



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

23ITB138304C-JNJ

Allied Fence Company Inc.

For

Department Of Real Estate & Asset Management

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CONTRACT AGREEMENT

Contractor: **Allied Fence Company Inc.**

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

Address: **P O BOX 276**
City, State **MABLETON, GA 30126**

Telephone: **7709441501**

Email: **info@alliedfence.com**

Contact: **Todd Edlin**
President

This Agreement made and entered into effective the 1st day of January, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Allied Fence Company Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform To furnish/provide all materials, labor, tools, equipment, and appurtenances necessary for Standby Fencing Installation and Repair, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on November 1, 2023 and 23-0768.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform To furnish/provide all materials, labor, tools, equipment, and appurtenances necessary for Standby Fencing Installation and Repair All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically

set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

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

ARTICLE 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on 1st day of January,

2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2026 and shall end no later than the 31st day of December, 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$200,000.00, (two hundred thousand dollars and zero cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

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

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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

ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

ARTICLE 15. WAIVER OF BREACH

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark,

or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

18.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

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

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that

Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate & Asset Management
3985 Aviation Circle, Building Construction
Atlanta, Georgia 30336
Telephone: (404) 612-5748
Email: mark.moore1@fultoncountyga.gov
Attention: Mark Moore, Landscape Architect 1

With a copy to:

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

Notices to Contractor shall be addressed as follows:

Allied Fence Company Inc.
P O BOX 276, MABLETON, GA 30126
Telephone: (770) 944-1501
Email: info@alliedfence.com
Attention: Todd Edlin, President

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The

Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

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

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

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

ARTICLE 34. **TAXES**

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

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 36. **NON-APPROPRIATION**

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

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

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with

any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

DocuSigned by:

Tanya Grier

Tanya B. Grier
Clerk to the Commission

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department of Real Estate & Asset
Management

CONTRACTOR:

Allied Fence Company Inc.

Todd Edlin
President

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

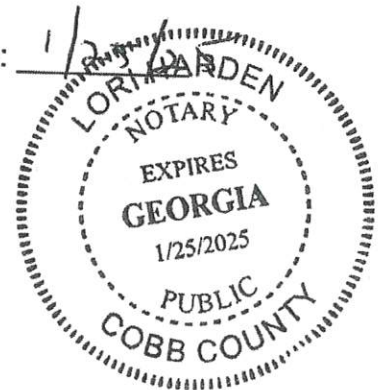
ATTEST:

Notary Public

County: Cobb

Commission Expires: 1/25/25

(Affix Notary Seal)



ITEM#: _____	RCS: _____	ITEM#: <u> 23-0768 </u>	RM: <u> 11/1/2023 </u>
RECESS MEETING		REGULAR MEETING	

ADDENDA

There are no addendums for this project.

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

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

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide

Part 1: General Specifications for All Fencing Types

1. The bidder shall be responsible for the location and avoidance of underground utilities. Damages shall be promptly repaired by the bidder at no expense to the County.
2. The bidder must employ adequate numbers of skilled workers who are trained and experienced with the type of project for which they are assigned.
3. All completed work must meet basic visual standards. Post shall be properly aligned, post shall be plumb and vertical, materials shall be consistent in quality, materials shall be undamaged, gates shall not sag and other specifications as may be the owner shall be met.
4. All completed work must meet basic structural standards. Post must not wobble or move within footings, fabric and wire must be taunt between posts. Hardware shall be adequately tightened, and all materials shall meet the minimum specifications on the following sections.
5. The bidder must remove all debris and unused material from the job site at the completions of each project. Soil excavated for footing must be removed or spread evenly as may be directed by the owner.
6. The bidder must provide the County with a detailed proposal that outlines materials, cost and installation schedule for each project. This proposal must be approved by the County prior to the commencement of work.

Part 2: Specifications for Galvanized Chain Link Fencing

1. Description of Items to Be Bid

Bidder(s) bid price must include all materials, labor, and equipment necessary to construct the fence described below. Fence must be six feet tall to top rail with forty-five-degree arms supporting three strands of barbed wire above the fabric on one side of the fence. Tension wire must be installed at the bottom of the fence. All items must meet or exceed the following standards:

2. Products**A. Fence Fabric**

Fabric must be 9 gauges with a 2-inch mesh. Wire must have a break load strength of 1,290 lb. minimum. All fabric must be hot-dipped galvanized with a minimum 1.8-oz./sq. ft. of coated surface area. Mesh must be galvanized after weaving. Selvage of fabric must be knuckled at the bottom.

B. Corner and Terminal Posts

Post must be constructed of schedule 40 steel pipes. They shall be hot-dipped galvanized with a minimum of 1.8-oz./sq. ft. of coated surface area. Posts shall have an outside diameter of 2 3/8 inches (2.275"), a minimum wall thickness of .130 inches and a minimum weight per ft. of 3.117 lb.

C. Line Posts

Posts must be constructed of schedule 40 steel pipes. They must be hot-dipped galvanized with a minimum of 1.8 oz./sq. ft. of coated surface area. They shall have an outside diameter of 1 7/8 inches (1.875"), a minimum wall thickness of .120 inches and a minimum per ft. of 2.281 lb.

D. Top Rails and Braces

Top rails and braces must be constructed of schedule 40 steel pipes. They must be hot-dipped galvanized with a minimum of 1.8-oz./sq. ft. of surface area. They shall have an outside diameter of 1 5/8 inches (1.625"), a minimum wall thickness of 0.111 inches and a minimum weight per ft. of 1.83 lb.

E. Caps, Hardware and Misc.

Post caps shall be of formed steel, cast malleable iron or aluminum alloy. Install one cap for each post where barbed wire supporting arms are not required. Top rail and brace ends shall be of formed steel, malleable iron or cast iron for the connection of rails and braces to terminal posts. Top rail sleeves shall be 6 inches and shall allow for expansion and contraction of top rails. Use 9-gauge galvanized steel wire for the attachment of fabric to line posts. Double wrap 13 gauges for rails and braces. Hog ring ties of 12 1/2 gage for attachment of fabric to tension wire. Tension bars shall be in piece lengths equal to 2 inches less than full height of fabric with a minimum cross-section of 3/16 inches x 3/4 inches. Install tension bars where chain link fabric meets terminal posts.

7-gauge zinc coated tension wire with a tensile strength of 75,000 PSI shall be installed at the bottom of the fence fabric.

F. Barbed wire and supporting arms

Barbed wire shall be double-strand 12-1/2 gauge galvanized twisted steel line wire. 4-point galvanized steel barbs shall be placed approximately 5 inches on center. Support arms shall be galvanized pressed steel with provisions for supporting three strands of barbed wire. Arms shall with stand 250 lb. downward pull at outermost end without failure.

G. Concrete

Concrete for setting posts shall have a minimum 28-day compressive strength of 3,000 PSI.

H. Gate Frame

Fabricate gate frames from galvanized steel pipe with an outside diameter of not less than 1.9 inches and a weight per foot of 2.72 lb. Weld connections to form a rigid one-piece unit.

I. Gate Fabric

Gate fabric shall match fence fabric. Install fabric with hook bolts and tension bars at all 4 sides. Attach to gate frame at not more than 15 inches on center.

J. Gate Hardware

All hardware shall be constructed from hot dipped galvanized steel. All movable parts shall be field coated to match adjacent finishes.

K. Gate Hinges

Hinges shall be structurally capable of supporting gate leaf.

3. Execution

A. Fence Framing

Install in accordance with ASTM F 567 and manufacturer's instructions. Locate terminal post at each fence termination. Space line posts at 10 feet on center. Concrete set all posts in holes bored with a diameter at least 4 times greater than the outside dimension of the post. Holes shall be 30 inches deep. Set post bottoms 24 inches below grade. Place

concrete in a continuous pour, trowel finish the surface and slope to direct water away from posts. Install diagonal truss rods at these points, install braces and adjust truss rod. Install horizontal pipe brace at mid-height on each side of terminal posts. Install bottom tension wire before stretching fabric and attach to each post with ties or clips. Install the top in lengths of 21 feet. Connect top rail joints with sleeves for rigid connections with expansion/contraction. Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 2 inches between finished grade and bottom selvage. Attach fabric with wire ties or clips, to line posts at 15 inches on center, and to rails, braces, and tension wire a 24-inches on center. To install tension bars; pull fabric taut, thread bar through fabric and attach to terminal posts with bands or clips spaced a maximum of 15 inches on center.

