

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles D. Rousseau
Charles W. Oddo



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



AGENDA

July 9, 2026
5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Chairman Lee Hearn
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

1. Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate Marie Parker, Shaneka McClarty, Dr., Lindsey Cofer and Boris Thomas to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030. (pages 3-25)
2. Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate James Oliver, Therol Brown and Robert D. Burcher, Jr. to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030. (pages 26-35)
3. Approval for Fire & Emergency Services to surplus all end-of-service Self-Contained Breathing Apparatus (SCBAs), donate 25 surplus units to Pike County Emergency Services, donate 20 surplus units to Harris County High School Fire & Emergency Services Training Program, and auction the remaining surplus units and associated components. (pages 36-39)
4. Approval of the June 25, 2026, Board of Commissioners Meeting Minutes. (pages 40-49)

OLD BUSINESS:

NEW BUSINESS:

5. Request to approve Contract 26054-P; Change Order 2 for construction of the Phase II Animal Shelter Project by MEJA Construction Inc. for \$1,534,031.00 for a contract total of \$3,372,266.00. (pages 50-120)
6. Consideration of the nomination from the Fayette County Republican Party to appoint Andrew Rose to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028. (pages 121-123)
7. Consideration of the nomination from the Fayette County Democratic Party to appoint Kellie Hooper to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028. (pages 124)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate Marie Parker, Shaneka McClarty, Dr., Lindsey Cofer and Boris Thomas to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030.

Background/History/Details:

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding. The Hospital Authority is comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority.

Three potential appointees are nominated by the Fayette County Board of Commissioners for each open position. There is currently one open position. Upon receiving the nominees, the Hospital Authority will either select a nominee or decline the nominees.

If approved by the Board, the applicants will be provided to the Hospital Authority for possible appointment.
The incumbent is Marie Parker.

What action are you seeking from the Board of Commissioners?

Approval to nominate Marie Parker, Shaneka McClarty, Dr., Lindsey Cofer and Boris Thomas to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, February 25, 2022.**

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME : Brenda Marie Parker

ADDRESS : 202 Tangle Trail, Peachtree City, GA, 30269

TELEPHONE : (cell) [REDACTED] (home) _____

EMAIL ADDRESS : [REDACTED]

Signature

March 25, 2022

Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

1. How long have you been a resident of Fayette County?
I have been a resident of Fayette County for nearly two years. My family and I moved here from the City of Decatur in May 2020.
2. Why are you interested in serving on the Fayette County Hospital Authority?
I am interested in serving on the Fayette County Hospital Authority because I would like to use my knowledge, skills, and experience in healthcare to serve my community.
3. What qualifications and experience do you possess for appointment to the Hospital Authority?
I have many qualifications and experiences that I will bring to the Hospital Authority, should I be afforded the opportunity to serve. I am a licensed pharmacist in the state of Georgia and bring over 20 years of experience in various healthcare settings. During my career, I have successfully worked with different stakeholders to achieve business results and, ultimately, better health outcomes for diverse populations. I have supervised teams and departments, developed clinic-based and telehealth programs, and managed operational budgets to meet staffing and programmatic targets.
4. List your recent employment experiences to include name of company and position.
Most recently, I work at Amgen (a biotechnology company) where I develop, manage, and execute projects with integrated delivery networks and managed care organizations to address social risks and improve health outcomes for patients with cardiovascular disease, oncological disorders, and severe asthma. At the same time, I am an independent consultant with ALYKA Health Technologies. Prior to my time at Amgen, I led a department of more than 50 clinical and non-clinical staff at Kaiser Permanente to address care gaps and improve healthcare quality measure performance.
5. Do you have any past experience relating to the Hospital Authority? If so, please describe.
I do not have any past experience related to the Hospital Authority.
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government?
I do not serve on a governmental commission/board/authority nor am I serving in an elected capacity with any government.

7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many?
I have not attended any Hospital Authority meetings in the past two years.
8. Are you willing to attend seminars or continuing education classes at county expense?
Yes, I am willing to attend seminars or continuing education.
9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority?
 - I do not possess a license to practice medicine or nursing, however, I do possess a license to practice pharmacy.
 - I have worked effectively as a team member and as a team leader across personal and professional settings. At GlaxoSmithKline, I was a part of two teams that won a quality improvement award that highlighted teamwork, leadership, and improved health outcomes for patients.
 - Throughout my career, I have developed cooperative relationships to achieve desired results and outcomes. At Kaiser Permanente, I had to work with C-suite executives, physicians, mid-level providers, pharmacists, nurses, and administrative staff to develop programs and embed services within existing processes in medical offices across the Atlanta Metropolitan Area.
 - I have leadership experience in the communities in which I have worked and lived. In my professional communities, I have held leadership roles for the American College of Clinical Pharmacy and the Georgia chapter for the Academy of Managed Care Pharmacy. In my physical communities, I have served as a church volunteer and engaged in political activities with local organizations.
 - I have experience working in many healthcare settings. I have met with health systems, integrated delivery networks, managed care organizations, and community partners throughout my career. I have been directly employed by one of the largest Medicare sponsors (Humana) and innovative health systems (Kaiser Permanente) and partnered with public health departments to develop collaborative care agreements for pharmacist-administer immunization programs, health systems to address avoidable emergency department visits related to asthma management, and community organizations to help low-income individuals access medications.
 - I have financial management experience, including forecasting, staffing,

and program evaluation.

- I have familiarity with hospital licensure and regulatory requirements as it relates to hospital quality and patient safety. Admittedly, this has not been the focus of my experiences but I'm willing to continue to learn more about these issues. I do have certification as a Healthcare Professional in Healthcare Quality (CPHQ) and engage with the Georgia Association for Healthcare Quality.

10. What is your vision of the county's future related to the duties of the Hospital Authority?

My vision of the county's future, related to the duties of the Hospital Authority, to maintain and/or improve the health of Fayette County residents through the responsible appropriation of funds that achieve these aims.

11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority?

No, there are no known conflicts of interest.

12. Are you in any way related to a County Elected Official or County employee? If so, please describe.

I am not related, in any way, to a County Elected Official or County employee.

13. Describe your current community involvement.

At present, I am a volunteer with the Guest Services team at Southside Church and serve on the leadership teams for the Fayette County Republican Party and Greater Fayette Republican Women's Club. I have met with the Executive Director at the Healing Bridge Clinic and submitted my information to the Fayette CARE Clinic to volunteer in whatever capacity is needed based on my license (PharmD) and experience (grant writing, program management, patient assistance programs). I have started the process to begin a non-profit organization that works with economically disadvantaged women in Fayette and surrounding counties as they prepare to enter/re-enter the workforce.

14. Have you been provided a copy of the county's Ethics Ordinance?

Yes, I have received a copy of the county's Ethics Ordinance.

15. Is there any reason you would not be able to comply with the Ethics Ordinance?

There is no reason that I would not be able to comply with the Ethics Ordinance as I read and understand them.

