

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

FFAD7CADD33F4F8...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox ☒ Attest ☐ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Denval Stewart

2277A2CE73F4E4

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

6E6566173E2143F...

Joseph N. Davis Director
Real Estate and Asset Management

CONTRACTOR:

ALLIED FENCING INSTALLATION AND REPAIR

DocuSigned by:

Todd Edlin, CFO

8539662077874AB...

Todd Edlin, CFO President

ATTEST:

Lori Edlin

Secretary/
Assistant Secretary

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

X

RM

ITEM#: _____	RCS: _____	ITEM#: 2020-0701	RM: 10/7/2020
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

20ITB125615C-GS

STANDBY FENCING INSTALLATION AND REPAIR

For

**DEPARTMENT REAL ESTATE AND ASSET
MANAGEMENT**

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CONTRACT AGREEMENT

Contractor: Allied Fence Company, Inc.

Contract No.: 20ITB125615C-GS, Standby Fencing Installation and Repair

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

Telephone: (770) 944-1501

Email: todd@alliedfence.com

Contact: Todd Edlin
CFO

This Agreement made and entered into effective the 1st day of January, 2021 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 and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide new fencing installation and replace the existing fencing, 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;

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 October 7, 2020, BOC# 20-0701.

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 provide new fencing installation and replace the existing fencing. Fencing shall be measured based on linear feet of fencing. Contract shall assume full responsibility for the coordination, removal, and installation of each type of fencing and all related materials. 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 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2021. 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, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. 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 No Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services

required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

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

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

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

ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. 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 Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the 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 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 Contractor.

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.

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 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 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 Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at 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 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, 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, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that 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 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, 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, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding 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 Contractor has complied with

all of 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 Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). 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 Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement

and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

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

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, G 30126
Email: todd@alliedfence.com
Attention: Todd Edlin, CFO

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

CONTRACTOR:

ALLIED FENCE COMPANY, INC.

John H. Eaves, Commission Chair
Board of Commissioners

Todd H. Edlin, CEO

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF
STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **ALLIED FENCE
COMPANY, INC.** Control Number: **H408099**

Business Type: **Domestic Profit
Corporation** Business Status: **Active/Compliance**

Business Purpose:

Principal Office Address: **PO BOX 276,
MABLETON, GA,
30126-0276** Date of Formation /
Registration Date: **10/31/1974**

State of Formation: **Georgia** Last Annual
Registration Year: **2017**

REGISTERED AGENT INFORMATION

Registered Agent Name: **TODD H. EDLIN**

Physical Address: **430 Veterans Memorial Highway SE, Cobb, MABLETON, GA, 30126,
USA**

OFFICER INFORMATION

Name	Title	Business Address
TODD H. EDLIN	CFO	P.O. Box 276, MABLETON, GA, 30126, USA
Lori M. EDLIN	Secretary	P.O. Box 276, MABLETON, GA, 30126, USA
TODD H. EDLIN	CEO	P.O. Box 276, MABLETON, GA, 30126, USA

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA
30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <http://www.sos.ga.gov/>

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37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: Fulton County
 Address: 141 Prior St. Atlanta GA 30303
 Contact Person and Title: Mark Moore, Construction & Real Estate
 Phone: 404-285-1307
 Email: MarkJMoore@fultoncountyga.gov
 Contract Period: 2007-current
 Scope of Work: Same contract since 2015

REFERENCE TWO

Government/Company Name: City of Atlanta
 Address: 68 Mitchell St
 Contact Person and Title: Patricia Lowe Purchasing
 Phone: 404 330 6583
 Email: PLowe@atlantaga.gov
 Contract Period: 1987-current
 Scope of Work: All kinds of fences and gates

REFERENCE THREE

Government/Company Name: Atlanta Public Schools
 Address: 136 Trinity Ave Atlanta GA 30303
 Contact Person and Title: Merki Dixon or Lester Rollins
 Phone: 404 304-1415
 Email: MIX Dixon@atlanta.k12.ga.us
 Contract Period: 1991-current
 Scope of Work: All kinds of fences & gates

ADDENDA

No Addenda 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 all parts, labor, equipment, transportation and materials necessary to provide standby fencing installation and repair services, to include: new fencing, repair of existing fencing and installation. Fencing shall be measured based on linear feet of fencing. Contractor shall assume full responsibility for the coordination, removal and installation of each type of fencing and all related materials.

