



**DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

**CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT:** Real Estate and Asset Management

**BID/RFP# NUMBER:** 23ITB110923C-GS (C)

**BID/RFP# TITLE:** HVAC On Call Maintenance Services Countywide

**ORIGINAL APPROVAL DATE:** 3/6/2024

**RENEWAL EFFECTIVE DATES:** 1/1/2025 **THROUGH** 12/31/2025

**RENEWAL OPTION #:** 1 OF 2

**NUMBER OF RENEWAL OPTIONS:** 2

**RENEWAL AMOUNT:** \$250,000.00

**COMPANY'S NAME:** 5 Seasons Mechanical, LLC.

**ADDRESS:** 4000 DeKalb Technology Parkway, Building 100

**CITY:** Atlanta

**STATE:** Georgia

**ZIP:** 30340

**This Renewal Agreement No.   1   was approved by the Fulton County Board of**

**Commissioners on BOC DATE:   10/16/2024   BOC NUMBER:   24-0682**

**CERTIFICATE OF INSURANCE:** The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

**SIGNATURES: SEE NEXT PAGE**

**SIGNATURES:**

**Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:**

**FULTON COUNTY, GEORGIA**

**5 SEASONS MECHANICAL, LLC**

Signed by:  
*Robert L. Pitts*  
14E1B4AA5F6A44A...  
**Robert L. Pitts, Chairman**  
**Fulton County Board of Commissioners**

Signed by:  
*Adam Soyah*  
83715508C85A486...  
**Anouar Soyah**  
**Chief Operation Officer**

**ATTEST:**

**ATTEST:**

DocuSigned by:  
*Tonya R. Grier*  
EEC476C4837648D...  
**Tonya R. Grier**  
**Clerk to the Commission**

Signed by:  


**Secretary/  
Assistant Secretary**

**(Affix County Seal)**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

**ATTEST:**

Signed by:  
*Joseph N. Davis*  
E45C5C5F17FB417...  
**Joseph N. Davis, Director**  
**Department of Real Estate and Asset Management**

Signed by:  
*Stacey Brouhard*  
E6455A5ECF1E4A0...  
**Notary Public**

County: Fulton

Commission Expires: 7/28/2025

(Affix Notary Seal)  
Signed by:  


ITEM#: _____ RCS: _____ <b>REGULAR MEETING</b>	24-0682 ITEM#: _____ 2 <sup>nd</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
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# CERTIFICATE OF INSURANCE





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED 5 Seasons Mechanical, LLC	
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: Notes

Insurer B: Vantage Risk Specialty Insurance Company  
 Excess Liability  
 Policy Number: P03XC0000069820  
 Policy Limit: \$3,000,000/\$3,000,000  
 Policy Period: 10/24/2024 - 09/04/2025

Insurer C: MS Transverse Specialty Insurance Company  
 Excess Liability  
 Policy Number: EMR0000058100  
 Policy Limit: \$2,000,000/\$2,000,000  
 Policy Period: 10/24/2024 - 09/04/2025

Insurer D: The North River Insurance Company  
 Excess Liability  
 Policy Number: 5821219161  
 Policy Limit: \$5,000,000/\$10,000,000  
 Policy Period: 09/04/2024 - 10/24/2024

**24-0682 Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB110923C-GS, HVAC On Call Maintenance Services Countywide in an amount not to exceed \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in an amount not to exceed \$400,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in an amount not to exceed \$350,000.00; (C) 5 Seasons Mechanical LLC (Norcross, GA) in an amount not to exceed \$250,000.00; and (D) JR Hobbs Co. - Atlanta, LLC (Lawrenceville, GA) in an amount not to exceed \$200,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

**24-0683 Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide, in an amount not to exceed \$345,000.00 with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in an amount not to exceed \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in an amount not to exceed \$125,000.00; and (C) Brad Construction Company II (Fayetteville, GA) in the amount not to exceed \$75,000.00, to provide carpet, carpet tile installation and repair services on an "as-needed" basis for Countywide facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

**24-0684 Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138804C-GS, Electrical on Call Maintenance Services Countywide in an amount not to exceed \$375,000.00, with (A) Capital City Electrical Services, LLC (Norcross, GA) in an amount not to exceed \$165,000.00; (B) ALL-N-1 Security Services, Inc. (Atlanta, GA) in an amount not to exceed \$160,000.00; and (C) Electrify Atlanta, LLC (Roswell, GA) in an amount not to exceed \$50,000.00, to provide standby on-site electrical on-call maintenance services on an "as needed" basis for all Fulton County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

**COUNTY MANAGER'S ITEMS****Open & Responsible Government****24-0685 County Manager**

Presentation of the Fulton County Operational Report.

**24-0686 Finance**

Presentation, review, and approval of October 16, 2024, Budget Soundings and Resolution.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –**  
**FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> CPP21151870301	<b>Agency Number</b> 0825039	<b>Policy Effective Date</b> 05/24/2024
<b>Policy Expiration Date</b> 09/04/2024	<b>Date</b> 05/24/2024	<b>Account Number</b> 10974270
<b>Named Insured</b> 5 Seasons Mechanical, LLC	<b>Agency</b> BROWN & BROWN OF FLORIDA, INC./FT. LAUDERDALE	<b>Issuing Company</b> AMERISURE INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:



- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

g. The insurance provided to the additional insured does not apply to "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:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

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

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance 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.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph **2.h. Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph **2.h. Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**CG 20 10 11 85** Copyright, Insurance Services Office, Inc., 1984

- j.** The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

POLICY NUMBER: CA20566621601

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA 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 \$ \$1,000.00

#### **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:

"Bodily injury" to 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 or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

### 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

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- (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.