B. Gates

Install gates plumb, level and secure for full opening without interference. Attach hardware by means which will prevent unauthorized removal. Adjust hardware for smooth operation.

C. Accessories

Bend ends of tie wires to minimize hazard to persons and clothing. Install nuts on fasteners opposite the fabric side of the fence for added security. Install extension arms on posts and align perpendicular to the fence. Uniformly space parallel rows of barbed wire on the security side of the fence. Pull wire taut and attach in clips or slots of each extension.

Part 3: Specification for Vinyl Coated Chain Link Fencing

1. Item to be bid

Contractor's bid price shall include all materials, labor and equipment necessary to construct the fence described below. Fence shall be six feet tall to top of fabric with a top rail and a bottom tension wire. Posts shall be spaced at ten feet on center. All items shall meet or exceed the following specifications.

2. Products

A. Fence Fabric

Fabric shall be PVC coated (7 mil) over galvanized 9-gauge (core wire size, not finished wire size) steel wire with a 2-inch mesh. Fabric coating shall be of the thermally fused type as per ASTM F 668, type

2B. Steel core wire must have a tensile strength of 75,000 PSI with 0.30-oz./sq. ft. zinc coating. Wire shall have a break load strength of 1,290 lb. minimum. Selvage shall be knuckled at the bottom.

B. Corner and Terminal Posts

All posts shall be as described in Part 2 section 2 paragraph B. Except for PVC-coated finish. Finish shall be in accordance with ASTM F 1234. Apply supplemental color coating of 10-14 mils of thermally fused PVC in black.

C. Line Posts

As described in Part 2 section 2 paragraph C with addition of PVC-coated finish as described in Part 3 section 2 paragraph B.

D. Top Rails and Braces

As described in Part 2 section 2 paragraph D with addition of PVC-coated finish as described in Part 3 section 2 paragraph B.

E. Caps, Hardware and Misc.

As described in Part 2 section 2 paragraph E with addition of PVC-coated finish (for all applicable items) as described in Part 3 section 2 paragraphs B.

F. Barbed Wire and Supporting Arms

As described in Part 2 section 2 paragraph F with addition of PVC-coated finish as described in section 3.02 paragraph B. Wire barbs shall not have PVC-coating.

G. Concrete

As described in Part 2 section 2 paragraph G.

H. Gate Frame

As described in Part 2 section 2 paragraph H with addition of finishes as follows. Whenever possible gate frames shall have a PVC-coated finish as described in Part 3 section 2 paragraph B. When it is not feasible for custom made gates to receive a PVC finish, they must have all rough edges and welds sanded smooth, a coat of high-quality primer spray applied, and two coats of high-quality paint spray applied. Paint color shall match PVC-coating color.

I. Gate Fabric

As described in Part 2 section 2 paragraph I.

J. Gate Hardware

As described in Part 2 section 2 paragraph J.

K. Gate Hinges

As described in Part 2 section 2 paragraph K.

3. Execution

As described in Part 2 section 3 paragraph A, B and C.

Part 4: Specifications for Ornamental Iron Fence

1. Item to be bid

Contractor's bid price shall include all materials, labor and equipment necessary to construct the fence described below. Fence shall be six feet tall to top pickets. Posts shall be spaced at eight feet on center; pickets shall be spaced at 6 inches on center. Two channel cross rails shall be used at the top of the fence. The first channel shall be located at 4 inches from the top of the pickets; the second shall be 6 inches on center below the first channel. A third channel rail shall be installed 3 inches from the bottom of the pickets. All items shall meet or exceed the following specifications.

2. Products

A. Posts

Shall be fabricated from 4-inch square, 11-gauge tubing.

B. Channel Rails

Shall be 1 inch x 2 inch with holes punched for 5/8-inch square pickets.

C. Pickets

Shall be 5/8-inch square solid iron.

D. Hinges

Shall be structurally capable of supporting gate leaf.

E. Paint

Primer paint shall be red oxide primer. Final paint coat shall be black industrial grade metal paint.

F. Concrete

Concrete for setting posts shall have a minimum 28-day compressive strength of 3,000 PSI.

3. Execution

A. Fabrication

Attach channel to posts with solid welds. Weld pickets at underside of channel on both sides of pickets (entire side) using solid welds. Spot welds are not acceptable. All welds shall be ground to provide uniform, smooth surfaces.

B. Painting

Apply red oxide primer to all surfaces in shop according to manufacturer's instructions. Apply coat of industrial grade black metal paint in shop according to manufacturer's instructions. Apply final paint in field with roller after installation touching up all unpainted areas.

C. Installation

Space line post at 8 feet on center. Concrete set all post in holes bored with a diameter at least 4 times greater than the outside dimension of the post. Holes shall be 42 inches deep. Set post bottoms 36 inches below grade. Place concrete in a continuous pour, trowel finish the surface and slope to direct water away from posts.

D. Gates

Install gates plumb, level and secure for full opening without interference. Attach hardware by means which will prevent unauthorized removal. Adjust hardware for smooth operation.

Part 5: Specifications for Ornamental Steel Aegis II™ Fence

1. Item to be bid

Contractor's bid price shall include all materials, labor and equipment necessary to construct the fence described below. Fence system shall conform to the Ameristar® Aegis II Genesis™ 3-Rail style, 6' ht, with standard flat-top finials manufactured by Ameristar Fence Products, Inc. in Tulsa, Oklahoma. All items shall meet or exceed the following specifications. The system shall include all components (i.e., pickets, rails, posts, and hardware) required.

2. Products

A. Steel Material

Steel material for fence framework (i.e., tubular pickets, rails, and posts), when galvanized after forming, shall conform to the requirements of ASTM A1011/1011M, with a minimum yield strength of 50,000 psi. The exterior shall be hot dip galvanized with a 0.45 oz/ft² minimum zinc weight. The interior surface shall be coated with a minimum 81% nominal zinc pigmented coating, 0.3 mils minimum thickness.

B. Coating

The manufactured galvanized framework must be subjected to the Perma Coat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a zinc-rich thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be black. The stratification-coated framework shall be capable of meeting the performance requirements for the following quality characteristics: Weathering resistance over 1,000 hours – failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units. Adhesion (retention of coating) – over 90% of test area (Tape and knife test) ASTM Test Method D3359-MethodB.

C. Pickets

Material shall be 1" square x 14ga. Tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner™ design with outside cross-section dimensions of 1.75" square and a minimum thickness of 14ga. Picket holes in the ForeRunner™ rail must be spaced 4.98" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. Posts shall be a minimum of 2-1/2" square x 12ga. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections.

D. Posts

Shall be 2 1/2" diameter x 12 ga.

3. Fabrication

A. Pickets, rails, posts

Shall be precut to specified lengths. Forerunner™ rails shall be pre-punched to accept pickets. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes aligned with the internal upper raceway of the ForeRunner™ rails. Retaining rods shall be inserted into each ForeRunner™ rail so that they pass through the predrilled holes in each picket, thus completing the panel assembly. Completed panels shall be capable of supporting a 600 lb. load (applied at midspan) without permanent deformation. Panels shall be bias able to a 12.5% change in grade. Aegis II™ panels shall be attached to posts using mechanically fastened panel brackets supplied by the manufacturer.

Part 6: Delivery of Service

Delivery of service requirements will be as required by the Fulton County project manager. The bidder is required to respond to a request in accordance with the following criteria:

- A. Emergency requests:** will be delivered within twenty-four (24) hours.
- B. Urgent requests:** will be delivered within seven (7) days.
- C. Routine requests:** will be delivered within twenty-one (21) days.