Brenda Marie Parker

202 Tangle Trail | Peachtree City, GA 30269 | [REDACTED]

EDUCATION AND TRAINING**Doctor of Philosophy, Health Services and Policy Research** 2022

Georgia State University, School of Public Health, Atlanta, GA

Dissertation: *A Longitudinal Examination of the Sociality of Cardiovascular Disease and its Most Common Risk Factor, Hypertension*

Chair: Xiangming Fang, PhD

Master of Public Health, Health Care Outcomes Management 2011

Emory University, Rollins School of Public Health, Atlanta, GA

Thesis: *Intracranial Injury and Mortality Associated with Motorcycle-Related Hospitalizations: Differences in Incidence and Costs on the Basis of Universal Motorcycle Helmet Legislation in the United States*

Chair: Walter Burnett

Residency, Community Pharmacy Practice 2006

ASHP-APhA Accredited Post-Graduate Year 1 (PGY1) Residency

University of Kentucky, College of Pharmacy, Lexington, KY

Honors: **Member** (*Residency Committee*), **Immunizing Team Leader** (*Kroger Pharmacy*)**Doctor of Pharmacy** 2005

University of Georgia, College of Pharmacy, Athens, GA

Minor: *Nutrition Science*Honors: **Dean's List**, **Presidential Scholar****PROFESSIONAL LICENSURE****Registered Pharmacist**

Kentucky Board of Pharmacy, License Number 012912

2005-2023

Georgia Board of Pharmacy, License Number RPH022685

2005-2022

CERTIFICATIONS**Professional in Healthcare Quality (CPHQ)**

2019-2022

National Association for Healthcare Quality

Improvement Advisor (IA)

2019

Kaiser Permanente Improvement Institute

Pharmacotherapy Specialist (BCPS)

2015-2022

Board of Pharmaceutical Specialties

PROFESSIONAL EXPERIENCE**Senior Manager, Value Based Partnerships**Amgen, *Value and Access Communications*, Atlanta, GA

2021-present

- Lead the ideation, creation, and execution of asthma-, cardiovascular-, oncology- and osteoporosis-related population health projects with health system, integrated delivery network, and payer partners

- Manage project budgets, deliverables, and timelines to
- Lead external engagements with various healthcare quality organizations, e.g. NCQA, NQF, and PQA

Senior Manager, Population Health and Quality (Cardiovascular, Bone Health)

Amgen, Medical Value and Access Communications, Atlanta, GA

2019-2021

- Led the coordination, design, interpretation, and delivery of population health and healthcare quality resources, e.g. benchmarking tools, quality metrics reports, for selected payers, IDNs, and health systems to improve health outcomes
- Led external engagements with various healthcare quality organizations, e.g. NCQA, NQF, and PQA
- Participated in healthcare quality metrics development initiatives aligned with key therapeutic areas, e.g. migraine, cardiovascular disease, and bone

Adjunct Investigator, Center for Clinical and Outcomes Research

Kaiser Foundation Health Plan, Atlanta, GA

2017-2020

- Identified, led, and/or participated in internal and external collaborative health services and population health research
- Prepared grant proposals to support collaborative research aligned with public and private research
- Disseminated findings of collaborative research through conference presentation and/or manuscript publication.

Director, Population Health and Quality Performance

Kaiser Foundation Health Plan, Atlanta, GA

2016-2019

- Developed, implemented, and coordinated regional population health activities based on disease surveillance and risk stratification in Commercial, Marketplace, Medicare, and Special Needs Plan populations
- Directed day to day operations, including performance accountability and metrics, logistics, and budgets, as well as staff selection, training, coaching, and supervision
- Improved quality performance measures through care coordination, process improvement, and program alignment with The Southeast Permanente Medical Group (TSPMG) and in alignment with CMS regulations and NCQA HEDIS/CMS Medicare STAR measure requirements.

Regional Outcomes Liaison (Georgia, Florida, and South Carolina)

Sanofi – Evidence Based Medicine (EBM), US Medical Affairs, Atlanta, GA

2015-2016

- Served as the principal field-based scientific resource for external population-based healthcare decision makers involved in pharmaceutical selection, access, and health care policy decisions
- Engaged in scientific exchange regarding clinical, pharmacoeconomic, health outcomes, and health policy information requests
- Led population health management activities with managed care organizations and health systems to improve quality of care

Director, Population Analytics and Economics (Regional and National Accounts)

GlaxoSmithKline – Population Analytics and Center for Economic Affairs, Atlanta, GA

2010-2015

- Developed and implemented analytic strategies with account management teams to aid contract negotiations, minimize product access barriers, address customer concerns, and maximize appropriate sales opportunities using healthcare data

- Engaged regional and national managed care and pharmacy benefit management organizations in population health management activities to improve quality of care through evidence-based identification and evaluation principles
- Led interactions with internal teams (account management, payer marketing, care management, contract and analytics, and research and development) to identify key opportunities and appropriate resources to meet customer needs

Manager, Health Economics and Outcomes Research (Cardiovascular/Diabetes)

Boehringer Ingelheim – Health Economics and Outcomes Research, Danbury, CT 2009-2010

- Designed and implemented HEOR studies and economic models/tools to support brand value propositions and secure market access/formulary acceptance within cardiovascular and diabetes therapeutic areas through project and vendor management
- Developed effective and innovative communication strategies and deliverables to support brand plans and publication strategies
- Supported field-based representatives via the incorporation and delivery of HEOR value propositions for maximizing product revenues, reimbursement, preferred formulary access, and product pull-through across all managed market

Clinical Pharmacist

Humana – RxMentor, Formulary Utilization Management, Louisville, KY 2006-2009

- Delivered comprehensive medication therapy management services to members and providers to decrease potential risks of medication use and gaps in care, and optimize health outcomes
- Increased depth and breadth of medication therapy management program through development of standard operating policies and procedures, expanded collaboration with population management programs, and creation of quality improvement initiatives
- Managed commercial and Part D formularies and associated relationships, presented drug monographs and coverage determination recommendations in cardiovascular and respiratory therapeutic areas as P&T member, and assisted in the development and maintenance of retrospective drug utilization review initiatives using pharmacy claims data

Staff Pharmacist, PRN

Kroger, Walgreen's, and Target Pharmacies, Lexington/Louisville, KY 2005-2009

- Provided pharmacy consulting services to patients regarding the effective usage of medications, awareness with drug interactions and offering preventive healthcare services such as immunizations.
- Ensured the proper compounding, dispensation, review and verification of prescribed medications within regulatory guidelines, company policies and procedures.
- Supported the efficient workflow of the pharmacy and assisted the pharmacy manager in identifying ways to optimize pharmacy financials, inventory management and enhance customer experience.

