

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

- **DEPARTMENT:** Real Estate and Asset Management
- BID/RFP# NUMBER: 20ITB125835C-GS (A)
- BID/RFP# TITLE: Carpet, Carpet Tile Installation and Repair Services Countywide
- ORIGINAL APPROVAL DATE: 12/16/2020
- RENEWAL EFFECTIVE DATES: 1/1/ 2023 THROUGH 12/ 31/2023
- **RENEWAL OPTION #:** 2 OF 2
- NUMBER OF RENEWAL OPTIONS: 2
- RENEWAL AMOUNT: \$100,000.00
- COMPANY'S NAME: Bonitz, Inc.
- ADDRESS: 6095 Northbelt Drive, Unit D
- **CITY:** Atlanta
- STATE: GA
- **ZIP:** 30071
- This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: 10/05/2022 BOC NUMBER: 22-0733

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

FULTON COUNTY, GEORGIA	BONITZ, INC.			
DocuSigned by:	DocuSigned by:			
Robert L. Pitts	E1DESERDR2DCADE			
Robert L. Pitts, Chairman	Gregory Ellison			
Fulton County Board of Commissioners	Atlanta Design Project Specialist			
ATTEST:	ATTEST:			
DocuSigned by:				
Tonya R. Grier				
Tonya R. Grier DocuSigned by:	Secretary/			
Clerk to the Commission	Assistant Secretary			
(Affix County Seal)	(Affix Corporate Seal)			
AUTHORIZATION OF RENEWAL:	ATTEST:			
DocuSigned by:				
Joseph N. Davis	Ashley Malloy			
Joseph N. Davis, Director	Notary Public			
Department of Real Estate and Asset Management	Columbia			
management	County:			
	Commission Expires:			
	DocuSigned by:			
	(Affix Notary Seal)			
	will configure			

	2022-0733 10/5/2022	
ITEM#: RCS:	ITEM#: RM:	
RECESS MEETING	REGULAR MEETING	

Board of Commissioners	Post Agenda	October 5, 2022

22-0732 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130241C-CG, Standby Plumbing Repair Services in the total amount not to exceed \$350,000.00 with (A) Talon Property Services, LLC (Atlanta, GA) in the amount of \$90,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in the amount of \$100,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in the amount of \$160,000.00, to provide on-site standby plumbing repair services on an "as needed" basis for County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023. **(APPROVED)**

A motion was made by Commissioner Hall and seconded by Commissioner Ellis, to approve renewal items #22-0727 through #22-0736. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, Arrington, and Abdur-Rahman

22-0733 Real Estate and Asset Management

Request approval to renew and amend existing contracts - Department of Real Estate and Asset Management, 20ITB125835C-GS, Carpet, Carpet Tile Installation and Repair Services Countywide in the total amount not to exceed \$400,500.00 with (A) Bonitz, Inc. (Norcross, GA) in the amount of \$100,000.00; (B) Prime Contractors, Inc. (Powder Springs, GA) in the amount of \$75,000.00; and (C) HPI Floors, LLC (Atlanta, GA) in the amount of \$225,500.00, to provide carpet and carpet tile installation and repair services on an "as-needed" basis for County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023 through December 31, 2023. (APPROVED)

A motion was made by Commissioner Hall and seconded by Commissioner Ellis, to approve renewal items #22-0727 through #22-0736. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, Arrington, and Abdur-Rahman

