



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

**Cooperative Agreement NASPO ValuePoint
#22PSX0086AD, IT Managed Service Providers**

For

**Fulton County Department of Information
Technology**

Contract Agreement

This Agreement for temporary staffing services is made and entered into by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County” and **UWORK.COM, INC. d/b/a COVENDIS TECHNOLOGIES, INC.**, hereinafter referred to as “Covendis” or “Contractor”, authorized to transact business in the State of Georgia.

Contract Documents

County and Vendor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of NASPO ValuePoint Contract 22PSX0086AD IT Managed Service Providers
- III. Attachment A, Scope of Work
- IV. Attachment B, Compensation
- V. Attachment C, Service Level Agreement substituting Fulton County or (“County”) for “State” or “DOAS”
- VI. Exhibit 1, Fulton County Pay and Holiday Schedule
- VII. Exhibit 2, Certificate of Insurance
- VIII. Georgia Security and Immigration Contractor Affidavit

This Agreement was approved by the Fulton County Board of Commissioners on December 17, 2025, BOC Item # 25-0966 In the amount of \$1,200,000.00.

Contract Term

The contract will commence January 1, 2026 through December 31, 2026.

Contract Modification

If during performing the services under this Agreement, the County and Agency agree that due the nature of the services being provided, it is understood that the County will need flexibility in order to meet the needs of the User Department. Therefore, when it is necessary, the County may make changes to the services as described herein and in the referenced exhibits. Any such changes will be incorporated by written amendments in the form of a Contract Modification. Any modification(s) to this Agreement must be documented in writing in the form of a Purchase Order (“PO”) Modification or an Amendment to this Agreement.

The PO Modification form must be approved and signed by the User Department Head or his/her designee and submitted in AMS to the Department of Purchasing & Contract Compliance. The Department of Purchasing & Contract Compliance will issue a PO

Modification documenting the modification to this Agreement to the Agency and the User Department.

The Amendment and/or supplemental agreement shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated herein by reference.

Indemnification

Covendis shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnify and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

Covendis agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the City of Atlanta Special Procurement Contract Number SP-S/DAIM/2210-1230127. Covendis agrees to maintain insurance coverage during the entire term of this Agreement. 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.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By the County to: Chief Information Officer
Information Technology
141 Pryor St S.W, Suite
Atlanta, Georgia 30303
Attn: Kevin Kerrigan
Email: kevin.kerrigan@fultoncountyga.gov

With a copy to: Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to: uWork.com, Inc. d/b/a Covendis Technologies, Inc.
200 Walker Street, SW, Suite B
Atlanta, GA 30313
Attn: Sarah Loftus
Email: Sarah.loftus@covendis.com

Cooperation with other Contractor

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Consultants and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractor under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

**UWORK.COM, INC. D/B/A
COVENDIS TECHNOLOGIES, INC**

Robert L. Pitts

Raymond Tsao

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Raymond Tsao, CEO
Covendis Technologies

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

Chad Alexis

Office of the County Attorney

APPROVED AS TO CONTENT:

Kevin Kerrigan

Kevin Kerrigan, CIO
Department of Information Technology

<p>ITEM#: _____ RCS: _____</p> <p>FIRST REGULAR MEETING</p>	<p>ITEM#: <u>25-0966</u> RM: <u>12/17/2025</u></p> <p>SECOND REGULAR MEETING</p>
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ATTACHMENT A

SCOPE OF WORK

The Contractor shall provide On-Call IT Services for the Fulton County Department of Information Technology.

A. The contractor shall provide the temporary staffing positions detailed in Attachment C as well as other critical positions determined by the Chief Information Officer to address business continuity and operations.

B. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday. Completed. Exceptions to these hours (including holidays, Saturdays, and Sundays) must have prior written approval of the County.

C. Observed Holidays

The County observes the following holidays (see Exhibit 1):

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Memorial Day	Thanksgiving
Juneteenth Day	Christmas
Independence Day	New Year's Eve

D. Pay Period

The Contractor's pay periods shall coincide with the County's pay periods (See Exhibit 1).

E. Automated Time and Attendance System

The Agency must utilize an automated time and attendance system to document employees' time and attendance.

F. Dashboard

The contractor shall provide the County with access to the Dashboard to track recruitment and on-boarding efforts.