PROFESSIONAL ASSOCIATIONS

American Public Health Association (APHA) 2017-2019

National Association of Healthcare Quality (NAHQ) 2016-present

Academy Health 2011-2019

Academy of Managed Care Pharmacy (AMCP) 2006-2018

- **President**, *Academy of Managed Care Pharmacy - Georgia Affiliate* 2018
- **President-Elect**, *Academy of Managed Care Pharmacy - Georgia Affiliate* 2017
- **Co-Diplomat**, *University of Georgia College of Pharmacy* 2015-2018

American College of Clinical Pharmacy (ACCP) 2007-2010

- **Chair**, *Health Outcomes Practice and Research Network* 2010
- **Chair-Elect**, *Health Outcomes Practice and Research Network* 2009
- **Secretary/Treasurer**, *Health Outcomes Practice and Research Network* 2008

American Society of Health System Pharmacists (ASHP) 2003-2006

- **Member**, *Education Sub-Committee* 2006

American Pharmacists Association (APhA) 2001-2010

FACULTY APPOINTMENTS

Clinical Assistant Professor of Pharmacy Practice 2009
Sullivan University College of Pharmacy

Community-Based Faculty Member 2007-2009
University of Kentucky College of Pharmacy

TEACHING EXPERIENCE

Lecturer

Georgia State University School of Public Health, Atlanta, GA Spring 2022
PH 8290 Population Health Informatics: Team-taught, multidisciplinary survey course for Master level and above students

- Lectures: Population Health Management; Integrated Delivery Network Case Studies

Lecturer

Georgia State University School of Public Health, Atlanta, GA Fall 2019

- PH 8290 Population Health Informatics: Team-taught, multidisciplinary survey course for Master level and above students
 - Lectures: Population Health Management; Integrated Delivery Network Case Studies

Lecturer

Georgia State University School of Public Health, Atlanta, GA Spring 2018

- PH 8250 Health Economics and Policy: Required course for Master and Doctorate level students
 - Lectures: Public Policy in Medical Care Delivery section

Lecturer

The University of Kentucky College of Pharmacy, Lexington, KY Spring 2006

- PPS 832 Advance Community Practice Management: Elective course for pharmacy students
 - Lecture: Niche Markets & Innovative Pharmacy Care Services

Small Group Facilitator*The University of Kentucky College of Pharmacy, Lexington, KY*

Fall 2005

- Contemporary Aspects of Pharmacy Practice I and II: Elective course for pharmacy students
 - Topics: Otitis Media; Urinary Tract Infections; Diabetes Mellitus

Lecturer*The University of Kentucky College of Pharmacy, Lexington, KY*

Fall 2005

- PPS 813 Geriatric Pharmacy: Elective course for pharmacy students
 - Lecture: Osteoporosis Management in the Community Pharmacy

PUBLICATIONS

Chen, Y., **Parker, M.**, Zheng, X., & Fang, X. (2021). Health insurance coverage of migrant workers in China. *The Chinese Economy*, 1-11. <https://doi.org/10.1080/10971475.2021.1996550>

Parker, M., Fang, X., Self-Brown, S. R., & Rahimi, A. (2021). Establishing how social capital is studied in relation to cardiovascular disease and identifying gaps for future research—A scoping review protocol. *Plos one*, 16(4), e0249751. <https://doi.org/10.1371/journal.pone.0249751>

Parker, M., Fang, X., & Bradlyn, A. (2020). Costs and effectiveness of a culturally tailored communication training program to increase cultural competence among multi-disciplinary care management teams. *BMC Health Services Research*, 20(1), 1-7. <https://doi.org/10.1186/s12913-020-05662-z>

Liu, J., Zheng, X., **Parker, M.**, & Fang, X. (2020). Childhood left-behind experience and employment quality of new-generation migrants in China. *Population Research and Policy Review*, 39(4), 691-718. <https://doi.org/10.1007/s11113-020-09568-w>

Shen, Z., **Parker, M.**, Brown, D., & Fang, X. (2017). Effects of public health insurance on labor supply in rural China. *China Agricultural Economic Review*. <https://doi.org/10.1108/CAER-12-2016-0194>

Meyers M, **Parker M**, Candrilli S, Sander SD. Glycemic Control and Treatment Prescription Patterns in Patients with Type 2 Diabetes Mellitus within a National Electronic Medical Record Database [abstract]. *Diabetes*. 2010; 59(suppl 1).

Burke JP, Sander SD, **Parker M**, Moran J, Thayer S. Prevalence of Renal Insufficiency in Medicare Advantage Beneficiaries with Type 2 Diabetes Mellitus Enrolled in a Large, US National Health Plan [abstract]. *Diabetes*. 2010;59(suppl 1).

Parker M, Divine H, Grise B, Taylor C, and Wilkerson L. Community Pharmacists' Impact on Hypertension Management: An MTM Model. [Abstract] *Journal of the American Pharmacists Association*. March/April 2006. 46(2):248.

PRESENTATIONS

Oral

Culturally Tailored Communication Training to Improve Cultural Competency Among Multi-Disciplinary Care Management Teams: A Pilot Program.

American Public Health Association 2017 Annual Meeting. Atlanta, GA.

Determinants of Rural Migrant Workers' Health Insurance Participation in China.

China Agricultural Economic Review – International Food Policy Research Institute (CAER IFPRI) 9th/2017 Annual Conference. Beijing, China.

Spillover Effects of Chronic Disease of Spousal Labor Supply in China.

International Health Economics Association 12th/2017 World Congress. Boston, MA.

Poster

Usual Source of Care as a Moderator between Race / Ethnicity and Blood Pressure Control.

Academy Health 2019 Annual Research Meeting. Washington, DC.

A Qualitative Analysis of Nursing Perceptions Regarding Cultural Competency Training within an Integrated Health System.

Academy Health 2019 Annual Research Meeting. Washington, DC.

Reducing CHF Readmissions in an Integrated Delivery Network: A Multi-Disciplinary Quality Improvement Initiative.

Institute for Healthcare Improvement (IHI) 2018 National Forum on Quality Improvement in Health Care. Orlando, FL.

Progress Towards Health Equity: Health Insurance Participation of Migrant Workers in China.

American Public Health Association 2018 Annual Meeting. San Diego, CA.

Overcoming Clinical Inertia in Diabetes Management: A Systems-Level, Multi-Disciplinary Quality Improvement Journey.

Institute for Healthcare Improvement (IHI) 2017 National Forum on Quality Improvement in Health Care. Orlando, FL.

Improving Cultural Competency Among Multi-Disciplinary Care Management Teams: A Descriptive Analysis of a Pilot Training Program.

Academy Health 2017 Annual Research Meeting. New Orleans, LA.

Effects of Public Health Insurance on Labor Supply in Rural China.

Consortium of Universities for Global Health 8th/2017 Annual Conference. Washington, D.C.

Prevalence of Renal Insufficiency in a Commercially-Insured Population with Type 2 Diabetes Mellitus Enrolled in a Large, US National Health Plan.

ISPOR 15th/2010 Annual International Meeting. Atlanta, GA.

Health Care Costs and Resource Utilization of Patients with Type 2 Diabetes Mellitus Within a National US Managed Care Population.

ISPOR 15th/2010 Annual International Meeting. Atlanta, GA.

HOT in ACCP: A History of the American College of Clinical Pharmacy's Health Outcomes Practice and Research Network.

ACCP 2009 Annual Meeting. San Diego, CA.

Evaluation of Alcohol Dependence in College Students.

ACCP 2009 Annual Meeting. San Diego, CA.

Impact of Medication Therapy Management in a Commercial Population.

AMCP 2008 Annual Meeting and Showcase. Kansas City, MO.

Pharmacy Involvement in a Nurse-Run Diabetes Case Management Program: Multidisciplinary Collaboration in Managing a High-Risk Diabetes Population of a National Managed Care Health Plan.