ACOPO

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
11/14/2022

		СК	116	ICATE OF LIA	DILI	111113	URANC		11/	14/2022
CERTIFICATE D	OES NOT AFFIRMAT	IVEL	YOR	OF INFORMATION ONLY R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED I	вү тне	POLICIES
				ERTIFICATE HOLDER.	oolicy(i	es) must ha		IAL INSURED provision	ns or be	endorsed.
If SUBROGATIO	N IS WAIVED, subjec	t to th	ne te	rms and conditions of th	e polic	certain po	olicies may i	•		
PRODUCER	Ŭ				CONTA NAME:	CT Willis T	, owers Watso	on Certificate Cente	er	
	son Southeast, Inc.					o, Ext): 1−877·		FAX (A/C, No)	. 1-888-	-467-2378
c/o 26 Century Bl P.O. Box 305191	va						cates@willi		•	
Nashville, TN 3	72305191 USA							DING COVERAGE		NAIC #
					INSURE			Insurance Company		16535
INSURED					INSURE	RB: America	an Guarante	e and Liability Ins	urance	26247
Bonitz, Inc. 3719 Benchmark Dr:	ve				INSURE	RC: North	River Insur	ance Company		21105
Augusta, GA 30909								ty Insurance Compan	У	25445
					INSURE		ia Casualty			31127
					INSURE	RF: Travel	ers Propert	y Casualty Company	of Ame	25674
COVERAGES				E NUMBER: W26671681				REVISION NUMBER:		
INDICATED. NOT CERTIFICATE MA	WITHSTANDING ANY R 7 BE ISSUED OR MAY	EQUIF PERT POLI	REME AIN, CIES.	RANCE LISTED BELOW HAN NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	of an' Ed by	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I	DOCUMENT WITH RESPE	CT TO V	VHICH THIS
INSR LTR TYPE	OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
× COMMERCIA	L GENERAL LIABILITY							EACH OCCURRENCE	\$	2,000,000
CLAIMS	MADE × OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A X XCU/Indep	endent Contractors							MED EXP (Any one person)	\$	10,000
X Contractu	al	Y	Y	GLO 8343873-26		04/01/2022	04/01/2023	PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGAT	E LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	4,000,000
POLICY ×	JECT X LOC							PRODUCTS - COMP/OP AGG		4,000,000
OTHER:		_							\$	
AUTOMOBILE LIAI	BILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
B ANY AUTO		Y	Y					BODILY INJURY (Per person)	\$	
AUTOS ONLY		Ĩ	T	BAP-8343872-26		04/01/2022	04/01/2023	BODILY INJURY (Per accident)		
× HIRED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$	
									\$	
	OCCOR			500110/105				EACH OCCURRENCE	\$	10,000,000
EXCESS LIAE	CLAINS-MADE	Y	Y	5821186185		04/01/2022	04/01/2023	AGGREGATE	\$	10,000,000
DED X I	RETENTION \$ 0							V PER OTH-	\$	
AND EMPLOYERS'	LIABILITY Y/N							▲ STATUTE ÉR		1 000 000
OFFICER/MEMBER	ARTNER/EXECUTIVE	N/A	Y	WC 8343871-26		04/01/2022	04/01/2023	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH) If yes, describe under	r							E.L. DISEASE - EA EMPLOYER		1,000,000
DÉSCRIPTION OF D Contractor's	PERATIONS below	+		ICELLUW00108796		04/01/2021	04/01/2023	E.L. DISEASE - POLICY LIMIT	\$ \$2,000	
	1011001000			TCBLD0W00100796		5 1/ 01/ 2021	51/01/2023	Aggregate Limit	\$2,000	
								Deductible/SIR Amoun		
DESCRIPTION OF OPER	TIONS / LOCATIONS / VEHIC	LES (A) 101, Additional Remarks Schedul	le. mav b	e attached if more	e space is require		q 2 25,00	
	elt Drive, Unit I	•			-, ,)		
Named Insureds	include: Bonitz	Flc	orir	ng Group, Inc. and Bo	onitz	Contracti	ng Co., In	с.		
Certificate Po	der and all other	- nar	tio	s are named as Addit:	ional	Insurede	under the	General Liability	for or	joing and
SEE ATTACHED	der and arr other	- par	LICE	are named as Addre.	TOHAT	Insureus	under che	General Diability		Joing and
CERTIFICATE HO	LDER				CANO	ELLATION				
Fulton County G	overnment				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE (EREOF, NOTICE WILL Y PROVISIONS.		
Attn: Purchasin					AUTHORIZED REPRESENTATIVE					
130 Peachtree S	t S.W									
	Suite 1168 Atlanta, GA 30303-3459					Theman 7. Cox J.				

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID:

			LOC #:	
ACORD®	ADDITIONAL	L REMA	RKS SCHEDULE	Page 2 of 3
AGENCY Willis Towers Watson Southeast, I	inc.		NAMED INSURED Bonitz, Inc. 3719 Benchmark Drive	
POLICY NUMBER			Augusta, GA 30909	
See Page 1		-		
CARRIER See Page 1		NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	
ADDITIONAL REMARKS			EFFECTIVE DATE. See Fage 1	
THIS ADDITIONAL REMARKS FORM IS				
	TLE: <u>Certificate of</u>		Insurance	
			ties when required by written contract.	
	ability and Umbrell	la policies	are Primary and Non-Contributory in favo	or of the
-			l Insureds with regards to General Liabil required by written contract and permitt	-
Coverage for XCU, Contractual a	and Independent Cor	ntractors i	s provided under the General Liability po	licy.
Umbrella/Excess is Follow Form coverages including endorsement		ility, Auto	Liability, Employers Liability (Workers'	Compensation)
3.A. Workers' Compensation Stat	es: AL, CO, FL, (GA, KY, LA,	MD, MS, NC, PA, SC, TN, VA	
General Liability and Umbrella	policies do not ha	ave a resid	ential/habitational exclusion.	
Includes Microbial Matter (Fung dispersal, release of bacteria.); Clean-Up	Costs, Pollution Conditions includes the	discharge,
DEPARTMENT: Real Estate and Ass BID/RFP# NUMBER: 20ITB125835C-G BID/RFP# TITLE: Carpet, Carpet	GS (A)	and Repair	Services Countywide	
BOC NUMBER: 22-0733				
INSURER AFFORDING COVERAGE: Col POLICY NUMBER: CEO 1014136604	lumbia Casualty Con EFF DATE: 04/01		EXP DATE: 04/01/2023	NAIC#: 31127
TYPE OF INSURANCE: Professional Liability	LIMIT DESCRIPTION Per Claim Aggregate	Ň:	LIMIT AMOUNT: \$2,000,000 \$2,000,000	
	Retention		\$50,000	
INSURER AFFORDING COVERAGE: Tra POLICY NUMBER: Y-630-0D492820-1		asualty Com E: 04/01/20		NAIC#: 25674
TYPE OF INSURANCE: Blk Bldg, BPP, Stock, Inv Special Form Inc Theft Replacement Cost	LIMIT DESCRIPTION Total Values	N :	LIMIT AMOUNT: \$42,500,000	