Part 1: All Fencing Types

1. The contractor 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 contractor 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 taut between posts. Hardware shall be adequately tightened and all materials shall meet the minimum specifications on the following sections.
5. The contractor 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 contractor 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: Galvanized Chain Link Fencing

1. Description Of Items

Contractor 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 ½ 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 the 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: Vinyl Coated Chain Link Fencing

1. Vinyl Coated Chain Link Fencing Item

Contractor's 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: Ornamental Iron Fence

1. Ornamental Iron Fence Item

Contractor's 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: Ornamental Steel Aegis II™ Fence

1. Item Ornamental Steel Aegis II™ Fence

Contractor's 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 ½" 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 contractor 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 Contractor 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 No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

20ITB125615C-GS
Standby Fencing Installation and Repair

Section 2
Bid Form

BID FORM

Submitted To: Fulton County Government

Submitted By: Allied Fence

For: 20ITB125615C-GS, Standby Fencing Installation and Repair

Submitted on July 24, 2020.

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ 88,776.00

(Dollar Amount In Numbers)

Eighty Eight Thousand Seven Hundred Seventy Six and ⁰⁰/₁₀₀

(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) \$ 3,900 Total Project Cost x 3 = \$ 11,700

(A) Hourly Rate per project: \$ 150 Number of Laborers 3

(B) Number of Hours required per project: 14

(C) Total Material Cost per project: \$ 1800

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) \$ 775 Total Project Cost x 2 = \$ 1550

(A) Hourly Rate per project: \$ 150 Number of Laborers 3

(B) Number of Hours required per project: 3

(C) Total Material Cost per project: \$ 325

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) \$ 443 Total Project Cost x 3 = \$ 1329

(A) Hourly Rate per project: \$ 150 Number of Laborers 3

(B) Number of Hours required per project: 2 1/2

(C) Total Material Cost per project: \$ 68

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) \$ 1725⁰⁰ Total Project Cost x 3 = \$ 5,175

(A) Hourly Rate per project: \$ 150 Number of Laborers 3

(B) Number of Hours required per project: 5

(C) Total Material Cost per project: \$ 975

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) \$ 2200 Total Project Cost x 2 = \$ 4400

(A) Hourly Rate per project: \$ 150 Number of Laborers 3

(B) Number of Hours required per project: 6

(C) Total Material Cost per project: \$ 1300

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.

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Standby Fencing Installation and Repair

Section 2
Bid Form

(6) \$ 775 Total Project Cost x 3 = \$ 2325

(A) Hourly Rate per project: \$ 150 Number of Laborers 3

(B) Number of Hours required per project: 3 1/2

(C) Total Material Cost per project: \$ 250

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

\$ 26,479⁰⁰ , Twenty Six Thousand Four Hundred Seventy Nine ^{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) \$ 16,650 Total Project Cost x 1 = \$ 16,650

(A) Hourly Rate per project: \$ 175 Number of Laborers 3

(B) Number of Hours required per project: 46

(C) Total Material Cost per project: \$ 8,600⁰⁰

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) \$ 1525 Total Project Cost x 2 = \$ 3050

(A) Hourly Rate per project: \$ 175 Number of Laborers 3

(B) Number of Hours required per project: 4

(C) Total Material Cost per project: \$ 825

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Standby Fencing Installation and Repair

Section 2
Bid Form

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) \$ 42,597⁰⁰ Total Project Cost x 1 = \$ 42,597⁰⁰