ACCP 2008 Spring Forum Meeting. Phoenix, AZ.

SERVICE EXPERIENCE

Peer Reviewer	2019
PLOS ONE	
Mentored Peer Reviewer	2019
Child Maltreatment	
Abstract Reviewer, <i>Disparities and Health Equity</i>	2019
Academy Health Annual Research Meeting	
Peer Reviewer	2018-present
Journal of Healthcare Quality	
Sponsor, <i>Population Health Management Rotation</i>	2017-2018
Inroads and Kaiser Permanente	
Member, Measure Development Team 11 (Polypharmacy)	2016-2017
Pharmacy Quality Alliance	
Member	2011-2016
Medical Reserve Corps, Cobb and Douglas County	
Technical Advisory Panel Member, Efficiency Resource Use	2011-2012
National Quality Forum	

Peer Reviewer 2008-2010
The Annals of Pharmacotherapy

Member 2007-2009
Medical Reserve Corps, Oldham County

Peer Reviewer 2007-2010
Journal of the American Pharmacists Association

GRANTS

Received

Expanding the Abdominal Aortic Aneurism and Pulmonary Nodule SureNet Program 2019
Lokahi Small Project Grant, Kaiser Permanente
Awarded \$47,950 over a one-year period

Using Natural Language Processing to Identify Asplenic Patients in Need of Immunizations 2019
Lokahi Small Project Grant, Kaiser Permanente
Awarded \$12,000 over a one-year period

Community Pharmacists' Impact on Hypertension Management: An MTM Model 2006
Incentive Grant: Practitioner Innovation in Pharmaceutical Care, American Pharmacists Association Foundation
Awarded \$1,000 over a one-year period

Not Funded

Understanding the Relationship between Patient Trust in the Healthcare System and Social Determinants of Health 2018
Building Trust and Mutual Respect to Improve Health Care, Academy Health / Robert Wood Johnson Foundation

OTHER APPLICANTS



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority



The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 ~~no later than 5:00 p.m. on Friday, August 25, 2023.~~
Open until filled.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME : SHANEKA L. MCCLARTY

ADDRESS : 3065 GREG TRAIL
FAYETTEVILLE, GA 30214

TELEPHONE : (cell) [REDACTED] (home) _____

EMAIL ADDRESS : [REDACTED]

Shaneka L. McClarty
Signature

1.27.2025
Date

Dr. Shaneka McClarty

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1. How long have you been a resident of Fayette County? One year.

2. Why are you interested in serving on the Fayette County Hospital Authority? I am deeply committed to improving the health and well-being of the Fayette County community, and I believe serving on the Fayette County Hospital Authority is an excellent way to contribute to this mission. With my background as a licensed psychotherapist and health scientist specializing in health psychology, I understand the importance of access to quality healthcare services and the financial mechanisms that support these services. By serving on this board, I hope to use my expertise to ensure the hospital has access to low-cost capital funding, thereby enabling it to continue delivering high-quality care to our community.

3. What qualifications and experience do you possess for appointment to the Hospital Authority? I bring a unique combination of healthcare, leadership, and financial oversight experience that aligns with the Authority's mission. As a licensed psychotherapist and health scientist, I have a comprehensive understanding of health systems, patient care, and community health needs. In my private practice, I manage budgets, oversee operational efficiency, and navigate regulatory requirements, which are skills directly relevant to the work of the Authority. Additionally, I hold advanced degrees (Doctor of Health Science and Master of Arts in Counseling Psychology), which have given me a broad perspective on the intersection of mental and physical health, as well as the social determinants of health.

4. List your recent employment experiences to include name of company and position. I currently operate a private mental health firm (Therapy Girl LLC) in Atlanta and Maryland. I have been in operation since 2009 as the CEO and psychotherapist.

5. Do you have any past experience relating to the Hospital Authority? If so, please describe. While I have not served directly on a Hospital Authority, I bring relevant experience from my career in healthcare, mental health, and public health initiatives. As the founder of Therapy Girl LLC, I have worked extensively within the healthcare system, addressing mental health needs and collaborating with healthcare providers to support patient wellness. This has given me insights into the operational and financial challenges healthcare organizations face. Additionally, my background as a health educator and consultant has involved managing budgets, navigating regulatory environments, and implementing programs aimed at improving community health. For example, I have led initiatives like the "Cook to Thrive" campaign, which promotes healthy eating and disease prevention, and collaborated with public health departments and community organizations to advance health education and accessibility.

These experiences have equipped me with a solid understanding of healthcare systems and financial oversight, aligning well with the duties and mission of the Hospital Authority.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government? No.

7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many? No. I moved to Fayette County in 2024.

8. Are you willing to attend seminars or continuing education classes at county expense? Yes.

Dr. Shaneka McClarty

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9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority? I meet several of the recommended qualifications outlined in the press release:

1. **Team Collaboration:** My work in private practice and as a health educator requires me to collaborate effectively with diverse teams, including medical professionals, educators, and community leaders.
2. **Political Acumen:** I have successfully engaged with stakeholders across various sectors, including public health departments and community organizations, to build partnerships that enhance health outcomes.
3. **Leadership:** I have a proven track record of leadership in the community, such as running a mental health practice and facilitating health education programs like the "Cook to Thrive."
4. **Healthcare Experience:** My extensive background in mental health and nutrition psychology, combined with my focus on stress management and chronic disease prevention, aligns with the Authority's emphasis on supporting healthcare initiatives.
5. **Board Service:** I have experience serving in advisory and leadership roles, which have strengthened my governance and decision-making skills. I served two terms as board member at Hope Works (a domestic violence and prevention nonprofit).
6. **Financial Management:** Managing a private practice has equipped me with financial management skills, including budgeting, cost analysis, and resource allocation.
7. **Regulatory Familiarity:** As a health professional, I am well-versed in compliance with healthcare regulations and licensure requirements, enabling me to contribute meaningfully to the Authority's oversight responsibilities.

I am confident that my combination of expertise and commitment to community health positions me as a valuable asset to the Fayette County Hospital Authority.

10. What is your vision of the county's future related to the duties of the Hospital Authority? My vision for Fayette County's future is one where the hospital system remains a cornerstone of a healthy, thriving community. As the county continues to grow and diversify, the Hospital Authority's ability to secure low-cost capital funding will be instrumental in ensuring that our healthcare infrastructure keeps pace with the needs of our residents.

I envision a future where Fayette County's hospital can expand access to advanced medical technologies, attract top-tier healthcare professionals, and foster partnerships with public health initiatives to address prevalent health challenges, such as chronic diseases and mental health care. Additionally, I see opportunities for the Authority to support innovative approaches to healthcare delivery, such as telemedicine, community-based health education, and preventive care services, to improve overall health outcomes.

By prioritizing fiscal responsibility and supporting projects that enhance the hospital's capabilities, the Hospital Authority can contribute to a robust healthcare system that not only meets the current needs of our community but also anticipates and adapts to future challenges. My vision aligns with the Authority's mission of leveraging financial mechanisms to support a resilient and accessible healthcare system that serves all residents effectively.