Failure to adhere to this delivery schedule can be grounds for termination of the contract.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

BID FORM

Submitted To: Fulton County Government

Submitted By: Allied Fence Co Inc

For: **Insert Bid# Standby Fencing Installation and Repair**

Submitted on June 26, 2023.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 89,029⁰⁰
(Dollar Amount In Numbers)

Eighty Nine Thousand Twenty Nine and ^{no}/_{xx}
(Dollar Amount in Words)

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

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

BASE BID AMOUNT

Bid prices shall include all materials and labor used for a complete, professional installation at any location within Fulton County.

SECTION A CHAIN LINK FENCE

Item #1 Galvanized Chain Link Fence – New

Provide a bid price for this possible project as described in **Section 4, Part 2** of the **Scope of Work and Technical Specifications**.

Begin fence at corner of existing warehouse facility. Do not attach post to building. Fence extends around back grassed lawn of property. No clearing is necessary. Total length of fence is 300 feet. Two corner posts are required. No gates will be installed.

Estimated annual number of similar projects: 3

(1) \$ 4,933 Total Project Cost x 3 = \$ 14,799

(A) Hourly Rate per project: \$ 195 Number of Laborers 3

(B) Number of Hours required per project: 8

(C) Total Material Cost per project: \$ 3,373

Item #2 Galvanized Chain Link Fence Gates – New

Provide a bid price for this possible project as described in **Section 4, Part 2** of the **Scope of Work and Technical Specifications**.

An existing six-foot height chain link fence exists at a health center. The client desires a four-foot width pedestrian gate installed

approximately 20 feet from one end of the fence at the same six-foot height. Remove the necessary amount of existing fence and install the new gate. Include new gate posts. Assume that the grade is flat.

Estimated annual number of similar projects: 2.

(2) \$ 754 Total Project Cost x 2 = \$ 1508

(A) Hourly Rate per project: \$ 195 Number of Laborers 2

(B) Number of Hours required per project: 2½

(C) Total Material Cost per project: \$ 267

Item # 3 Galvanized Chain Link Fencing – Repair

Provide a bid price for this possible project as described in **Section 4, Part 2** of the **Scope of Work and Technical Specifications**.

A section of galvanized chain link fence has been damaged at a library facility. A portion of fabric four feet square has been cut on three sides with bolt cutters and folded back to provide passage through the fence. Repair fence back to original secure condition.

Estimated annual number of similar projects: 3.

(3) \$ 434 Total Project Cost x 3 = \$ 1302

(A) Hourly Rate per project: \$ 195 Number of Laborers 2

(B) Number of Hours required per project: 2

(C) Total Material Cost per project: \$ 44

Item #4 Vinyl Coated Chain Link Fence – New

Provide a bid price for this possible project as described in **Section 4, Part 3** of the **Scope of Work and Technical Specifications**.

A senior center facility needs black vinyl fencing installed between the existing building and the property line. Do not attach the post to the building. Length of fence is 100 feet. Fence is straight line, no corners. No clearing required, flat grade exists where fence will be installed.

Estimated annual number of similar projects: 3.

(4) \$ 1,948 Total Project Cost x 3 = \$ 5,844

(A) Hourly Rate per project: \$ 195 Number of Laborers 2

(B) Number of Hours required per project: 3

(C) Total Material Cost per project: \$ 1,363

Item #5 Vinyl Coated Chain Link Fence and Vinyl Slats

Provide a bid price for this possible project as described in **Section 4, Part 3** of the **Scope of Work and Technical Specifications**.

A dumpster pad at a senior center needs fencing to screen the view from visitors. Install black vinyl chain link on three sides of the enclosure. Install double gate on the fourth side – each gate leaf, 6 feet width. Each side of enclosure is 12 feet in length. Install black vinyl slats in chain link fabric on all sides. Set posts in ground. No boring or attachment of posts to hard surface is required. Provide secure latch on gate.

Estimated annual number of similar projects: 2.

(5) \$ 2,023 Total Project Cost x 2 = \$ 4,046

(A) Hourly Rate per project: \$ 195 Number of Laborers 2

(B) Number of Hours required per project: 4

(C) Total Material Cost per project: \$ 1,243

Item #6 Vinyl Coated Chain Link Fence Repair

Provide a bid price for this possible repair project. This fence is of the type described in **Section 4, Part 3** of the **Scope of Work and Technical Specifications**.

A vehicle has run into a portion of black vinyl chain link fencing. Two posts have been severely bent and cannot be reused. Twenty feet of fabric is damaged and cannot be reused. Top rail is bent and cannot be reused. Repair fence back to original, secure condition.

Estimated annual number of similar projects: 3.

(6) \$ 672 Total Project Cost x 3 = \$ 2016

(A) Hourly Rate per project: \$ 195 Number of Laborers 2

(B) Number of Hours required per project: 2

(C) Total Material Cost per project: \$ 282

Total Cost for Section A Chain Link Fence (Items #1 thru #6):

\$ 29,515⁰⁰ / Twenty Nine Thousand Five Hundred Fifteen^{no/xx}
(in dollars) (in words)

SECTION B ORNAMENTAL IRON AND STEEL FENCE**Item #1 Ornamental Iron Fence – New**

Provide a bid price for this possible project as described in **Section 4, Part 4** of the **Scope of Work and Technical Specifications**.

A new parking lot at an office facility needs to be enclosed. No gates will be required. Layout of gate is rectangular shape with one opening for vehicles and sidewalk for pedestrians. Total length of fence is 300 feet.

Estimated annual number of similar projects: 1.

(1) \$ 18,054 **Total Project Cost** x 1 = \$ 18,054

(A) Hourly Rate per project: \$ 225 Number of Laborers 2

(B) Number of Hours required per project: 40

(C) Total Material Cost per project: \$ 9,054

Item #2 Ornamental Iron Fence Repair

Provide a bid price for this possible project as described in **Section 4, Part 4** of the **Scope of Work and Technical Specifications**.

A delivery truck has backed into an existing portion of iron fence. Two posts are bent at 45-degree angles. 15 feet of pickets are bent as well. Repair fence back to original, secure condition.

Estimated annual number of similar projects: 2.

(2) \$ 1,530 **Total Project Cost** x 2 = \$ 3,060

(A) Hourly Rate per project: \$ 225 Number of Laborers 2

(B) Number of Hours required per project: 4

(C) Total Material Cost per project: \$ 630

Item #3 Ornamental Steel Fence – Ameristar™ Aegis II™

Provide a bid price for this possible project as described in Section 4, Part 5 of the Scope of Work and Technical Specifications.

A new parking lot at an office facility needs to be enclosed. No gates will be required. Layout of gate is rectangular shape with one opening for vehicles and sidewalk for pedestrians. Total length of fence is 300 feet.

Estimated annual number of similar projects: 1.

(3) \$ 38,400 Total Project Cost x 1 = \$ 38,400

(A) Hourly Rate per project: \$ 225 Number of Laborers 2

(B) Number of Hours required per project: 24

(C) Total Material Cost per project: \$ 5,400

Total Cost for Section B Ornamental Iron & Steel Fence (Items #1 thru #3):

\$ 59,514⁰⁰ / Fifty Nine Thousand Five Hundred Fourteen ^{no}/_{xx}
(in dollars) (in words)

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

N/A Dollars

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

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

ADDENDUM #	<u>None</u>	DATED _____
ADDENDUM #	_____	DATED _____
ADDENDUM #	_____	DATED _____
ADDENDUM #	_____	DATED _____

BIDDER: Allied Fence Co. Inc

Signed by: Todd Edlin Todd Edlin
[Type or Print Name]

Title: President

Business Address: PO Box 276
Mableton, GA 30126

Business Phone: 770 944 1501

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

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

Name	Address
Todd Edlin	PO Box 276 Mableton GA 30126

END OF SECTION

EXHIBIT E

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Allied Fence Co. 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.