(A) Hourly Rate per project: \$ 175 Number of Laborers 3

(B) Number of Hours required per project: 32

(C) Total Material Cost per project: \$ 36,997⁰⁰

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

\$ 62,297⁰⁰ (in dollars) 1, Sixty Two Thousand Two Hundred Ninety Seven ⁰⁰/_{xx} (in words)

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Standby Fencing Installation and Repair

Section 2
Bid Form

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 <u> </u>
ADDENDUM #	<u> </u>	DATED <u> </u>
ADDENDUM #	<u> </u>	DATED <u> </u>
ADDENDUM #	<u> </u>	DATED <u> </u>

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

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Standby Fencing Installation and Repair

Section 2
Bid Form

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, President	30 Box 276 Mableton, GA 30126

END OF SECTION

EXHIBIT E

PURCHASING FORMS

20ITB125615C-GS
Standby Fencing Installation and Repair

Section 6
Purchasing Forms & Instructions

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 Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program², 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

Todd Edlin Allied Fence Co Inc
BY: Authorized Officer of Agent
(Insert Contractor Name)

President
Title of Authorized Officer or Agent of Contractor

Todd Edlin
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 24th day of July, 2020

Notary Public: Lori J. Harden

County: Cobb

Commission Expires: 1/25/21



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., RFI) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 20 of the Code of Georgia or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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

20ITB125615C-GS
Standby Fencing Installation and Repair

Section 6
Purchasing Forms & Instructions

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] Allied Fence Co Inc 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].

COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 528-8410

BUSINESS LOCATION

430 VETERANS MEMORIAL HWY

DATE ISSUED

01-01-2020

D/B/A ALLIED FENCE CO

PO BOX 276

MABLETON, GA 30126

NOT TRANSFERABLE

CERTIFICATE NUMBER

938

FOR YEAR

2020

CERTIFICATE EXPIRES

12-31-2020

TYPE GENERAL



CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION

CLASSIFICATION CODE

CLASSIFICATION NAME

AMOUNT

179904

FENCING CONTRACTOR

3241.00

PAYMENT DATE 12-03-2019

4332	3,241.00	4312	0.00	4314	0.00	4316	0.00	4318	0.00	SUB TOTAL	\$	3,241.00
4545	0.00									PENALTY	\$	0.00
										INTEREST	\$	0.00
										TOTAL	\$	3,241.00

CO - Bus License Certificate, 938, 2020, ALLIED FENCE CO

Elisavinda Wells

BUSINESS LICENSE DIVISION MANAGER

hsl

AUTHORIZED INITIALS

IMPORTANT NOTICE

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

00004657

PLACE ON DISPLAY

256564

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 100% OWNERSHIP.
KEN GILLAM VP Sales & Installation 0% Owner

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 has maintained its leadership role in the Atlanta Fence market. Three long-term major clients include Fulton County, City of Atlanta and Atlanta Public Schools.

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

No individuals, employees, agents, or representatives have a relationship with Fulton County. Allied Fence has had a long history of successful work for 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 or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One: YES

☒ NO

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

Circle One:

YES

☒ NO

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

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are

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 24 day of July, 2020

Allied Fence Co Inc 7/24/2020
(Legal Name of Proponent) (Date)

Todd Edlin 7/24/20
(Signature of Authorized Representative) (Date)

Todd Edlin, President
(Title)

Sworn to and subscribed before me,

This 24th day of July, 2020

Lori J. Harden
(Notary Public) (Seal)

Commission Expires 1/25/21
(Date)