Dr. Shaneka McClarty

3

11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority? No.

12. Are you in any way related to a County Elected Official or County employee? If so, please describe. No.

13. Describe your current community involvement. I am actively involved in several community-focused initiatives that promote physical and mental. I have worked closely with individuals and groups in the community (Fayette Chamber, Walton Fayetteville Apartment, and Fayette Senior Services) to address mental and physical health challenges through my *Cook to Thrive* program, which combines health science and psychology to teach participants how to prepare healthy, low-sodium meals using fresh herbs and spices, addressing barriers to healthy eating, health disparities, and psycho-nutrition. This reflects my commitment to improving the health and wellness of Fayette County residents and my dedication to fostering a healthier, more resilient community.

14. Have you been provided a copy of the county's Ethics Ordinance? Yes.

15. Is there any reason you would not be able to comply with the Ethics Ordinance? No.



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214. **Open until filled.**

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME : Lindsey Cofer _____

ADDRESS : 170 Sweetwater Drive Fayetteville, GA 30214 _____

TELEPHONE : (cell) [REDACTED] _____ (home) _____

EMAIL ADDRESS : [REDACTED] _____

L. Cofer

02/11/2026

Signature

Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

1. How long have you been a resident of Fayette County?

- I have been a resident for four years.

2. Why are you interested in serving on the Fayette County Hospital Authority?

- I am interested in serving on the Hospital Authority to preserve the excellence of Fayette County and ensure that patients are being served in the best possible manner by the hospital administrators.

3. What qualifications and experience do you possess for appointment to the Hospital Authority?

- I maintain a Licensed Masters of Social Work, licensure from the Secretary of State Board of Professionals. I have over 13 years of experience in mental health and have degrees from the University of Georgia and the University of Mississippi in Counseling and Human Services. In addition, I have an on-going community presence and interest in the betterment of the Fayette County residents.

4. List your recent employment experiences to include name of company and position.

5.

- | | |
|---|-------------------|
| - School Social Worker, School District | 11/2017 - Present |
| - Case Manager, Cobb County Community Service Board | 5/2017 - 11/2017 |
| - Behavioral Aide | 7/2015 - 11/2013 |
| - Georgia Counseling and Rehabilitation Services | |

6. Do you have any past experience relating to the Hospital Authority? If so, please describe.

- No past experience relating to Hospital. However, I have interacted with the hospital through various community initiatives, such as Heart Disease Awareness and the Fayette County Historical Society events.

7. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

- No

8. Have you attended any Hospital Authority meetings in the past two years and, if so, how many?

- No

9. Are you willing to attend seminars or continuing education classes at county expense?

- Yes

10. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority?

- As a member, I would contribute my pre-existing qualifications in the areas of my ability to work effectively as a team member, my ability to wield significant political acumen sufficient to establish and maintain cooperative working relationships with diverse groups across the public spectrum, Moreover, I have a well-established and proven leadership role within the community and prior experience with

working in the public health arena, with a focus on improving healthcare outcomes.

11. What is your vision of the county's future related to the duties of the Hospital Authority?

- My vision is that the Fayette County will grow to meet the healthcare needs of the rapidly expanding Fayette county community, while maintaining Fayette County's small-town charm and healthy environmen

12. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority?

- No

13. Are you in any way related to a County Elected Official or County employee? If so, please describe.

- No

14. Describe your current community involvement.

- I am involved in my local church.
- I am a member of the Fayette County Historical Society
-

15. Have you been provided a copy of the county's Ethics Ordinance?

- Yes

16. Is there any reason you would not be able to comply with the Ethics Ordinance?

- No



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority



The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding.

The Fayette County Hospital Authority comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority. Potential appointees are nominated to the Hospital Authority by the Fayette County Board of Commissioners. Upon receiving nominees from the Fayette County Board of Commissioners, the Hospital Authority will either select a nominee or decline the nominees.

Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, August 25, 2023.**
Open until filled.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME : Boris Thomas

ADDRESS : 575 Birkdale Drive
Fayetteville, Georgia 30215

TELEPHONE : (cell) [REDACTED] (home) 770 460 5289

EMAIL ADDRESS : [REDACTED]

[Signature]
Signature

12/16/24
Date

Fayette County Hospital Authority Application Answers

1. I have been a resident of Fayette County for over 32 years.
2. I am interested in serving because I value direct involvement in my community and all of the aspects that make Fayette County a great place to live.
3. I possess my service as a volunteer with local schools and being a current member of several boards.
4. I own several small businesses and previously served in management in several companies.
5. I have no past experience other than noting the changes in the perception of the medical facilities that are now available and prevalent in Fayette County.
6. I am currently serving as a Director for a small non-profit, Director on my community HOA and serving on the Fayette County Planning Board.
7. I have not attended any Hospital Authority meetings in previous years.
8. I am more than willing to attend seminars and continuing education classes.
9. I am qualified because of my current positions of service in the community.
10. My vision of the future is to continue to be receptive to the changing demographic and the aging citizenship of the County.
11. There would be no conflict of interest with regards to family, employment, or friends with regard to serving on the Authority.
12. I am not related to any County Elected Official or County employee.
13. My current involvement includes my neighborhood, my previous volunteering at the local school campus and my current service on the Fayette County Planning Commission.
14. I have been provided with a copy of the County's Code of Ethics.
15. There is no reason that I could not comply with the County's Code of Ethics.

Thank you for your consideration and reviewing my application

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Eric Maxwell to nominate James Oliver, Therol Brown and Robert D. Burcher, Jr. to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030.

Background/History/Details:

The Fayette County Hospital Authority was established by the Fayette County Board of Commissioners on February 2, 2000 when it was determined that a Hospital Authority would serve the citizens through financing projects as provided by the Hospital Authorities Law. While the Hospital Authority has no operational or oversight authority it does provide the ability to issue tax-free bonds and is able to offer the hospital a low-cost opportunity for capital funding. The Hospital Authority is comprised of five volunteer members who serve for four-year terms. Appointments to the Hospital Authority comprise a distinguished blend of business and community leaders willing to serve voluntarily in support of the community through service on the authority.

Three potential appointees are nominated by the Fayette County Board of Commissioners for each open position. There is currently one open position. Upon receiving the nominees, the Hospital Authority will either select a nominee or decline the nominees.

If approved by the Board, the applicants will be provided to the Hospital Authority for possible appointment. The incumbent is James Oliver.

What action are you seeking from the Board of Commissioners?

Approval to nominate James Oliver, Therol Brown and Robert D. Burcher, Jr. to the Fayette County Hospital Authority for consideration of appointment to serve a term beginning June 1, 2026 and expires May 31, 2030.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



APPLICATION FOR APPOINTMENT
Fayette County Planning Commission



Thank you for your interest in being considered for appointment to the Fayette County Planning Commission.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County prior to the date an application is submitted.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are scheduled to be held twice monthly. Commission members are compensated \$75.00 per meeting but no more than \$150 per month. Said meetings take place at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Planning Commission meetings as possible in an effort to become familiar with the responsibilities of the post.**

Please take a few minutes to complete the form and answer the questions below and return with a resume, if available, to Tameca Smith, County Clerk, via email at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 **no later than 5:00 p.m. on Friday, November 15, 2024.**

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME JAMES T. OLIVER JR.