114285

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Todd Edlin, President

Title of Authorized Officer or Agent of Contractor

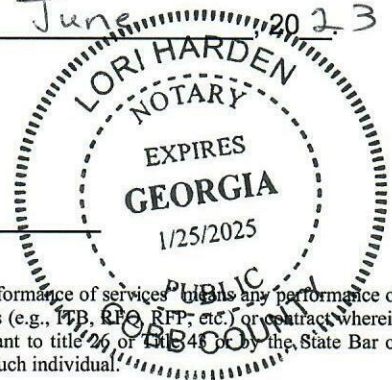
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21st day of June, 2023

Notary Public: Lori Harden

County: Cobb

Commission Expires: 1/25/25



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" includes 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 48 of the Code of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

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

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

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Todd Edlin, President and Owner
PO Box 276
Mableton GA 30126

Role: President and CEO

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

Allied Fence Co has been in business in Atlanta since 1953 and serving the fence needs of Fulton County since the 1990s. The company has had steady, manageable growth for each of the last five years.

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

Allied Fence Co has been under contract for fence work for Fulton County for over 25 years. No other relationship exists between any employee, agent or representative and Fulton County.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 26 day of June, 2023

Allied Fence Co. Inc 6/26/23
(Legal Name of Proponent) (Date)

[Signature] 6/26/23
(Signature of Authorized Representative) (Date)

Todd Edlin President
(Title)

Sworn to and subscribed before me,

This 26th day of June, 2023

Lori Harden
(Notary Public) (Seal)

Commission Expires 1/25/25
(Date)



EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Todd Edlin),

Name

President

Title

Allied Fence Co. Inc

Company Name

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

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

NAME: Todd Edlin TITLE: President

SIGNATURE: [Signature]

ADDRESS: PO Box 276
Mableton GA 30126

PHONE NUMBER: 770 944 1501 EMAIL: Todd @ Allied fence .com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Allied Fence Co Inc

ITB/RFP Name & Number: 23 ITB 138304C -JNJ- Standby Fence Installation & Repair

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

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

\$ _____ Or 100 %

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

JV Partner(s) information:

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

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

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%) 0%

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

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

Signature:  Title: Todd Edlin, President

Business or Corporate Name: Allied Fence Co. Inc.

Address: PO Box 276
Mableton, CA 30126

Telephone: (770) 944 1501

Fax Number: (770) 739 8202

Email Address: Todd@Alliedfence.com

UTILIZATION REPORT – Post Award

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

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

**EXHIBIT B2 FORM
 SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
 PERFORMANCE OF THE SCOPE OF WORKSERVICES(S), IF AWARDED ARE LISTED BELOW**

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount
N/A							
Allied Fence Co. Inc P. Smith		23 1TB 138304C 6-26-23	SNT	President			

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

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

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
N/A							

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: Allied Fence Co Inc

Project # & Title: 23 178 138304C-INS; President

Printed Signature: 

Date: 6-26-23

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS****Standby Fencing Installation and Repair**

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

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

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

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

Accordingly, the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY		
(In excess of Auto GL and Employers Liability)	Each Occurrence	- \$1,000,000

Certificates of Insurance

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

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

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

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

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

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

Certificates **must** list Project Name (where applicable).

IMPORTANT:

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

USE OF PREMISES

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's

Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

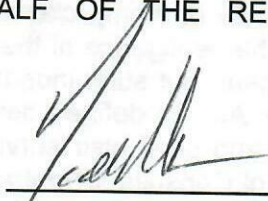
PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

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

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

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

COMPANY: Allied Fence Co. Inc SIGNATURE: 

NAME: Todd Edlin TITLE: President

DATE: 11/29/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2023

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

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

PRODUCER Little & Smith Higginbotham Insurance Agency, Inc. 202 Church St Duluth GA 30096	CONTACT NAME: Abby Ayer Addison PHONE (A/C No. Ext): 7704283308 FAX (A/C, No): E-MAIL ADDRESS: AAddison@littlelandsmith.com														
License#: 2081754 ALLIFEN-05	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Frankenmuth Mutual Insurance Company</td> <td style="text-align: center;">13986</td> </tr> <tr> <td>INSURER B: Ansure America Insurance Company</td> <td style="text-align: center;">10984</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Frankenmuth Mutual Insurance Company	13986	INSURER B: Ansure America Insurance Company	10984	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 1742175067** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6646864	11/10/2023	11/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6646863	11/10/2023	11/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6646864	11/10/2023	11/10/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	6646862	11/10/2023	11/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime: Employee Theft			6646864	11/10/2023	11/10/2024	Limit / Deductible 100,000 / 1,000 Jobsite Lmt / Deducti 20,000 / 500 Catastrophe Lmt/Deduc 20,000 / 500
A	IM/Installation Floater			6646864	11/10/2023	11/10/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Standby Fencing Installation and Repair Services Contract# 201IB125615C-GS Fulton County Government, its Agents, Directors and Officers included as additional insured with respects to general liability and automobile liability when required by written contract. Waiver of subrogation applies in favor of additional insured with respects to general liability, automobile liability and workers compensation/employers liability when required by written contract. Umbrella follows form.

CERTIFICATE HOLDER Fulton County Government its Agents, Directors and Officers 130 Peachtree Street SW Suite 1168 Atlanta GA 303033459 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Commercial Liability Plus

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE

- | | |
|---|---|
| 1. Additional Insured Broad Form Vendors | 9. Mobile Equipment |
| 2. Amendment of General Aggregate | 10. Non-Owned Watercraft |
| 3. Borrowed Equipment | 11. Product Recall |
| 4. Duties in the Event of Occurrence, Claim or Suit | 12. Supplementary Payments |
| 5. Fire, Lightning, or Explosion Damage | 13. Transfer of Rights of Recovery Against Others To Us |
| 6. Health Care Services | 14. Voluntary Property Damage |
| 7. Liberalization Clause | 15. Volunteers As Additional Insureds |
| 8. Medical Payments | 16. Water Damage Legal Liability |

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as described below:

1. Additional Insured Broad Form Vendors

Under **Section II -- Who Is An Insured**, the following is added:

- a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (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 in any thing or substance by or for the vendor.
- c. This insurance does not apply to 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.

2. Amendment -- Aggregate Limits of Insurance

- a. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your:

- (1) Projects away from premises owned by or rented to you; and
- (2) "Locations" owned by or rented to you.

"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.

3. Borrowed Equipment

- a. Exclusion j. of COVERAGE A (Section I) is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

- b. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

4. Duties in the Event of Occurrence, Claim or Suit

- a. The requirement in condition 2.a. that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

- b. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

5. Fire, Lightning or Explosion Damage

- a. The word "fire" is amended to "fire, lightning or explosion" where it appears in:

- (1) The Limits of Insurance section of the Declarations; and
- (2) Paragraph b. of the OTHER INSURANCE condition.

- b. Paragraph 6. of LIMITS OF INSURANCE is amended to read:

6. Subject to 5. above, the Fire, Lightning or Explosion Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

- c. The last paragraph of COVERAGE A (Section I) (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

- d. The Fire Damage Limit in Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by a new Fire, Lightning or Explosion Limit, which will be subject to all of the terms of LIMITS OF INSURANCE (Section III). The new Fire, Lightning or Explosion Limit is the higher of:

- (1) \$500,000; or
- (2) The amount shown in the Declarations for Fire Damage Limit.

This provision 5. does not apply if Fire Damage Legal Liability of COVERAGE A (Section I) is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.

6. Health Care Services

- a. The definition of "bodily injury" in the DEFINITIONS section is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.
- c. Paragraph (1) of exclusion e. of COVERAGE A (Section I) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.
- d. This provision 6. does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

7. Liberalization Clause

The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

If we adopt any revision that would broaden the coverage under this policy without additional premium charge, the broader coverage will apply to this policy when the change becomes effective in your state.

8. Medical Payments

- a. In Paragraph a.(3)(b) of the insuring agreement of COVERAGE C (Section I), one year is changed to three years.
- b. Paragraph 2.a., Exclusions, of COVERAGE C (Section I) is replaced by the following:
We will not pay expenses for "bodily injury":
 - a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation.
- c. The Medical Expense Limit in Paragraph 7. of LIMITS OF INSURANCE (Section III) is replaced by a new Medical Expense Limit, which will be subject to all the terms of LIMITS OF INSURANCE (Section III). The new Medical Expense Limit is an additional \$5,000 in excess of Medical Expense Limit provided by the Coverage Part.