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AGENCY CUSTOMER ID:

		LOC #:				
ACORD [®] ADDITIONA	L REMA	RKS SCHEDULE	Page	3	of	3
AGENCY		NAMED INSURED Bonitz, Inc.				
Willis Towers Watson Southeast, Inc.		3719 Benchmark Drive				
POLICY NUMBER		Augusta, GA 30909				
See Page 1	_					
CARRIER	NAIC CODE					
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1				
ADDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	ORD FORM,					
FORM NUMBER:	f Liability	Insurance				
INSURER AFFORDING COVERAGE: Travelers Property C	asualty Com	pany of America	NAIC#: 2	25674	Ł	
	TE: 04/01/2					
TYPE OF INSURANCE: LIMIT DESCRIPTIO	DN:	LIMIT AMOUNT:				
Contractors Equipment Owned Equipment		\$911,963				
Boom & Jib Coverage Included Leased & Rented Overload excluded \$5,000 Deductibl		\$300,000				
Overload excluded \$5,000 Deductibl	e					
ADDITIONAL REMARKS:						
Unlisted Items Including Borrowed Equipment: no	t to exceed	\$106,000 per item.				
INSURER AFFORDING COVERAGE: Travelers Property C	asualty Com	pany of America	NAIC#: 2	25674	Ł	
POLICY NUMBER: QT-660-8190A917-TIL-22 EFF DA	TE: 04/01/2	022 EXP DATE: 04/01/2023				
TYPE OF INSURANCE: LIMIT DESCRIPTIO	NT •	LIMIT AMOUNT:				
Installation Floater Limit	/IN :	\$1,500,000				
Basic Deductible		\$5,000				
Risks of Direct Physical Loss		Except as Excluded				
ADDITIONAL REMARKS:						
Transit Limit of Insurance: \$1,500,000						
Temporary Storage Limit of Insurance: \$1,500,00			_			
Named Wind Storm Limit of Insurance: \$500,000 (H				ollet	:on,	
Dorchester, Florence, Georgetown, Hampton, Horry			lorida			
Certificate Holder is included as Loss Payee for	Stored Mat	eriais.				

BATCH: 2741645

SR ID: 23325486



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.				
Policy No. GLO 8343873-26	Effective Date: 04/01/2022			

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
 - 1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

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

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

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- D. Solely with respect to the coverage provided by this endorsement:
 - 1. The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO8343873-26	04/01/2022	04/01/2023	04/01/2022	80062000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: GLO8343873-26

COMMERCIAL GENERAL LIABILITY CG 20 32 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured: ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- 2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services. C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP8343872-26	04/01/2022	04/01/2023	04/01/2022	80062000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:

The following are also "insureds":

- **a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- **d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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

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

Endorsement Effective 04/01/2022

Policy No. WC8343871-26

Insured Bonitz, Inc.

Insurance Company Zurich American Insurance Company Countersigned By Thomas H. Cox, Jr.

WC 00 03 13 (Ed. 4-84) Copyright 1983 National Council on Compensation Insurance

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Endorsement No.

Blanket Notification to Others of Cancellation or Non-Renewal



ſ	Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
ſ	BAP 8343872-26	04/01/2022	04/01/2023	04/01/2022	80062000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- **B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - **b.** Non-renewal, but not including conditional notice of renewal.
- **C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- **D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

ſ	Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
	GLO 8343873-26	04/01/2022	04/01/2023	04/01/2022	80062000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- **B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- **C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- **D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

- 1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
- Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
- 3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- 4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Insurance Company

Policy No.