ADDRESS 115 ARDEN CT.
PEACHTREE CITY, GA 30269

TELEPHONE (cell [REDACTED] (home) _____)

(email address) [REDACTED]

Jim Oliver
Signature

Nov. 8, 2024
Date

APPLICATION FOR APPOINTMENT
Fayette County Planning Commission

1. How long have you been a resident of Fayette County?

THIRTY YEARS.

2. Why are you interested in serving on the Planning Commission?

TO SERVE MY COMMUNITY.

3. What qualifications and experience do you possess that should be considered for appointment to the Planning Commission?

I PRESENTLY SERVE ON THIS COMMISSION.

4. List your recent employment experiences to include name of company and position.

RETIRED.

5. Do you have any past experience related to this position? If so, please describe.

I PRESENTLY SERVE ON THIS COMMISSION.

6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?

I SERVE ON THIS COMMISSION AND THE PIEDMONT FAYETTE BONDING AUTHORITY.

7. Have you attended any Planning Commission meetings in the past two years and, if so, how many?

YES MORE THAN TWO DOZEN IN THE PAST TWO YEARS - MORE THAN FIFTY IN FOUR YEARS.

8. Are you willing to attend seminars or continuing education classes at county expense?

YES.

9. Would there be any possible conflict of interest between your employment or your family and you serving on the Planning Commission?

NO.

10. Are you in any way related to a County Elected Official or County employee? If so, please describe.

NO.

11. Describe your current community involvement.

I PRESENTLY SERVE ON THIS COMMISSION.

12. Have been given a copy of the county's Ethics Ordinance?

YES.

13. Is there any reason you would not be able to comply with the ordinance?

NO.

APPLICATION FOR APPOINTMENT
Fayette County Zoning Board of Appeals

DEC 07 2019
10

Thank you for your interest in being considered for appointment to the Fayette County Zoning Board of Appeals.

Applicants must be a legal resident of the State of Georgia and have been a resident of Fayette County for at least six months prior to the date an application is submitted.

The Zoning Board of Appeals is comprised of five members appointed to three-year terms. Meetings are scheduled to be held on a monthly basis. Said meetings take place at the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia. Please do not apply if you will be unable to attend a minimum of eighty percent (80%) of all meetings. Applicants are encouraged to attend as many Zoning Board of Appeals meetings as possible in an effort to become familiar with the responsibilities of the post.

Please take a few minutes to complete the form and answer the questions on the reverse side of this form and return it with a resume, if available, to Tameca White, Interim County Clerk, 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214 no later than 5:00 p.m. on Friday, December 30, 2016.

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Therol R. Brown

ADDRESS 282 Ebenezer Rd.

Fayetteville, GA. 30215

TELEPHONE (day) [REDACTED] (cell)

(evening) [REDACTED]

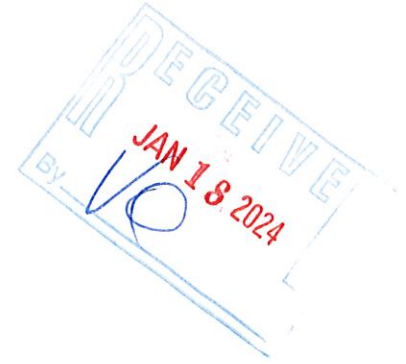
(email address) [REDACTED]

Therol R. Brown

Signature

12-4-2019

Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

1. How long have you been a resident of Fayette County? 78 YRS
2. Why are you interested in serving on the Fayette County Hospital Authority? TO SERVE my home County.
3. What qualifications and experience do you possess for appointment to the Hospital Authority? BBA Degree; MANY YEARS OF PROFESSIONAL MANAGEMENT EXPERIENCE.
4. List your recent employment experiences to include name of company and position. GA DOT SR. MGMT - 30 YRS; EXEC. DIRECTOR, GA HWY CONTRACTORS ASSOC. 8 YRS
5. Do you have any past experience relating to the Hospital Authority? If so, please describe. NO
6. Are you currently serving on a commission/board/authority or in and elected capacity with any government? NO
7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many? NO
8. Are you willing to attend seminars or continuing education classes at county expense? YES
9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority? MANAGEMENT EXPERIENCE & EDUCATION.
10. What is your vision of the county's future related to the duties of the Hospital Authority? CONTINUE TO BECOME BETTER
11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority? NO
12. Are you in any way related to a County Elected Official or County employee? If so, please describe. NO
13. Describe your current community involvement. PAST MEMBER & CH OF ZONING BOARD OF APPEALS; MEMBER OF BOARD COWETA FAYETTE EMC ALSO, ON THE BOARD OF GA EMC.
14. Have you been provided a copy of the county's Ethics Ordinance? YES



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

15. Is there any reason you would not be able to comply with the Ethics Ordinance?

No



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority



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Please take a few minutes to complete the form and answer the questions below and return it with a resume, if available, to Tameca Smith, County Clerk, at tsmith@fayettecountyga.gov or 140 Stonewall Avenue, West, Suite 100, Fayetteville, GA 30214. **Open until filled.**

If you have any questions, please call (770) 305-5103.

NOTE: Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME : ROBERT D. BURCHER JR.

ADDRESS : 244 LEES MILL RD.
FAYETTEVILLE, GA 30214

TELEPHONE : (cell) [REDACTED] (home) 770-969-1939

EMAIL ADDRESS : [REDACTED]

Signature

4-1-2026
Date



APPLICATION FOR APPOINTMENT
Fayette County Hospital Authority

1. How long have you been a resident of Fayette County?
2. Why are you interested in serving on the Fayette County Hospital Authority?
3. What qualifications and experience do you possess for appointment to the Hospital Authority?
4. List your recent employment experiences to include name of company and position.
5. Do you have any past experience relating to the Hospital Authority? If so, please describe.
6. Are you currently serving on a commission/board/authority or in an elected capacity with any government?
7. Have you attended any Hospital Authority meetings in the past two years and, if so, how many?
8. Are you willing to attend seminars or continuing education classes at county expense?
9. Based on the qualifications listed in Press Release, what qualifies you to be a member of the Hospital Authority?
10. What is your vision of the county's future related to the duties of the Hospital Authority?
11. Would there be any possible conflict of interest between your employment or your family and you serving on the Hospital Authority?
12. Are you in any way related to a County Elected Official or County employee? If so, please describe.
13. Describe your current community involvement.
14. Have you been provided a copy of the county's Ethics Ordinance?
15. Is there any reason you would not be able to comply with the Ethics Ordinance?

Fayette County Hospital questionnaire response.

1. Resident since 1985.
2. Interested in fulfilling public obligation.
3. Lifelong construction experience.
4. Retired for twelve years.
5. Having been involved with hospital construction projects.
6. No current involvement with any elected government entity.
7. Have not attended any Hospital Authority meetings.
8. I am willing to attend seminars or continuing education classes at county expense.
9. I believe I meet the qualifications of Hospital Authority.
10. To provide excellent medical service.
11. No anticipated conflict of interest.
12. Not related to any elected public or government employee.
13. Member of Fayetteville First Baptist, serving as Deacon and serving on Property and Space committee, Member of Fayette County Civitan Club and Member of Gideons.
14. I have received Ethics Ordinance copy.
15. I am able to comply with Ethics Ordinance.