- d. This provision 8. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.
- e. This provision 8. applies in excess of any other valid and collectible insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

9. Mobile Equipment

Under the DEFINITIONS section, Paragraph f.(1)(a), (b) and (c) of **Mobile Equipment** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

10. Non-Owned Watercraft

- a. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft under 51 feet long that is neither:
 - (1) Owned by you; nor
 - (2) Being used to carry persons for a charge.
- b. This provision 10. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- c. This provision 10. does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability 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 10. does not provide any insurance.

11. Product Recall

a. Coverage

- (1) We will pay for "product recall expense" which you incur as a result of an "incident".
- (2) The amount that we will pay for "product recall expense" is limited as described under Limit of Insurance below.

b. Exclusions

This insurance does not apply to "product recall expense" incurred as a result of:

- (1) A retail or service operation.

- (2) Any condition likely to cause a loss known by you, or which should have been known by you, to exist prior to the effective date of this coverage.
- (3) Any product or batch of products known to be defective.
- (4) Any product distributed after the determination that a recall was necessary for that product.
- (5) The failure of any product to accomplish its intended purpose.
- (6) Any breach of warranty.
- (7) The recall of any product solely because the product exceeded its shelf life or became obsolete.
- (8) "Tampering" by, or with the prior knowledge of, you or any of your owners, partners, directors or officers.
- (9) Any product with no known or suspected defect that is recalled because of a known or suspected defect in another product.
- (10) Any redistribution or replacement of a recalled product by a like or substitute product.
- (11) An "incident":
 - (a) Arising out of an organization you newly acquire or form; and
 - (b) That occurred before you acquired or formed the organization.

c. Deductible

We will not pay for "product recall expense" in any one "incident" until the amount of "product recall expense" exceeds the deductible amount of \$500. We will then pay the amount of "product recall expense" in excess of the deductible up to the Limit of Insurance.

d. Participation Percentage

You agree to participate in the payment of "product recall expense" which exceeds the deductible amount by a Participation Percentage of 20 percent.

e. Limit of Insurance

The most we will pay under this Additional Coverage after the application of the Participation Percentage and regardless of the number of "incidents" is \$50,000.

f. Conditions

(1) Duties in the Event of an "Incident"

When an "incident" has occurred or you become aware of circumstances that may result in an "incident" you must:

- (a) Notify us promptly in writing;
- (b) Cease the shipping, distribution or release of any of "your product" that may be defective until it has been determined that such products are free from any defect that may cause a loss under this coverage;
- (c) Cooperate with us in the investigation and settlement of the claim;
- (d) As often as may be reasonably required, permit us to inspect any of "your product" claimed to be defective and take samples for testing and analysis;
- (e) Permit us to view your books and records for the purpose of determining the extent of the loss.

(2) Abandonment

There can be no abandonment of property to us.

g. Definitions

- (1) "Incident" means a determination during the policy period by you or by a governmental authority that the use or consumption of "your product" could result in "bodily injury" or "property damage" which necessitates the recovery of possession or control of "your product" from any distributor, purchaser or user, or the destruction of such products.

For the purposes of this definition a determination has occurred when a governmental authority has requested you to conduct a recall or you have publicly announced your intention to conduct a recall.

(2) "Product recall expense" means the reasonable and necessary costs incurred by you for the recall of "your product" consisting of any of the following:

- (a) Postage, printing, telephone communication charges, or the cost of radio, television or newspaper advertisements to announce the recall or to give instructions to consumers or distributors regarding the necessary return or destruction of any recalled product;
- (b) The cost of shipping "your product" from any purchaser, distributor or user to the place or places designated by you including reasonable charges made by the purchaser, distributor or user for their actual expenses associated with preparing the shipment;
- (c) Wages paid to your temporary employees;
- (d) Wages paid to your regular employees, other than your salaried employees, for overtime work;
- (e) Travel expenses incurred by you or your employees;
- (f) Rental and utility expenses incurred by you for temporary storage facilities;
- (g) The actual cost of disposal of "your product", but only to the extent that specific methods of destruction or disposal other than those usually employed for trash disposal are required to avoid "bodily injury" to any person or "property damage" to the property of others;
- (h) Reasonable charges made to you by the purchaser, distributor, or user of "your product" for their actual expenses of preparing "your product";

but only when such costs or expenses are incurred exclusively for the purpose of, or as a direct result of, the recall of "your product".

(3) "Tampering" means an actual or alleged, intentional, malicious and wrongful alteration or contamination of "your product" which renders it unfit or dangerous for use or consumption or conveys that impression to the public.

(4) "Your product" means:

- (a) "Any goods or products other than real property, manufactured, sold, handled, or distributed by:
 - (i) You;
 - (ii) Others trading under your name; or
 - (iii) A person or organization whose business or assets you have acquired; and
- (b) Containers (other than vehicles), materials, parts or equipment furnished in conjunction with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

h. Exclusion n. (SECTION I, COVERAGE A) does not apply to the coverage provided by this endorsement.

12. Supplementary Payments

In the SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B provision:

- a. The limit for the cost of bail bonds is amended from \$250 to \$2,500; and
- b. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

13. Transfer of Rights of Recovery Against Others To Us

Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".

14. Voluntary Property Damage

- a. Exclusion j.(4) of COVERAGE A (Section I) does not apply to personal property of others in your care, custody or control on which you are performing operations, provided that the "occurrence" takes place away from property you own, rent or occupy.
- b. Exclusions j.(5) and j.(6) of COVERAGE A (Section I) do not apply to the first \$5,000 of "property damage" for each "occurrence" provided that the "occurrence" takes place away from property you own, rent or occupy.
- c. We will pay at the request of the named insured, for loss or damage to the property of others covered in the above extension subject to a limit of \$5,000 for each "occurrence" and a \$250 deductible for each claim. If we so request, the named insured shall replace the damaged property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding profit or overhead charges.
- d. The Limit of Liability stated in the Declarations for Liability and Medical Payments DOES NOT APPLY to the Voluntary Property Damage coverage provided in this provision 14.
- e. The Limit of Liability applicable to this Voluntary Property Damage provision 14. is as follows:

Limit of Liability:

\$5,000 Each "Occurrence"
\$10,000 Aggregate

"Aggregate limit", as used in this provision 14., refers to the total limit of liability for any annual policy period, regardless of the number of "occurrences", insureds, claims made, or "suits" brought during that annual policy period.

15. Volunteers As Additional Insureds

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, no volunteer worker(s) are insureds for:

- a. "Bodily injury" or "personal injury":
 - (1) To you, to your partners or members (if you are a partnership or joint venture), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - (2) To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph a.(1) above;
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
- b. "Property damage" to property:
 - (1) Owned, occupied, or used by;
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your other volunteer worker(s), your "employees" or, if you are a partnership or joint venture, any partner or member.

16. Water Damage Legal Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is \$50,000.

- b. Coverage for Water Damage Legal Liability does not apply to:
- (1) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - (2) "Property damage" caused by or resulting from any of the following:
 - (a) Wear and tear;
 - (b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (c) Smog or smoke;
 - (d) Settling, cracking, shrinking or expansion;
 - (e) Insects, birds, rodents or other animals; or
 - (f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
 - (3) "Property damage" caused directly or indirectly by any of the following:
 - (a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
 - (b) Volcanic eruption, explosion or effusion;
 - (c) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (d) Mudslide or mudflow;
 - (e) Water that backs up from a sewer or drain; or
 - (f) Water under the ground surface pressing on, or flowing or seeping through:
 - (i) Foundations, walls, floors or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows or other openings.
 - (4) "Property damage" caused by or resulting from any of the following:
 - (a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
 - (i) You make a reasonable effort to maintain heat in the building or structure; or
 - (ii) You drain the equipment and shut off the water supply if the heat is not maintained.
 - (5) "Property damage" to:
 - (a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (INCLUDING PRODUCTS-COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured.
2. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. Any person(s) or organization(s) for whom you are performing operations or have performed operations that is an additional insured on a specifically named endorsement attached to this policy.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Blanket Waiver Of Transfer Of Rights Of
Recovery Against Others To Us (Waiver Of Subrogation)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

- A. **Section IV – Business Auto Conditions** in the Business Auto Coverage Form, and **Section IV – Conditions** in the Auto Dealers Coverage Form, Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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07768(1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. 6646862

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the provisions applying to the Business Auto Coverage Form, except as described below.

SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

A. SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Subsidiaries As Insureds

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Coverage. However, the Named Insured does not include any subsidiary that is 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.

2. Automatic Insured Status for Newly Formed or Acquired Organizations

Any organization that is newly acquired or formed by you and over which you maintain majority ownership will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to:
 - (1) Newly formed or acquired joint ventures or partnerships;
 - (2) "Bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization; and
 - (3) Any insured under any other automobile liability policy or would be an insured under such a policy but for the termination of coverage or the exhaustion of policy liability limits of insurance.

3. Employees as Insureds

Your "employees" are insureds while using a covered "auto" in your business or your personal affairs, provided you do not own, hire, or borrow that "auto".

4. Hired Auto Liability For Employees

An "employee" of yours is an "insured" while operating 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.

5. Automatic Additional Interest

Any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident".

This person or organization is an Additional Insured to the extent you are liable for an "accident" caused in whole or in part, using a covered "auto" being driven by you or any "insured".

B. Primary and Noncontributory – Other Insurance Condition

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5. Other Insurance Condition is changed. The following is added to the and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
 - a. The Additional Insured is a Named Insured under such other insurance; and
 - b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

2. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as additional insured on other policies.
3. The most we will pay on behalf of the Additional Insured is the amount of insurance required in writing in a contract or agreement; or available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

C. Automatic Waiver of Transfer of Rights of Recovery Against Others To Us

Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – BUSINESS AUTO CONDITIONS** is changed with the addition of the following:

The Transfer of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or written agreement with such person(s) or organization(s); and
2. Prior to the "accident" or the "loss".

SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

A. Bodily Injury Coverage Extension – Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness, or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness, or disease.

B. Certain Trailers And Temporary Substitute Autos Coverage Extension

SECTION I – COVERED AUTOS, Paragraph **C.1.** is changed by the following:

Gross Vehicle Weight Rating of 3,000 pounds is deleted and replaced with Gross Vehicle Weight Rating of 5,000 pounds.

C. Coverage for Certain Operations In Connection with Railroads

With regards to the use of covered "autos" in operations for or affecting a railroad:

1. **SECTION V – DEFINITIONS, H. "Insured contract"**, 3. is deleted and replaced by the following:
 3. An easement or license agreement;
2. **SECTION V – DEFINITIONS, H. "Insured contract"**, a. is deleted.

D. Covered Autos Coverage Extension

If **SECTION 1 COVERED AUTOS** is provided as Symbol 1 Any "Auto" then any "auto" includes mobile equipment subject to compulsory or financial responsibility or other motor vehicle insurance law only.

Covered mobile equipment includes only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

E. Drive Other Car – Automatic Coverage for Executive Officers

1. Changes in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**
 - a. If Covered Auto Liability, Auto Medical Payments, Comprehensive, Specified Causes of Loss, Collision, or Uninsured and Underinsured Motorist is shown in the Declarations for any private passenger auto, then the same type of coverage is provided for Drive Other Car – Automatic Coverage for Executive Officer.
 - b. Any "auto" you don't own, hire, or borrow is a covered "auto" while being used by any "executive officer" or by his or her spouse while a resident of the same household except:
 - (1) Any "auto" owned by that "executive officer" or by any member of his or her household.
 - (2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing, or parking "autos".

2. Changes in Auto Medical Payments and Uninsured and Underinsured Motorists Coverages

The following is added to Paragraph **A.1. Who Is An Insured**:

Any "executive officer" and his or her "family member" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by an "executive officer" or by any "family member".

3. Changes in SECTION III – PHYSICAL DAMAGE COVERAGE

Any private passenger type "auto" you don't own, hire, or borrow is a covered "auto" while in the care, custody, or control of any "executive officer" or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that "executive officer" or by any member of his or her household.
- b. Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing, or parking "autos".

4. Additional Definitions

As used for **Drive Other Car – Automatic Coverage for Executive Officers** the following definitions are added.

- a. "Executive officer" means any person holding any of the officer positions created by your organization's governing document.
- b. "Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the "executive officer's" household, including a ward or foster child.

F. Expected or Intended Injury Coverage Extension

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B.1. Exclusion is deleted and replaced with the following:

1. Expected Or Intended Injury

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

G. Family Emergency Travel Coverages

The following is added to Paragraph **A.2. Coverage Extensions of Section II – COVERED AUTO LIABILITY COVERAGE**

In addition to the Limit of Insurance, we will pay reasonable "travel expenses" incurred by a family member or associate of an "insured" or passenger who is injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling family members or associates, injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel expenses" resulting from any one "accident" is the limit displayed on the Coverage Schedule.
2. Travel must be to visit the injured party at the medical or rehabilitation facility or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. The limit shown on the Coverage Schedule is the most we will pay for the combined total expenses of room accommodations, meals, and parking for each family member or associate is the per day limit shown on the Coverage Schedule.
4. Subject to the maximum limit shown on the Coverage Schedule, we will reimburse ground transportation using a personal vehicle at the current rate (rate during your time of travel) set by the Federal government.
5. All "travel expenses" must be supported by written receipts submitted to us no later than one year from the date of the "accident".

"Travel expenses" mean only the following expenses: reasonable ground, rail or economy class air transportation; room accommodations; meals and parking expenses.

H. Fellow Employee Coverage Extension

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions Paragraph 5. Fellow Employee is deleted.

I. Pollution Liability Additional Coverage

1. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions are changed as follows:

- a. Paragraph **11.a. Pollution Exclusion** applies only to liability assumed under a contract or agreement.
- b. With respect to the coverage afforded by Paragraph **1.a.** above, **Exclusion B.6. Care, Custody Or Control** does not apply.

2. Changes in **SECTION V – DEFINITIONS** for the purposes of this coverage, Paragraph **D.** of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of, or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned, or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

3. The Aggregate Limit shown in the Coverage Schedule is the most we will pay for the sum of all damages and "covered pollution cost or expense" involving the insurance provided by this endorsement. The Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after the issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.

4. This additional coverage does not apply to "autos" garaged in Vermont if **Vermont Changes form 19352** is attached to policy.

J. Supplemental Payments

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed by:

1. Replacing the \$2,000 Limits of Insurance for bail bonds with the limits shown in the Coverage Schedule and;
2. Replacing the \$250 Limits of Insurance for reasonable expenses with the limits shown in the Coverage Schedule.

SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES

Physical Damage Extensions and Additional Coverages are only available for "autos" with Comprehensive, Specified Causes of Loss, and Collision physical damage coverages. **SECTION III – PHYSICAL DAMAGE COVERAGE** is changed as follows:

A. Airbag Coverage

B. Exclusions, 3.a. is changed by adding the following:

The mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag.

This coverage for airbags is excess over any other collectible insurance or warranty.

B. Audio, Visual and Data Electronic Equipment

Limits of Insurance Paragraph **b.** is changed by deleting the \$1,000 limit and replacing it with the limit shown in the Coverage Schedule.

C. Auto Replacement Option**SECTION III – PHYSICAL DAMAGE
COVERAGE A.4 Coverage Extension** is changed to include the following:

1. In the event of a total "loss" to a combustion engine "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage are provided, the Physical Damage Coverages are changed by the following:
 - a. If a combustion engine covered "auto" is replaced with a "hybrid auto" or an "electric auto", we will pay an additional 10% of the damaged or stolen auto's actual cash value or replacement cost up to the per auto limit shown in the Coverage Schedule., whichever is less;
 - b. The damaged or stolen auto must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one auto is damaged or stolen in any one "loss", the most we will pay under this Coverage for any one "loss" is shown as the per accident limit on the Coverage Schedule.