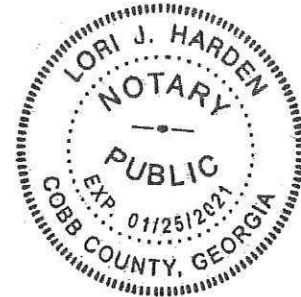


EXHIBIT F

CONTRACT COMPLIANCE FORMS

20ITB125615C-GS
Standby Fencing Installation and Repair

Section 7
Contract Compliance Requirements

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Name

President

Title

Allied Fence Co Inc

Firm 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: Todd Edlin

ADDRESS: PO Box 276

Mableton GA 30126

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

EXHIBIT B - EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	3	1			3	1												
FIRST/MID LEVEL OFFICIALS and MANAGERS	3		2		1		2											
PROFESSIONALS																		
TECHNICIANS	10		4		6		3		1									
SALES WORKERS	7	0			7	0												
ADMINISTRATIVE SUPPORT WORKERS	0	3			0	3												
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	6	1	3	1	3	1	2	1	1									
SERVICE WORKERS																		
TOTAL	29	5	9	1	20	4	7	1	2									

FIRM'S NAME:

Allied Fence Co Inc

CONTACT NAME:

Todd Edlin

EMAIL:

Todd @ Allied Fence.com PHONE NUMBER: 770 944 1501

SUBMITTED BY:

Todd Edlin

TITLE:

President

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name Allied Fence Co Inc

ITB/RFP Name & Number: 20 1TB 125615C-GS

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT ☒ is ☐ a minority ☐ African American (AABE); ☐ Asian American (ABE); ☐ Hispanic American (HBE); ☐ Native American (NABE); ☐ White Female American (WFBE); **If yes, please attach copy of recent certification. (Check the appropriate box/es)

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

\$ ALL 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>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV	<u>0%</u>	% of JV	<u>0%</u>	% of JV	<u>0%</u>
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: N/A

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%) -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 without prior approval of the County, 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.

Signature: Todd Edlin Title: Todd Edlin, President

Business or Corporate Name: Allied Fence Co. Inc

Address: PO Box 276

Mableton GA 30126

Telephone: (770) 944 1501

Fax Number: (770) 739 8202

Email Address: Todd@AlliedFence.com

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: Allied Fence Co. Inc
(Name of Prime Contractor's Firm)

From: N/A - No Subcontractors will be used
(Name of Subcontractor's Firm)

ITB/RFP Number: 20 ITB 1256 ISC-GS

Project Name: Standby Fencing Installation & Repair

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

Allied Fence Co
(Prime Bidder)

Signature [Signature]

Title Todd Edlin, President

Email Address Todd@AlliedFence.com

Date 10-14-20

(Subcontractor)

Signature _____

Title _____

Email Address _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:
FROM:		Standby Fencing Installation & Repair
TO:		2017B 1256J15C-GS
		PROJECT LOCATION:

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:	Allied Fence					
Address:	PO Box 276 Marietta 30066					
Phone #:	770 944 1501					
Email:	Todd @ Allied Fence.com					

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD: \$ _____

TOTAL AMOUNT PAID YEAR TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period Starting Date	Contract Period Ending Date
DONE						
TOTALS						

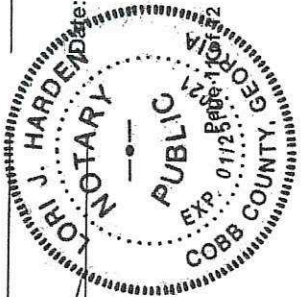
Executed By: _____

(Signature)

Notary: Lori J. Harden

(Printed Name)

10-14-2020

My Commission Expires: 1/25/2021



July 24, 2020

Fulton County
20ITB125615C-GS

Bid Document Section 7 Page 2

Allied Fence is constantly seeking to hire new employees, especially minorities and women.

Allied Fence participates in high school hiring fairs in the Mableton/Austell community.

Allied Fence is in touch Jamie Buck who is VP with CEFGA Construction Ready which trains people to work in the construction industry, We send representatives to their hiring sessions that are held at their sites located in downtown Atlanta and in Marietta. Most of the graduating students are minorities or women.

Todd Edlin, President
Allied Fence Co.



July 24, 2020

Fulton County Bid

20ITB125615C-GS

FORM B

No Sub Contractors Will Be Used On This Contract

Form B is submitted in this bid included in Submittal with Form A as Not Applicable.