Work History Summary

Robert Douglas Burcher Jr work history

Georgia Institute of Technology – BS in Building Construction	1969
United States Army - Tank Commander	1970-1971
Carter Construction Co - Project Manager	1972-1977
Beers Construction Co – Project Manager/Estimator	1978-1987
Burcher, Inc. – Construction Company President	1988-2004
Group IV Construction Co- Chief Estimator	2005-2009
Cobb County School System- Construction Manager	2010-2012
Retired-	2013-2026

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval for Fire & Emergency Services to surplus all end-of-service Self-Contained Breathing Apparatus (SCBAs), donate 25 surplus units to Pike County Emergency Services, donate 20 surplus units to Harris County High School Fire & Emergency Services Training Program, and auction the remaining surplus units and associated components.

Background/History/Details:

Fire & Emergency Services was approved to purchase complete replacement of all existing Self-Contained Breathing Apparatus (SCBAs) and associated components for functional use through the 2023 SPLOST. Those replacement units have been delivered and initial training has begun. The new units are scheduled to be placed inservice on June 30, 2026.

With the installment of the new units, the existing SCBA's are scheduled for surplus to auction or donation to a department or program needing additional units or training equipment. Both Pike County and Harris County have requested donation of some of those units, and the remaining are recommended to go to auction.

What action are you seeking from the Board of Commissioners?

Approval for Fire & Emergency Services to surplus all end-of-service Self-Contained Breathing Apparatus (SCBAs), donate 25 surplus units to Pike County Emergency Services, donate 20 surplus units to Harris County High School Fire & Emergency Services Training Program, and auction the remaining surplus units and associated components.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Asset #'s: 27353, 27523, 27925, and 27855 to surplus.

Fayette County
Fixed Asset Change Form

Originating Department Fire & Emergency Services

Date 6/24/2026

Qty	Description	Manufacturer	Model	Serial / VIN	Inventory Tag #	Code: Acquisition Or Disposal	Current Unit Value Over \$1000? (Y/N)	I.S. (Prep for Disposition only)	B&G Disposition Code
1	Phase 1 Cylinders FY17	Scott/3M	Cylenders	n/a	27353	DS	Y		
1	Phase 2 SCBA FY19	Scott/3M	SCBA Packs	n/a	27925	DS	Y		
1	Quantifit Fit Tester	ODH	Quantifit	86105236	27523	DS	Y		
1	Breathing Air Compressor	Scott Safety	Breathing Air Compressor	115A845008086	27855	DS	Y		

Acquisition Codes:

- AP – Purchase
- AD – Donation
- AC – Confiscated
- AO – Other acquisition*

Disposition Codes:

- DS – To surplus for auction, sale or trade
- DD – To B&GM for disposal: recycle, landfill or other
- DT – Transfer to _____
- DO – Other disposition*

B&G Disposition Codes:

- BS – Stored for auction or sale
- BD - Discarded
- BO – Other disposition*

*Comments _____

Department Signature

Asst. Chief 6/24/2026

WORK ORDER #	DATE STORED	LOCATION STORED

Bobby Wilkerson
Fire Chief

Doug Neath
Deputy Chief of
Operations



Steven Poss
Training Chief

Jim Totten
EMA
Director

P. O. Box 377
Zebulon, GA. 30295

Good morning,

My name is Steven Poss, and I serve as the Deputy Chief of the Pike County Fire Department. We operate as a combination department, utilizing both part-time and volunteer firefighters. As our department continues to grow and evolve, it has become increasingly clear that we need to upgrade our air packs to meet modern safety standards and ensure the well-being of our team during operations. We have made significant progress in this area by successfully acquiring new Scott air packs through the Fireworks grant and various other funding opportunities. However, as we evaluate our current inventory, we have discovered that several of our existing air packs are beyond economic repair and need to be replaced. Recently, I learned that Fayette County is in the process of transitioning to MSA air packs and may have some of their Scott packs available for sale. I believe this could be a valuable opportunity for us, and I would like to pursue the possibility of purchasing 25 of these packs. This acquisition would not only enhance the safety of our firefighters but also ensure that we have reliable equipment as we continue to serve our community effectively.

Thank you,
Steven Poss
Deputy Chief
678-588-0541
Deputychief3@pikecoes.com

Bobby Wilkerson (Chief)
Pike County Emergency Services
23 Society Street
Concord GA 30206
770-876-9763 - Mobile
chief@pikecoes.com

REC'D 5/1/2026
A handwritten signature in blue ink, appearing to be "SP", is written below the date.



HARRIS COUNTY HIGH SCHOOL

8281 GEORGIA HIGHWAY 116 | HAMILTON, GEORGIA 31811 | PHONE 706-628-4278



Mrs. Lindie Snyder
Principal

Mr. Tyler Dunn
Assistant Principal
CTAE Director

Mr. Jeffrey Wheelless
Assistant Principal
Athletic Director



Mr. Seth Bierman
Assistant Principal

Dr. Natalie Teasley
Assistant Principal

Mr. Freddie Vazquez
Assistant Principal

Mitt Smith
Teacher Fire and Emergency Services
Harris County High School
11696 US Hwy 27
Hamilton, GA 31811

May 13, 2026

Jeffery W. Hill
Fire Chief
Fayette County Fire and Emergency Services
140 Stonewall Ave.
Fayetteville, GA 30214

Dear Chief Hill

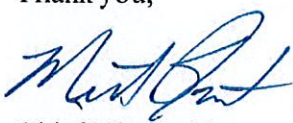
I hope this letter finds you doing well and soon to complete the additional Law Enforcement training that you have been participating. Now that the end is in site at the Harris County High School I and the students look forward to the summer break.

To follow through on our recent conversation I would like to formally ask if Fayette County would have surplus items that are no longer in service with your organization our Fire and Emergency Services program at Harris County be added to the departments list of potential recipients as we continue to build our program. With Harris County continuing to have an all-volunteer fire service our High School through the vision of our School Board has initiated the State Board of Education's curriculum allow training while in high school up to the Firefighter I level. Currently our needs include self-contained breathing apparatus (SCBA) as currently we have 10 very outdated MSA devices which are no longer supported or repairable.

Any items would be considered a vast improvement to exposure for our students and any type of hold harmless agreement will be provided upon request.

Thank you for this consideration as well look forward to returning to school in early August.