D. Business Interruption Additional Coverage**1. Coverages****a. Business Income**

We will pay for the actual loss of "business income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

b. Extra Expense

We will pay the actual and necessary "extra expense" you incur during the "period of restoration" due to direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

c. Extended Business Income

If the necessary "suspension" of your "operations" produces a "business income" loss payable under this endorsement, we will pay for the actual loss of "business income" you incur during the period that:

- (1) Begins on the date "business property" is actually repaired or replaced and "operations" are resumed; and
- (2) Ends on the earlier of:
 - (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct and accidental loss or damage had occurred; or
 - (b) 60 consecutive days after the date determined in Paragraph c.(1). However, Extended Business Income Additional Coverage does not apply to loss of "business income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where "business property" is normally used. Loss of "business income" must be caused by direct and accidental loss or damage to "business property" caused by or resulting from a Covered Cause of Loss.

d. Temporary Substitute And Newly Acquired Property

The coverage applicable to "business property" under this endorsement is extended to apply to:

- (1) Property that is used as a temporary substitute for "business property", but only while such "business property" is out of service due to breakdown, repair, servicing, destruction, or direct and accidental loss or damage;
- (2) Newly acquired property, other than temporary substitute property described in Paragraph d.(1), but only if it serves as a replacement for "business property".

2. Covered Causes Of Loss

With respects to Business Interruption coverage, the following Covered Causes of Loss apply:

- a. Comprehensive, meaning any cause of direct and accidental loss or damage except:
 - (1) "Business property's" collision with another object; or
 - (2) "Business property's" overturn.

Comprehensive also includes direct and accidental loss or damage caused by falling objects, missiles or hitting a bird or animal.
- b. Specified Causes of Loss, meaning direct and accidental loss or damage caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting "business property"
- c. Collision, meaning direct and accidental loss or damage caused by:
 - (1) "Business property's" collision with another object; or
 - (2) "Business property's" overturn.

3. Exclusions

We do not provide Business Interruption Coverage under this endorsement:

- a. When direct and accidental loss or damage is caused by or results from any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the direct and accidental loss or damage:
 - (1) **Nuclear Hazard**

The explosion of any weapon employing atomic fission or fusion; or Nuclear reaction or radiation, or radioactive contamination, however caused.
 - (2) **War Or Military Action**
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- b. When direct and accidental loss or damage to "business property" is caused by or results from "business property" being used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We also do not provide coverage under this endorsement while that "business property" is being prepared for such contest or activity.
- c. When direct and accidental loss or damage is due and confined to:
 - (1) Wear and tear, freezing, mechanical or electrical breakdown.
 - (2) Blowouts, punctures, or other road damage to tires.
- d. For any increase of "business income" loss caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "business income" during the "period of restoration".
- e. For any "extra expense" caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract beyond the "period of restoration".
- f. For any other consequential loss.

4. Limits of Insurance

- a. The most we will pay in any one occurrence for the total of all covered "business income" loss and "extra expense" is the limit provided in the Coverage Schedule, regardless of the number of premiums paid or claims made.
- b. Payments made under Extended Business Income or Temporary Substitute And Newly Acquired Property will not increase the applicable Limits of Insurance.

5. Changes In Conditions

With respect to the coverage provided by this endorsement, the following conditions are added and replace any provisions to the contrary:

a. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

b. Duties In The Event Of Loss

If there is direct and accidental loss or damage to "business property", you must do the following:

- (1) Give us or our authorized representative prompt notice of such loss or damage. Include a description of the "business property" involved.
- (2) As soon as possible, give us or our authorized representative a description of how, when and where such loss or damage occurred.
- (3) Promptly notify the police if "business property" or any of its equipment is stolen.
- (4) Take all reasonable steps to protect "business property" from further damage and keep a record of your expenses necessary to protect "business property", for consideration in the settlement of the claim. Also, if feasible, set such property aside and in the best possible order for examination.

- (5) As often as may be reasonably required, permit us to inspect "business property" and examine and make copies of your books and records.
- (6) Agree to examinations under oath at our request and give us a signed statement of your answers.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- (9) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

c. Other Insurance

- (1) You may have other insurance subject to the same plan, terms, conditions, and provisions as the insurance provided under this endorsement. If you do, we will pay our share of the covered "business income" loss or "extra expense". Our share is the proportion that the applicable Limits of Insurance under this endorsement bears to the Limits of Insurance of all insurance covering on the same basis.
- (2) If there is other insurance covering the same "business income" loss or "extra expense", other than that described in Paragraph 6.a. above, we will pay only for the amount of covered "business income" loss or "extra expense" in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limits of Insurance.

d. Loss Determination

- (1) The amount of "business income" loss will be determined based on:
 - (a) The Net Income of your "operations" before the direct and accidental loss or damage occurred;

- (b) The likely Net Income of your "operations" if no direct and accidental loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of your "operations" due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct and accidental loss or damage; and
 - (d) Other relevant sources of information, including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices, and other vouchers; and
 - (iii) Titles, liens, or contracts.
- (2) The amount of "extra expense" will be determined based on:
- (a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct and accidental loss or damage had occurred. We will deduct from the total of such expenses:
 - (i) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (ii) Any "extra expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions, and provisions as the coverage provided by this endorsement; and
 - (iii) Necessary expenses that reduce the "business income" loss that otherwise would have been incurred.

e. Resumption Of Operations

- (1) We will reduce the amount of your "business income" loss, other than "extra expense", to the extent you can resume "operations", in whole or in part, by using any property.

- (2) We will reduce the amount of your "extra expense" loss to the extent you can return "operations" to normal and discontinue such "extra expense".
- (3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

f. Loss Payment

We will pay for covered "business income" loss or "extra expense" within 30 days after we receive the sworn documentation addressed in Paragraph **b.(7)** if you have complied with all of the terms of this Coverage Part and:

- (1) We have reached agreement with you on the amount of such loss; or
- (2) An appraisal award has been made.

6. Additional Definitions

As used for **Business Interruption Coverage** the following definitions are added:

- a. "Business income" means the:
 - (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - (2) Continuing normal operating expenses incurred, including payroll.
- b. "Business property" means any property necessary for your mobile business that is in or on a covered "auto" regardless if it is permanently installed, including:
 - (1) Electronic equipment;
 - (2) Supplies, furnishings, and equipment not permanently attached to covered "auto".
- c. "Extra expense" means necessary expenses (other than the expense to repair or replace property) that you would not have incurred if there had been no direct and accidental loss or damage to "business property". "Extra expense" includes expenses which are incurred:
 - (1) To avoid or minimize the "suspension" of "operations" and to continue "operations";
 - (2) To minimize the "suspension" if you cannot continue "operations"; or
 - (3) For temporary use of other property.
- d. "Operations" means your off premises or mobile business activities that are dependent on "business property".

e. "Period of restoration" means the period of time that:

- (1) Begins 72 hours after the time of direct and accidental loss or damage for Business Income Coverage, or immediately after the time of direct and accidental loss or damage for Extra Expense Coverage; caused by or resulting from a Covered Cause of Loss to "business property"; and
- (2) Ends on the earlier of:
 - (a) The date when "business property" should be repaired or replaced with reasonable speed and similar quality; or
 - (b) The date when "operations" are resumed.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that: Regulates the use or repair of any property, or requires updated emissions controls or safety features which were not part of "business property" prior to the direct and accidental loss or damage; or requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants". The expiration date of this Policy will not cut short the "period of restoration".

f. "Suspension" means the slowdown or cessation of your "operations".

E. Deductible Waived – Multiple Policies With Us

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D.2. is deleted and replaced with the following:

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss", in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be the highest deductible applicable to those covered "autos".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

F. Deductible Waived – Collision Of Parked Auto

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is changed by adding the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

G. Deductible Waived – Glass

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is changed by adding the following:

No deductible applies to glass damage.