Endorsement No. Premium \$



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

- **DEPARTMENT:** Real Estate and Asset Management
- BID/RFP# NUMBER: 20ITB125835C-GS (C)
- BID/RFP# TITLE: Carpet, Carpet Tile Installation and Repair Services Countywide
- ORIGINAL APPROVAL DATE: 12/16/2020
- RENEWAL EFFECTIVE DATES: 1/ 1/ 2023 THROUGH 12/ 31/2023
- **RENEWAL OPTION #: 2 OF 2**
- NUMBER OF RENEWAL OPTIONS: 2
- RENEWAL AMOUNT: \$225,500.00
- COMPANY'S NAME: HPI Floors, LLC
- ADDRESS: 1035 Research Center Drive, Suite F
- CITY: Atlanta
- STATE: GA
- **ZIP:** 30331
- This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: 10/05/2022 BOC NUMBER: 22-0733

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein: <u>#20ITB125835C-GS (C)</u>

FULTON COUNTY, GEORGIA	HPI FLOORS, LLC					
DocuSigned by:	DocuSigned by:					
Robert L. Pitts 14E1B4AA5F6A44A	Lawrence Hollinshead AEB14AB39D444BF					
Robert L. Pitts, Chairman	Lawrence Hollinshead					
Fulton County Board of Commissioners	President					
ATTEST:	ATTEST:					
Tonya R. Grier						
EEC476C4837648D						
Tonya R. Grier DocuSigned by:	Secretary/					
Clerk to the Commission	Assistant Secretary					
(Affix County Seal)	(Affix Corporate Seal)					
	ATTENT					
AUTHORIZATION OF RENEWAL:	ATTEST:					
DocuSigned by:						
Joseph N. Davis	Pamela Hollinshead					
Joseph N. Davis, Director	Notary Public					
Department of Real Estate and Asset						
Management	FULTON					
C	County:					
	10/07/2025					
	Commission Expires:					
	(Affix Notary Seal)					

ITEM#: RCS:	ITEM#: RM:				
RECESS MEETING	REGULAR MEETING				

Board of Commissioners	Post Agenda	October 5, 2022

22-0732 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 21ITB130241C-CG, Standby Plumbing Repair Services in the total amount not to exceed \$350,000.00 with (A) Talon Property Services, LLC (Atlanta, GA) in the amount of \$90,000.00; (B) J2 Connect, Inc. dba J Squared Plumbing Co., Inc. (McDonough, GA) in the amount of \$100,000.00; and (C) B & W Mechanical Contractors, Inc. (Lawrenceville, GA) in the amount of \$160,000.00, to provide on-site standby plumbing repair services on an "as needed" basis for County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2023 through December 31, 2023. **(APPROVED)**

A motion was made by Commissioner Hall and seconded by Commissioner Ellis, to approve renewal items #22-0727 through #22-0736. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, Arrington, and Abdur-Rahman

22-0733 Real Estate and Asset Management

Request approval to renew and amend existing contracts - Department of Real Estate and Asset Management, 20ITB125835C-GS, Carpet, Carpet Tile Installation and Repair Services Countywide in the total amount not to exceed \$400,500.00 with (A) Bonitz, Inc. (Norcross, GA) in the amount of \$100,000.00; (B) Prime Contractors, Inc. (Powder Springs, GA) in the amount of \$75,000.00; and (C) HPI Floors, LLC (Atlanta, GA) in the amount of \$225,500.00, to provide carpet and carpet tile installation and repair services on an "as-needed" basis for County facilities. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2023 through December 31, 2023. (APPROVED)

A motion was made by Commissioner Hall and seconded by Commissioner Ellis, to approve renewal items #22-0727 through #22-0736. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, Arrington, and Abdur-Rahman

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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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).											
	e & Smit	h Inc.				NAME: PHONE	(770) 43	0	FAX (A/C, No):	(770) 4	29-8305
202	Church	Street				(A/C, No E-MAIL	otiaho@lit	tleandsmith.co		. ,	
P. 0	. Box 10	089				ADDRESS: Clightered interandsmith.com					NAIC #
Mar	ietta				GA 30061	INSURER A : Selective Ins. Co. of SC					19259
INSU	RED					INSURER B : Selective Ins. Co. of The SE					39926
		HPI Floors, LLC				INSURE	RC:				
		1035 Research Center Dr Suite	F			INSURER D :					
						INSURE	RE:				
		Atlanta			GA 30331	INSURE	RF:				
	/ERAG				NUMBER: 22-23				REVISION NUMBER:		
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									MED EXP (Any one person)	_{\$} 15,0	00
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	AUTOMOBILE LIABILITY								(Ea accident)	dent) \$ 1,000,000	
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	AND EMPLOYERS' LIABILITY Y/ N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?								STATUTE ÉR E.L. EACH ACCIDENT	\$ 1,00	0,000
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	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000
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			-								
CEF	<u>RTIFICA</u>	TE HOLDER				CANC	ELLATION				
Fulton County Government Attn: Purchasing Department						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					
		130 Peachtree SW, Ste 1168			CV 30303 34E0	James Richal Clark					
		Atlanta I			GA 30303-3459			Jame	a Kichar Ela		
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