G. Reporting Responsibility

The Contractor will report directly to the Chief Information Officer of the Department of Information Technology or his designated representative.

H. Work Locations

Temporary Staff positions identified will report to the locations as directed by the County.

- I. Contractor shall provide information technology (IT) vendor managed services. The IT vendor managed service is the provision and management of an organization's contingent workforce by Contractor using an end-to-end web-based technology solution. Typical responsibilities of Contractor will include overall program management, reporting and tracking, resource acquisition, performance oversight, need analysis and consultation, consolidated billing, and help desk support.

Web Based Solution

- The Contractor shall implement and maintain a customized web-based vendor management solution, which should be provided as a service and not as a licensed software that minimally includes the following capabilities:
 - o IT professional staffing search and recruitment capabilities, including specialized and niche IT area.
 - o IT professional candidates resume submission and selection capabilities.
 - o IT professional candidate ranking capabilities.
 - o Reporting capabilities for both standard and ad hoc reports
 - o On-line search and query functions
 - o Ability to capture and manage expenditures.
 - o Ability to track, monitor and manage IT professional performance.
 - o Customization to meet needs.
 - o Timekeeping and invoicing functionality
 - o Ability to complete, approve and transmit SOW to contractors.
 - o Maintain active links to contractor's service level agreements, escalation policy, procedure, and contact information.
 - o Contractor performance feedback capability
 - o Other capabilities related to services as requested.
- Contactor shall provide qualified, competent, licensed, and certified IT professionals with the specific technical expertise, experience, licenses, certifications, and other qualifications requested.
- In cases where special licenses, accreditations, or certification within five business days upon request.
- Contractor shall require any IT professional provided by Contractor to adhere to FCIT and standards.
- Contractor shall submit billing to include frequency minimally, billing must include:
 - o Contractor federal tax identification number
 - o Purchase order number

- o IT professional's name and position
 - o Actual hours worked (billed)
 - o Hourly rate billed
 - o Vendor management services fee
- The contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, taxes, federal and state unemployment insurance, liability and workers' compensation, employee benefits, and all taxes related to IT professionals. The contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hourly laws, safety and health requirements and collective bargaining laws, policies, and standards.

Ordering

- Request for services or deliverables must be submitted in the form of a SOW through Contractor's vendor management solution. The contractor shall prepare a written proposal with pricing and submit it to the requesting entity within five days of the request being submitted.

Requirements for Statements of Work

- Each SOW must, at a minimum, set forth the following:
 - o Hours, schedule, location of workplace
 - o Clearly defined milestones and deliverables (services) to be provided by Contractor
 - o FCIT requirement for reporting requirements
 - o Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by FCIT)
 - o Applicable technical standards required
 - o FCIT policies and procedures
 - o Applicable time frames or implementation schedule for the deliverables and services
 - o Evaluation, testing, and acceptance requirements
 - o Cost of the deliverables and services per product and pricing schedule, and a payment schedule for the same
 - o Position title and name of IT professional(s) performing under SOW
 - o Support and maintenance obligations, if required
 - o Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties.
- Replacement of IT Professional
 - o If an IT professional currently performing work separates from the Contractor's employment, the Contractor shall notify FCIT as soon as it becomes aware of said IT professional's departure or ten business days advance notification, whichever is longer. The contractor shall notify FCIT in writing within twenty-four hours in the event of the anticipated departure of an IT professional.

- o At FCIT's discretion, the Contractor will replace any IT professional with an equally or more experienced IT professional at no additional cost. The Contractor shall submit to FCIT, no later than two business days after the removal of an IT professional, the cost value of the proposed replacement IT professional and such information as FCIT may request for review prior to having the IT professional begin to perform. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT professional assignment(s)
 - o Upon receipt of written notice of replacement or removal of the IT professional, the Contractor shall immediately re-direct the IT professional's duties relative to FCIT in accordance with the requirement or the notice and if requested, deliver to FCIT all records as may have been accumulated by the IT professional in performance, whether completed or in progress.
- If Contractor provided IT professionals fails to perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any IT professional prior to the end date specified in the purchase order, FCIT shall receive a credit based on the following table:

Number of Workday(s) by the IT Professional (1 through 20 days)

Calculation of Customer Credits

Credit for total charges of actual days worked or ten days, whichever is less.