H. Fire Department Service Charge

When the fire department is called to save or protect a covered "auto" its equipment, contents, or occupants from a covered "accident", we will pay the amount stated in the Coverage Schedule for your liability for fire department service charges:

1. Assumed by contract or agreement prior to loss; or
2. Required by local ordinance.

No deductible applies to this additional coverage.

I. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered "auto" that are intentionally discharged in an attempt to extinguish a fire.

J. Hired Auto Loss Of Use

Changes in **SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage Extension for Loss Of Use Expenses** in Paragraph A.4.b. is deleted and replaced by the following:

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 the loss of use expenses if caused by:

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

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is the amount shown in the Coverage Schedule.

K. Hired Auto Physical Damage – Employee As Lessor

Changes in General Conditions

Section IV – Business Auto Conditions, 5. Other Insurance, b. 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 "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".

L. Hired Auto Physical Damage Including Trailers

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive, Specified Causes of Loss, and Collision Physical Damage coverages are provided under **SECTION III – PHYSICAL DAMAGE COVERAGE** for any "auto" you own, then Physical Damage coverage provided is extended to "autos" you hire and certain "trailers" with a registered Gross Vehicle Weight of 5,000 pounds or less designed primarily for travel on public roads, subject to the following:

1. The most we will pay for "loss" to certain hired "trailer" or hired "auto" is the limit displayed on the Coverage Schedule, or Actual Cash Value or Cost of Repair, whichever is smallest.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage or \$1,000, whichever is less. Deductible does not apply to loss by fire or lightning.
3. Hired Auto Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own under this policy.

M. Loan/Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE

C. Limits of Insurance is changed by the addition of the following:

In the event of a total "loss" to a covered "auto", of the private passenger or light truck type with an original loan or lease:

1. We will pay any unpaid amount due on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Policy's Physical Damage Coverage; and
 - b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (3) Security deposits, not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

2. The **Other Insurance Condition** is changed for this coverage to add the following:

The insurance provided by this Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

N. Lock Replacement Including Emergency Lock Out

We will reimburse you up to the limit displayed on the Coverage Schedule for reasonable expense incurred for the services of a locksmith to enter your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen, or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies, and you are unable to enter such "auto" as a result, or
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry.

Original copies of receipts for services from a locksmith must be provided before reimbursement is payable.

O. Personal Property Coverages**Personal Effects****Personal Property Of Others****Personal Property Used In Your Business**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE – Coverage Extensions**, Paragraph **A.4.** the following is added:

1. We will extend the Comprehensive, Specified Causes of Loss, and Collision coverages that apply to a covered "auto" to "loss" of personal property contained in or on a covered "auto". This coverage extension is subject to the following:
 - a. Covered property is personal property owned by you, personal property owned by others, and personal property used in your business.
 - b. Comprehensive and Specified Causes of Loss coverages are extended only for "loss" because of fire, lightning, theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement when the entire vehicle is stolen.
2. This coverage extension does not apply to:
 - a. Property that is covered by Audio, Visual and Electronic Data Equipment provided in **SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES** Paragraph **B.** or any other communication or electronic data devices;
 - b. Money or jewelry; and
 - c. Property specifically insured.
3. The most we will pay for "loss" in any one "accident" is the least of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss".
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The limit displayed on the Coverage Schedule.

P. Replacement Cost – Private Passenger Autos

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the private passenger type we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:
 - a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";
 - b. The total "loss" occurs within number of months shown on the Coverage Schedule after you become the original owner of that "auto" and

- a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";
- b. The total "loss" occurs within the number of months shown on the Coverage Schedule after you become the original owner of that "auto" and
- c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.

2. The following is added to Paragraph **C. Limits of Insurance**:
 - a. The most we will pay will be the amount to replace a covered "auto" of the private passenger type for the same make, model, trim level, and equipment or an equivalent.

If a new vehicle with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:

- (1) Similar in class, body type, size, and equipment; and
- (2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price (MSRP) of the covered "auto" being replaced.

- b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE**.

Q. Replacement Costs – Trucks Up To 20,000 GVW

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the truck type with a Gross Vehicle Weight less than 20,000 pounds, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:
 - a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";
 - b. The total "loss" occurs within number of months shown on the Coverage Schedule after you become the original owner of that "auto" and

- c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.

2. The following is added to Paragraph **C. Limits of Insurance**:

- a. The most we will pay will be the amount to replace a covered "auto" of the truck type with a Gross Vehicle Weight of less than 20,000 pounds for the same make, model, trim level, and equipment or an equivalent.

If a new truck with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:

- (1) Similar in class, body type, size, and equipment; and
- (2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed the limit displayed on the Coverage Schedule, whichever is less.

- b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE**.

R. Transportation Expense Extension

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.4.a. Transportation Expenses** is deleted and replaced with the following:

1. We will pay for transportation expense incurred by you because of a "loss" of a covered "auto" of the private passenger, or light truck type. We will pay only for those covered "autos" for which you carry Comprehensive, Specified Causes of Loss, and Collision coverages.
2. 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".
3. If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger or light truck type, the most we will pay is the amount it costs to rent an "auto" of the private passenger or light truck type which is of like kind and quality as the covered "auto" subject to the maximum limit on the Coverage Schedule.
4. A per day limit and deductible do not apply to this coverage.

S. Towing And Labor

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.2.** is deleted and replaced by the following:

1. We will pay for towing and labor cost incurred subject to the following:
 - a. Up to the limit shown on the Coverage Schedule each time a covered "auto" of the private passenger type is disabled; or
 - b. Up to the limit shown on the Coverage Schedule each time a covered "auto" other than private passenger type is disabled.
2. The labor must be performed at the place of disablement.
3. This coverage extension is in addition to any limit shown on the Declarations for Towing and Labor.

T. Vehicle Sign and Wrap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Paragraph **4.** is changed to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
2. Our limit of liability for "loss" to automobile customizations in any one "accident" shall be the least of:
 - a. The actual cash value of the stolen or damaged property;
 - b. The amount necessary to repair or replace the property; or
 - c. Up to the limit shown on the Coverage Schedule.

This Coverage Extension does not apply to electronic equipment.

SECTION 4 – CHANGES IN CONDITIONS

A. Changed Duties In The Event Of Accident, Occurrence, Claim Or Suit

The requirement in **SECTION IV – BUSINESS AUTO LOSS CONDITIONS** Paragraph **A.2.a. – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or

3. An executive officer or insurance manager, if you are a corporation.

B. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

C. Unintentional Failure To Disclose Hazards / Concealment Misrepresentation Or Fraud

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is changed to add the following:

However, if you should unintentionally misrepresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

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

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

There is no payment or performance bond for this project.

23-0768 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, Bid#23ITB138304C-JNJ, Standby Fencing Installation and Repair in the amount of \$200,000.00 with Allied Fence Company, Inc. (Mableton, GA) to provide standby fencing installation and repair on an "as needed" basis for Fulton County. Effective dates: January 1, 2024, through December 31, 2024, with two renewal options. **(APPROVED)**

A motion was made by Commissioner Abdur-Rahman and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Hall, and Abdur-Rahman

Absent: Barrett

Did Not Vote: Ellis, and Arrington

23-0769 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners, Public Sector Contract #16154, Master Agreement Contract for Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies and Related Products and Services, in the amount of \$200,000.00 with Home Depot, Inc. (Atlanta, GA), to purchase building/roofing materials, hardware, tools, paint, electrical and related items in support of DREAM Building Construction and Facilities Maintenance Divisions and other Countywide Departments. Effective January 1, 2024, through December 31, 2024. **(APPROVED)**

A motion was made by Commissioner Abdur-Rahman and seconded by Commissioner Thorne, to approve. The motion passed by the following vote:

Yea: Pitts, Thorne, Hall, and Abdur-Rahman

Absent: Barrett

Did Not Vote: Ellis, and Arrington