**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. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**SCHEDULE**

**Description of Covered "Auto":**

**Limit of Insurance**  
\$1,000

**Deductible**  
\$250

**A. Coverage**

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

**B. Exclusions**

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

**C. Limit of Insurance**

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

**D. Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**E. When This Provision Becomes Void**

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

**EXHIBIT H**

**PAYMENT & PERFORMANCE BONDS**

## Certificate Of Completion

Envelope Id: FD1C9934-9AF1-4589-BAB9-00D992597796

Status: Completed

Subject: 23ITB110923C-GS (C) HVAC On Call Maintenance Services Countywide Exhibit 1 Contract Renewal Agmt

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 18

Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 5

Initials: 0

Stamps: 2

Envelope Originator:

Gertis Strozier

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlanta, GA 30303

gertis.strozier@fultoncountyga.gov

IP Address: 74.174.59.4

## Record Tracking

Status: Original

10/16/2024 4:32:35 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Gertis Strozier

gertis.strozier@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: DocuSign

## Signer Events

Adam Soyah

sbrouhard@5-sm.com

Security Level: Email, Account Authentication (None)

## Signature

Signed by:

*Adam Soyah*

83715508C85A486...

Signature Adoption: Pre-selected Style

Using IP Address: 96.67.123.108

## Timestamp

Sent: 10/23/2024 11:47:08 AM

Viewed: 10/31/2024 9:55:38 AM

Signed: 11/21/2024 2:51:42 PM

## Electronic Record and Signature Disclosure:

Accepted: 10/31/2024 9:55:38 AM

ID: 82c295a5-b315-4c62-939a-942b2e0156ec

Stacey Brouhard

accounting@5-sm.com

Security Level: Email, Account Authentication (None)

Signed by:

*Stacey Brouhard*

F6455A5ECF1F4A0...



Signature Adoption: Pre-selected Style

Using IP Address: 96.67.123.108

Sent: 11/21/2024 2:51:43 PM

Viewed: 11/21/2024 3:03:56 PM

Signed: 11/21/2024 3:04:38 PM

## Electronic Record and Signature Disclosure:

Accepted: 7/29/2024 2:06:23 PM

ID: b582454a-23e6-4cc2-b9a0-6e37967aff3b

Gertis Strozier

gertis.strozier@fultoncountyga.gov

Assistant Purchasing Agent

CRM SERVICES, LLC

Security Level: Email, Account Authentication (None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**Completed**

Using IP Address: 76.198.156.253

Sent: 11/21/2024 3:04:41 PM

Viewed: 11/21/2024 3:15:02 PM

Signed: 11/26/2024 8:29:52 AM

**Signer Events**

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

**Signature**

Signed by:  
  
E45C5C5F17FB417...  
Signature Adoption: Pre-selected Style  
Using IP Address: 69.236.118.50  
Signed using mobile

**Timestamp**

Sent: 11/26/2024 8:29:57 AM  
Viewed: 11/26/2024 8:30:19 AM  
Signed: 11/26/2024 8:30:35 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/26/2024 8:30:19 AM  
ID: 4bc7e4f8-2360-4021-b0e6-0e83aa4b05eb

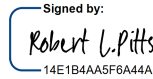
Nikki Peterson  
nikki.peterson@fultoncountyga.gov  
Chief Deputy Clerk to the Board of Commissioners  
Fulton County Government  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 68.208.197.4

Sent: 11/26/2024 8:30:39 AM  
Viewed: 11/26/2024 11:29:02 AM  
Signed: 11/26/2024 11:29:29 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/27/2017 1:39:37 PM  
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

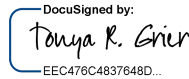
Robert L.Pitts  
harriet.thomas@fultoncountyga.gov  
Chairman  
Security Level: Email, Account Authentication (None)

Signed by:  
  
14E1B4AA5F6A44A...  
Signature Adoption: Pre-selected Style  
Using IP Address: 166.137.83.51  
Signed using mobile

Sent: 11/26/2024 11:29:32 AM  
Viewed: 11/26/2024 5:44:30 PM  
Signed: 11/26/2024 5:44:43 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/26/2024 5:44:30 PM  
ID: 7dbf950c-bc88-424f-8a40-bfd3288af04f

Tonya R. Grier  
tonya.grier@fultoncountyga.gov  
Clerk to the Commission  
Fulton County  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
EEC476C4837648D...

Sent: 11/26/2024 5:44:46 PM  
Viewed: 11/26/2024 5:47:14 PM  
Signed: 11/29/2024 6:10:25 PM



Signature Adoption: Pre-selected Style  
Using IP Address: 99.96.24.191

**Electronic Record and Signature Disclosure:**  
Accepted: 3/16/2018 10:54:59 AM  
ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

Gertis Strozier  
gertis.strozier@fultoncountyga.gov  
Assistant Purchasing Agent  
CRM SERVICES, LLC  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 74.174.59.4

Sent: 11/29/2024 6:10:30 PM  
Viewed: 11/29/2024 6:12:35 PM  
Signed: 12/17/2024 1:01:13 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dian DeVaughn Dian.DeVaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 12/17/2024 1:01:18 PM Viewed: 12/17/2024 2:08:54 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/16/2024 4:46:21 PM
Envelope Updated	Security Checked	10/23/2024 12:51:22 PM
Envelope Updated	Security Checked	11/26/2024 8:29:12 AM
Certified Delivered	Security Checked	11/29/2024 6:12:35 PM
Signing Complete	Security Checked	12/17/2024 1:01:13 PM
Completed	Security Checked	12/17/2024 1:01:18 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**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

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