1 through 20 days Requesting | Hiring State Entity Responsibility

- FCIT have the right to interview any potential IT professional candidate to determine their ability to perform the services per the SOW request.
- FCIT shall provide all necessary supplies, equipment, workspace, and parking for the IT professional.
- FCIT shall pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified services.
- FCIT have the right to accept or reject any IT professional provided by the Contractor at any time with or without cause. Relationship between IT Professionals to FCIT
- Contractor and the IT professional do not constitute employees of FCIT and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the IT professional's working relationship with FCIT or any similarity, intentional or otherwise, to an existing classified job description.
- Contractor and IT professional shall identify themselves as Contractor. Contractor and IT professional shall include such designation as part of their email signature. FCIT shall communicate with any relevant parties that the Contractor or IT professional is serving in a consulting capacity and is not an FCIT employee.

ATTACHMENT B
COMPENSATION

COMPENSATION

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed the amount of \$1,200,000.00 (One Million, Two Hundred Thousand Dollars and Zero Cents). The services provided shall be compensated on an hourly rate basis as detailed in the attached Position Schedule. This compensation schedule is for January 1, 2026 to December 31st, 2026.

INVOICING AND PAYMENT

The contractor shall submit weekly invoices for work performed during the previous week, 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 more than the actual stage of completion.

Time of Payment: The County shall make payments to the consultant within ten (10) 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 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.

ATTACHMENT C
SERVICE LEVEL AGREEMENT



SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start and assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
Selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employee will provide no less than a two (2) week notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes and insurance.	100% Compliance	Annual audit report submitted to the DOAS Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly

EXHIBIT 1
FULTON COUNTY PAY AND HOLIDAY
SCHEDULE

FULTON COUNTY 2026 PAY AND HOLIDAY OBSERVANCES CALENDAR

HOLIDAY
 PAY PERIOD ENDING
 PAY DAY
 DEPARTMENT HEAD APPROVAL REQUIRED



JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

										
New Year's Day Thursday January 1	MLK Jr. Day Monday January 19	President's Day Monday February 16	Memorial Day Monday May 25	Juneteenth Friday June 19	Independence Day Friday July 3	Labor Day Monday September 7	Veterans Day Wednesday November 11	Thanksgiving Thursday & Friday November 26 & 27	Christmas Eve & Day Thursday & Friday December 24 & 25	New Year's Holiday Thursday & Friday Dec. 31 & Jan. 1

EXHIBIT 2
CERTIFICATE OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability IRU 3ERGLO\ LQMXU\ 3SURSHUW\ GDPDJH\ RU\ 3SHUVRQDO\ DQG\ DGYHUWLVLQJ\ LQMXU\ FDXVHG\ DQ\ whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the AGGLWLRQDO, QVXUHG, OLDELORW, DV, D tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I ± **COVERAGE A ± BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) 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.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. **ERGLO, LQMXU, LV** shall be defined as follows:

3. ERGLO, LQMXU Bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. **ERGLO, LQMXU** includes mental anguish or other mental injury resulting from **ERGLO, LQMXU**

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2.

Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 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.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the LQYHVWLJDWLRQ □ RU □ GHIHQVH □ RI □ WKH □ FODLP including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured ± Broad Form Vendors	Included
2.	Additional Insured ± Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft ± Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	QFLGHQWDO DOSUDFWLFH (PSORHG QXUVHV) (07 V SDUDPHGLFV	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury ± Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability ± Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for 3ERGLO\ LQMXU\ RU 3SURSHUW\ GDPDJH\ DULVLO\ RXW\ RI 3RXU\ SURGXFWV\ ZKLFK\ DUH\ GLVWULEXWHG\ RU VROG\ LQ\ WKH\ UHJXODU\ FRXUVH\ RI\ WKH\ YHQGRU\ BV\ LQHVV
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
- (4) 'RHV\ QRW\ DSSO\ LI\ WKH\ 3ERGLO\ LQMXU\ 3SURSHUW\ GDPDJH\ RU 3SHUVRQDO\ DQ\ DGYHUWLVLQJ\ LQMXU\ LV\ RWKHUZLVH\ H\ from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