Todd Edlin
Allied Fence Co. Inc.



July 24, 2020

Fulton County Bid

20ITB125615C-GS

Not Applicable to this bid.

Todd Edlin
Allied Fence Co. Inc.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS
Stand By 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	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	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
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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).

20ITB125615C-GS
Standby Fencing Installation and Repair

Section 5
Insurance and Risk Management Provisions

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).


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. SIGNATURE: 
NAME: Todd Edlin TITLE: President DATE: 7-24-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2020

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 Inc. 202 Church Street P. O. Box 1089 Marietta, GA 30061	CONTACT NAME: Rachel Hightower PHONE (A/C, No, Ext): (770) 428-3308 FAX (A/C, No): (770) 429-8305 E-MAIL ADDRESS: rhightower@littleandsmith.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Frankenmuth Mutual Ins.Co.</td> <td>13986</td> </tr> <tr> <td>INSURER B: Ansur America Ins.Co.</td> <td>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 Ins.Co.	13986	INSURER B: Ansur America Ins.Co.	10984	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Ansur America Ins.Co.	10984														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Allied Fence Company, Inc. P.O. Box 276 430 Veterans Memorial Highway Mableton, GA 30126-0276															

COVERAGES **CERTIFICATE NUMBER:** 19/20 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6646864	11/10/2019	11/10/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6646863	11/10/2019	11/10/2020	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6646864	11/10/2019	11/10/2020	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right;">Y/N <input checked="" type="checkbox"/> N</div>	N/A	Y	6646862	11/10/2019	11/10/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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# 2011B125615C-GS
 Fulton County Government, its Agents, Directors and Officers are included as additional insureds with respect to general liability and automobile liability as required by written contract. Waiver of subrogation applies in favor of additional insureds with respect to general liability, automobile liability and workers compensation as 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 30303-3459

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

William D. H. 1

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- 20-0697 County Manager**
Presentation of COVID-19 Operational Response Update. (PRESENTED)
- 20-0698 County Manager**
Request ratification of emergency procurement – County Manager, Countywide Emergency Procurements. (APPROVED)
- 20-0700 Board of Registration and Elections**
Request approval of one-time grant funds up to the amount of \$85,000.00, to support the purchase of 25 absentee drop boxes and required accompanying surveillance cameras from Southern Poverty Law Center (SPLC) through December 31, 2020. (APPROVED)
- 20-0701 Real Estate and Asset Management**
Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, Bid# 20ITB125615C-GS, 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 services for Fulton County effective January 1, 2021 through December 31, 2021, with two renewal options. (APPROVED)
- 20-0702 Real Estate and Asset Management**
Request approval to extend an existing contract - Department of Real Estate and Asset Management, RFP #17RFP107111K-EC, Project Management Team Services in the amount of \$1,940,998.00 with The Joint Venture of Heery International, Inc. and McAfee3 Architects (Heery/McAfee3 – a joint venture), to continue to provide without disruption project management over-sight of the remaining construction projects for the FCURA Bonds Capital Improvement Program. Effective dates: October 15, 2020 through April 30, 2023. (APPROVED)
- 20-0703 Real Estate and Asset Management**
Request approval of the lowest responsible bidders – Department of Real Estate and Asset Management, Bid#20ITB125868C-CG, Glass and Plexiglas Repair and Replacement in the total amount of \$75,000 with: (A) Brad Construction Company II (Fayetteville, GA) in the amount of \$50,000.00 and, (B) P&E Glass, LLC. (Atlanta, GA) in the amount of \$25,000.00, to provide glass and “Plexiglas” repair and replacement for Fulton County. Effective dates: from January 1, 2021 through December 31, 2021, with two renewal options. (APPROVED)
- 20-0704 Information Technology**
Request approval of statewide contract – Department of Information Technology (FCIT), SWC 99999-SPD- T20120501-0006- Network Equipment, with Presidio Networked Solutions (Norcross, GA) in the