

**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**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph N. Davis, Director  
Department of Real Estate & Asset  
Management

CONTRACTOR:

**OSBORNE & WITT INC. D/B/A  
ALLIED FENCE CO.**

\_\_\_\_\_  
Todd Edlin  
President

ATTEST:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>	ITEM#: _____ 2 <sup>ND</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
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