- The insurance afforded to the vendor does not apply to:
 - (1) 3%RGLO\ LQMXU\ RU 3SURSHUW\ GDPDJH\ which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This



exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, 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 sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) 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;
- (8) ^{3%}RGLO\ \ LQMXU\ \ \ \ RU\ \ \ SURSHUW\ \ \ GD^{PDJH} 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:
 - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
 - (b) 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.
- (9) ^{3%}RGLO\ \ LQMXU\ \ \ RU\ \ \ SURSHUW\ \ \ GD^{PDJH} \ \ DULVLQJ\ \ RXW\ \ RI\ \ DQ\ \ ³RFFXUUHQFH\ \ WKDW\ \ WRRN\ \ place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

<RXU\ \ ³HPSOR\HHV\ \ \ DQG\ \ ³YROXQWHHU\ \ ZRUNHU\ \ LQVXUHG\ \ IRU\ \ ³ERGLO\ \ LQMXU\ \ \ WKDW\ \ UHVXOV\ \ providing of or failure to provide first aid by an ³HPSOR\HH\ \ RU\ \ ³YROXQWHHU\ \ ZRUNHU\ \ \ RWKHU\ \ licensed medical provider.

3. Aggregate Limit Per Location

a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you;

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises 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.

4. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, subparagraph g.:

This exclusion does not apply to:
g. Aircraft, Auto or Watercraft

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance IRU\ \ ³ERGLO\ \ LQMXU\ \ \ RU\ \ \ SURSHUW\ \ \ GD^{PDJH} \ \ that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

5. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph j.(2) is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
b. That is not a partnership, joint venture or limited liability company; and
c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

7. Damage to Your Product

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph k. Damage to Your Product is replaced by the following:

Property damage to "your product" if caused by any of the following:

- (1) Delay in, or failure to begin, complete or deliver, "your product";
(2) Loss of market;
(3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
(4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all property damage to "your product" arising out of any one occurrence.

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

8. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph a. is replaced by the following:

a. Expected or intended Injury

Expected or intended from the standpoint of the insured. Reasonable force to protect persons or property.

9. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

10. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to SECTION V – DEFINITIONS, Definition 14.

Prohibited by law) that results in injury to the feelings or reputation of a natural person, but not done intentionally by or at the direction of:

- (1) Not done intentionally by or at the direction of:
(a) The insured;
(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment,



prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS:**

³LVFULPLQDWLRQ' □ PHDQV □ WKH □ XQODZIXO □ WUHDW' □ H[SHQVHV' □ UHVXOWLQJ □ VROHO \ □ IURP □ of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual SUHHUHQFH □ □ ³LVFULPLQDWLRQ' □ GRHV □ QRW □ LQFOXGH □ the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

12. Product Recall Expense

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph n. is replaced by the following:

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion GRHV □ QRW □ DSSO \ □ WR □ ³SURGXFW □ UHFDOO □ H[SHQVHV' □ UHVXOWLQJ □ VROHO \ □ IURP □

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) 5HGLVWULEXWLRQ □ RU □ UHSODFHPHQW □ RI □ SURGXFW' □ ZKLFK □ KDV □ EHHQ □ UHFDOOHG □ like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) 5HFDOO □ RI □ \ □ RXU □ SURGXFWV' □ WKDW □ KNOWN or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.:

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.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE:**

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) ³&RYHUHG □ 5HFDOOV' □ LQLWLDWHG □ □ RU
- (3) 1XPEHU □ RI □ ³RXU □ SURGXFWV' □ ZLWK □ GUDZ □

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for WKH □ VXP □ RI □ DOO □ ³SURGXFW □ UHFDOO □ H[SHQVHV' □ LQFOXGH □ IRU □ DOO □ ³FRYHUHG □ UHFDOOV' □ during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. \$OO □ ³SURGXFW □ UHFDOO □ H[SHQVHV' □ LQ □ FRQ □ with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and FRQVLGHUHG □ RQH □ ³RFFXUUHQFH' □

e. Any amount reipeXUVHG □ IRU □ ³SURGXFW □ UHFDOO □ H[SHQVHV' □ LQ □ FRQQHFWRU □ ZLWK □ DQ □ ³RFFXUUHQFH' □ ZLOO □ UHGXFH □ WKH □ DPRXQW □

Product Recall Expense Aggregate Limit
DYDLODEOH IRU UHLPEXUVHPHQW RI ³SURGXFW
UHFDOO H[SHQVHV' LQ FRQHFWRQ ZLWK
other defect or deficiency.

distribution of like or similar products until
has been determined that all such
products are free from defects that could
be a cause of loss under this insurance.

f. If the Product Recall Expense Aggregate
Limit has been reduced by reimbursement
RI ³SURGXFW UHFDOO H[SHQVHV' WR DQ
that is less than the Product Recall
Expense Each Occurrence Limit, the
remaining Product Recall Expense
Aggregate Limit is the most that will be
DYDLODEOH IRU UHLPEXUVHPHQW RI ³SURGXFW
UHFDOO H[SHQVHV' LQ FRQHFWRQ ZLWK DQ
other defect or deficiency.

e. The following definitions are added to
SECTION V – DEFINITIONS:

SECTION V – DEFINITIONS:
UHFDOO PHDQV D UHFDOO

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 expense" means:

g. Product Recall Deductible

We will only pay for the amount of
"product recall expenses" which are in
excess of the \$500 Product Recall
Deductible. The Product Recall Deductible
applies separately to each "covered
recall". The limits of insurance will not be
reduced by the amount of this deductible.

We may, or will if required by law, pay all
or any part of any deductible amount, if
applicable. Upon notice of our payment of
a deductible amount, you shall promptly
reimburse us for the part of the deductible
amount we paid.

The Product Recall Expense Limits of
Insurance apply 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 the purposes
of determining the Limits of Insurance.

d. The following is added to **SECTION IV –
COMMERCIAL GENERAL LIABILITY
CONDITIONS**, Paragraph 2. **Duties in the
Event of Occurrence, Offense, Claim or
Suit:**

You must take the following actions 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, including a
description of "your product" and the
reason for the withdrawal or recall; and
- (2) Cease any further release, shipment,
consignment or any other method of

a. Necessary and reasonable expenses for:

- (1) Communications, including radio or
television announcements or printed
advertisements including stationery,
envelopes and postage;
- (2) Shipping the recalled products from
any purchaser, distributor or user to
the place or places designated by you;
- (3) Remuneration paid to your regular
"employees" for necessary overtime;
- (4) Hiring additional persons, other than
your regular "employees";
- (5) Expenses incurred by "employees"
including transportation and ac-
commodations;
- (6) Expenses to rent additional ware-
house or storage space;
- (7) Disposal of ³RXU SURGXFW EXW RQ
the extent that specific methods of
destruction other than those employed
for trash discarding or disposal are
UHTXLUHG WR DYRLG ³ERGLO LQM
³SURSHUW GDPDJH DV D UHVXOW RI
disposal;

You incur exclusively for the purpose of
UHFDOOLQJ ³RXU SURGXFW DQ

b. Your lost profit resulting from such
³FRYHUHG UHFDOO

f. This Product Recall Expense Coverage does
not apply:

- (1) ³SURGXFW completed operations
KD]DUG LV H[FOXGHG IURP FRYHUDJH XQ
this Coverage Part including any
endorsement thereto; or
- (2) 7R ³SURGXFW UHFDOO H[SHQVHV' DULVLQJ
DQ RI ³RXU SURGXFW WGDW DUH RW
excluded from coverage under this
Coverage Part including endorsements
thereto.

13. Property Damage Legal Liability – Broad Form



- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage

results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, subparagraph **b. Excess Insurance**, item **(a)(ii)** is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition **9. "Insured contract"**, Paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

EXHIBIT 3

**GEORGIA SECURITY AND IMMIGRATION
CONTRACTOR AFFIDAVIT**

Schedule 1

E-VERIFY COMPLIANCE AND E-VERIFY AFFIDAVIT INSTRUCTIONS

In order to conduct business with Fulton County, Georgia (“County”), the Contractor must complete the Contractor Affidavit of Compliance form and the Subcontractor Affidavit of Compliance form, if applicable. If the Contractor is exempt from E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must complete the Contractor Affidavit of Exception form. Below are the instructions on how to complete the forms.

Contractor Affidavit of Compliance - In order to comply with State law, regulations, and COUNTY policies and procedures, COUNTY requires a completed, signed, and notarized Contractor Affidavit of Compliance confirming E-Verify compliance from any vendor providing labor or services in an amount that exceeds \$2,499. The E-Verify program is a federal program operated by the US Customs & Immigration Services branch of the Department of Homeland Security.

- a) First, register your company at: <https://www.e-verify.gov/e-verify-enrollment> if you have not already done so.
 - For questions regarding E-Verify - visit: <https://www.e-verify.gov/contact-us> or email E-verify@dhs.gov or call 888-464-4218.
- b) Log in to your registration account at: <https://e-verify.uscis.gov/web/Login.aspx> and view your Memorandum of Understanding (MOU).
 - Your company ID Number is listed at the top of every page.
 - This is NOT your E-Verify user ID, COUNTY Vendor ID, or Tax ID.
- c) Complete, sign, and notarize the attached Contractor Affidavit of Compliance and submit to COUNTY.
 - Please make sure the Notary seal is legible.
 - “Name of Contractor or subcontractor” is same as Vendor’s Name.
 - “Name of Project” – This can be left blank.
 - “Date of Authorization” is the date you registered for E-Verify.
 - “Federal Work Authorization User Identification Number” is a six or seven digit number.

Subcontractor Affidavit of Compliance – If the Contractor is using a subcontractor to perform the services under this contract, the Subcontractor must register and participate in E-Verify and sign, notarize, and submit the Subcontractor Affidavit of Compliance, as well.

Contractor Affidavit of Exception – If the Contractor meets the following exceptions for E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must fill out, sign, notarize, and submit the Affidavit of Exception form. Exceptions include:

- a) The Contractor is a sole proprietor with no employees, subcontractors, or sub-subcontractors, **and** it will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for COUNTY under the contract. This requires submission of a Georgia driver’s license or a license from an approved state.
- b) The Contractor will provide **goods only** to Fulton County, Georgia and will not render any services to Fulton County, Georgia. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*
- c) The Contractor is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.
- d) The Contractor is an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; whose license is in good standing, and the Contractor is the individual who will be performing the services under the contract.

STATE OF GEORGIA

COUNTY OF FULTON

FORM 1: 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] Covendis Technologies 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.

490770

EEV/Basic Pilot Program* User Identification Number

[Handwritten Signature]

BY: Authorized Officer of Agent

(Insert Contractor Name) COVENDIS TECHNOLOGIES

PRESIDENT

Title of Authorized Officer or Agent of Contractor

RAYMOND TSAO

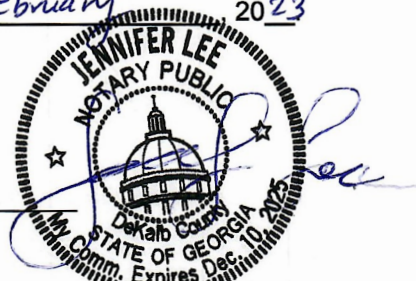
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 9th day of February 2023

Notary Public: Jennifer Lee

County: DeKalb

Commission Expires: 12-10-2025



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].



Fulton County

Legislation Details

File #: 25-0966 **Version:** 1 **Name:**
Type: CM Action Item - Open & Responsible Government **Status:** Passed
File created: 11/3/2025 **In control:** Board of Commissioners
On agenda: 12/17/2025 **Final action:** 12/17/2025
Title: Request approval to utilize cooperative purchasing - Information Technology, NASPO ValuePoint Contract 22PSX0086AD, IT Managed Service Providers in the amount not to exceed \$1,200,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective January 1, 2026 through December 31, 2026.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1- 22PSX0086AD MA uWork Inc dba Covendis (1), 2. Exhibit 2-Performace Evaluation-Covendis

Date	Ver.	Action By	Action	Result
12/17/2025	1	Board of Commissioners	approve	Pass

Certificate Of Completion

Envelope Id: 20A16158-56CF-4325-8D15-831414A10BF5	Status: Completed
Subject: Cooperative Contract Agreement-FC-COA-Covendis BOC#25-0966	
Parcel ID:	
Source Envelope:	
Document Pages: 33	Signatures: 5
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Elsa D. Castro
	141 Pryor Street
	Purchasing & Contract Compliance, Suite 1168
	Atlanta, 30303
	elsa.castro@fultoncountyga.gov
	IP Address: 134.231.232.250

Record Tracking

Status: Original	Holder: Elsa D. Castro	Location: DocuSign
3/18/2026 9:43:18 AM	elsa.castro@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events

Signer Events	Signature	Timestamp
Raymond Tsao rtsao@covendis.com President Covendis Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:4612::a Signed using mobile	Sent: 3/18/2026 9:50:23 AM Resent: 3/18/2026 9:51:50 AM Resent: 3/20/2026 4:57:25 PM Viewed: 3/20/2026 4:57:57 PM Signed: 3/20/2026 4:58:03 PM

Electronic Record and Signature Disclosure:
Accepted: 3/20/2026 11:06:02 AM
ID: c36d4a38-7284-493d-a97e-6e609dffa692

Kevin Kerrigan Kevin.Kerrigan@fultoncountyga.gov Chief Information Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10 Signed using mobile	Sent: 3/20/2026 4:58:08 PM Resent: 3/24/2026 12:52:43 PM Viewed: 3/24/2026 1:50:11 PM Signed: 3/24/2026 1:50:22 PM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Chad Alexis Chad.Alexis@fultoncountyga.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2601:c2:784:15b0:cd34:f765:6b5c:6a35	Sent: 3/24/2026 1:50:25 PM Viewed: 3/26/2026 9:55:04 AM Signed: 3/26/2026 9:59:51 AM
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Electronic Record and Signature Disclosure:
Accepted: 3/26/2026 9:55:04 AM
ID: 1ce1e2cb-f218-4c59-9b7d-bd69e382301f

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: 74.174.59.10	Sent: 3/26/2026 9:59:54 AM Resent: 3/27/2026 12:14:18 PM Viewed: 3/30/2026 12:16:36 PM Signed: 3/30/2026 12:17:08 PM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
<p>Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p> <p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Fulton County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/30/2026 7:06:15 PM ID: 4d4a39fa-3cc9-4ce9-a75f-d3f440d2e3e5</p>	<p><i>Robert L. Pitts</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 2600:387:2:824::19 Signed using mobile</p>	<p>Sent: 3/30/2026 12:17:13 PM Resent: 3/30/2026 4:21:33 PM Viewed: 3/30/2026 7:06:15 PM Signed: 3/30/2026 7:06:30 PM</p>
<p>Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/27/2025 11:21:47 AM ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab</p>	<p><i>Tonya Grier</i></p>  <p>Signature Adoption: Uploaded Signature Image Using IP Address: 134.231.232.249</p>	<p>Sent: 3/30/2026 7:06:34 PM Viewed: 3/31/2026 5:52:04 AM Signed: 3/31/2026 5:52:18 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 3/31/2026 5:52:23 AM Viewed: 3/31/2026 5:52:53 AM</p>
<p>Anne Wilson Anne.Wilson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 3/31/2026 5:52:24 AM Viewed: 3/31/2026 5:52:56 AM</p>
<p>Nadine Outlaw Nadine.Outlaw@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 3/31/2026 5:52:25 AM Viewed: 3/31/2026 5:52:51 AM</p>

Carbon Copy Events	Status	Timestamp
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Sarah Loftus
Sarah.loftus@covendis.com
Security Level: Email, Account Authentication (None)

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Sent: 3/31/2026 5:52:26 AM
Viewed: 3/31/2026 9:18:17 AM

Electronic Record and Signature Disclosure:
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Barbee Taylor
barbee.taylor@covendis.com
VP- Client Operations
Security Level: Email, Account Authentication (None)

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Sent: 3/31/2026 5:52:28 AM
Viewed: 3/31/2026 7:23:39 AM

Electronic Record and Signature Disclosure:
Accepted: 8/12/2024 9:31:43 AM
ID: 7db1024a-7d4f-4e46-a145-623aab55e725

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	3/18/2026 9:50:23 AM
Envelope Updated	Security Checked	3/18/2026 9:51:40 AM
Envelope Updated	Security Checked	3/20/2026 4:44:04 PM
Envelope Updated	Security Checked	3/20/2026 4:44:05 PM
Envelope Updated	Security Checked	3/20/2026 4:57:17 PM
Certified Delivered	Security Checked	3/31/2026 5:52:04 AM
Signing Complete	Security Checked	3/31/2026 5:52:18 AM
Completed	Security Checked	3/31/2026 5:52:28 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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