Thank you,


Chief Mitt Smith

REC'D
5/14/2026


BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
 Edward Gibbons, Vice Chairman
 Eric K. Maxwell
 Charles D. Rousseau
 Charles W. Oddo

Consent #4

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator
 Dennis A. Davenport, County Attorney
 Tameca P. Smith, County Clerk
 Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

June 25, 2026
 5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the June 25, 2026, Board of Commissioners meeting to order at 5:01 p.m. A quorum of the Board was present. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Invocation and Pledge of Allegiance by Commissioner Charles Oddo

Commissioner Charles Oddo gave the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Commissioner Charles Oddo moved to approve the agenda as presented. Commissioner Charles Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

PROCLAMATION/RECOGNITION:**1. Recognition of the Fayette County State Court Summer Interns.**

State Court Judge Jason Thompson recognized State Court law school student interns. Fayette County State Court had the opportunity to host several internships during the 2025-2026 school year. Judge Thompson acknowledged the hard work and dedication of High School students: Chole Keeley, Umu King, Madison Meeke, Hastee Mehdipour, Valeria Suarez, Shealyn; College students: Olivia Avevedo, Mclaine Arnold, Ciana Bruce, Henry Crozier, Andres Davila Echeverri, Mackenzie Guillou, Andrew Martindale, Reagan Marvel, Godswill Maxwell, Ava Newell, Sydney Oates, Juhi Patelm Anna Grace Scott; and Law School students Alexander Paparo, Jeremy Salguero, and Nia Tchaykov.

PUBLIC HEARING:**2. Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2027 which begins on July 1, 2026 and ends June 30, 2027, and approval of Resolution 2026-13 to adopt the Fiscal Year 2027 Annual Budget.**

Fayette County Chief Financial Officer Sheryl Weinmann began the 2nd Public Hearing on Fayette County's proposed annual budget for Fiscal Year 2027 by providing the Board with the estimated fund balance for FY2026 financial projection which was \$30.89M. Ms. Weinman stated that she would review FY2027 proposed budget items, majority of which had been discussed in

previous meetings but needed further analysis and approval. She noted that as of June 11th the positive net impact to the General Fund's fund balance was approximately \$482K.

Budget Discussion item #1

Ms. Weinman continued stating that Budget Discussion item #1 was consideration of an increase for the Board of Commissioners (BOC) which was a discussion continuation from the June 11th BOC meeting. She presented Option 1 which was a \$2,500 base rate increase with an estimated six-month FY2027 impact of \$8,622.66, and a full-year impact \$17,245.33. She noted that these figures and totals included longevity pay, certification supplements, and COLAs. Ms. Weinmann explained that the earliest possible effective date would be January 1, 2027, because all changes would need to be included in the legislative package and presented to the local delegation. She continued stating that Option 2 was a \$5,000 base rate increase with an estimated six-month FY2027 impact of \$17,245.33 and a full-year impact \$34,490.65.

County Administrator Mr. Rapson stated that the Board would need to make a vote on either option 1 or 2 providing a dollar amount. This would then be drafted to be included in the legislative package to be presented to the local delegation in November.

Chairman Hearn noted that the reason for the Board needing to go through this process was because the Board of Commissioners' pay had been uncoupled from the Superior Court Judges salary.

Ms. Rapson stated that House Bill 85 uncoupled the salary of the Board of Commissioners, the State Court Judge as well as the Solicitor General from the Superior Court Judges' salary. He noted that the Board had already taken local delegation action regarding both the State Court Judge and Solicitor General salaries leaving the elected positions, County Commissioners unratified. Mr. Rapson stated the as a result, the Board of Commissioners' salaries had been left frozen.

Commissioner Rousseau moved to approve option 1, \$2,500 base rate increase for the Board of Commissioners. Chairman Hearn seconded.

Commissioner Oddo stated that while this discussion was somewhat uncomfortable it was important. He noted that the commissioners' pay had previously been tied to Superior Court Judge pay allowing for regular review and the potential increases. Commissioner Oddo stated that the appropriate compensation would help attract qualified future leaders. With that in mind, he was willing to support this rate increase.

Chairman Hearn stated that he felt this was a good step and increasing the pay would help attract better candidates and good leaders in the community would like to serve in the future.

Mr. Rapson noted that House Bill 85 reflected a distinction between commissioner and chairman compensation, including a chairman differential of approximately \$6,200 due to added responsibilities. He wanted to ensure that the Board was aware this would be included in legislative package as part of this rate increase request.

Commissioner Rousseau moved to option 1, \$2,500 base rate increase for the Board of Commissioners. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Ms. Weinmann noted that the budget summary and Resolution would be updated to reflect the correct numbers based on the this vote.

Budget Discussion item #2

Ms. Weinman stated that Budget Discussion item #2 was an increase for the UGA Cooperative Extension contract to include a 1.04% proposed merit, including salary, FICA/Medicare, and Retirement. She noted that the increase was only related to the County portion of funding and totaled \$1,916.

Commissioner Rousseau moved to approve staff recommendation for a merit increase for the UGA Cooperative Extension. Commissioner Oddo seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Budget Discussion item #3

Ms. Weinmann stated that this item proposed a 5% increase to Fayette County Board members' rate. This included the Board of Assessors, Board of Equalization, Zoning Board of Appeals, and Planning Commission. She noted that some of these were paid per meeting or based on hours and upon review it was determined that the estimated annual impact of the 5% rate increase would be approximately \$2,372.

Commissioner Rousseau moved to approve the 5% rate increase for the Fayette County Board members' to include Board of Assessors, Board of Equalization, Zoning Board of Appeals, and Planning Commission. Commissioner Oddo seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Ms. Weinmann concluded the presentation with the following budget highlights:

- Millage Rate remains at 3.763
- General Fund impact from maintenance & operations is positive
- Proposed Budget increases General Fund Balance \$461,210 [plus approximately \$8,600 based on changes made but not yet reflected due to previous vote]
- Funds Rolling 5 Year Capital Improvement Program of \$3,931,434
- Changes in Personnel levels protect the existing outstanding service delivery to our citizens
- Budget continues to maintain the commitment to balance current year revenues with current year expenses.
- Maintains Employee Benefits – Medical/Dental/Vision & Retirement
- County-Wide departmental cooperation continues to yield positive results.

Ms. Weinmann asked the Board to adopt the Fiscal Year 2027 Budget and to approve Resolution 2026-13.

Clerk of Courts Shelia Studdard thanked the Board and stated that, in her 26 years as clerk, this was the first time the Board of Equalization had received an increase. She noted that it would be greatly appreciated.

No one spoke in opposition.

Commissioner Rousseau thanked staff for their hard work and due diligence, acknowledging that this was a difficult budget year.

Chairman Hearn also relayed a kudos to the Finance Office with a special thank you to Sergio Acevedo Fayette County Budget Manager.

Commissioner Rousseau moved to approve Fayette County's proposed annual budget for Fiscal Year 2027 which begins on July 1, 2026, and ends June 30, 2027, and approval of Resolution 2026-13 to adopt the Fiscal Year 2027 Annual Budget. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Planning and Zoning Director Deborah Bell read the Introduction to Public Hearings.

3. **Consideration of Petition 1381-26, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent, requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R (Agriculture-Residential) to R-80 (Single-Family Residential); property located in Land Lots 249 of the 4th District and fronts McBride Road. This item was tabled at the May 28, 2026, Board of Commissioners meeting.**

The Petitioner agreed to move forward with this petition with less than a full Board present.

Ms. Bell stated that this item requested to rezone Parcel 0448 034 from A-R to R-80. The lot is a legal lot of record. She noted that it met or exceeded all requirements of the R-80 zoning district. Ms. Bell stated that the Future Land Use Map designates this

area as Rural Residential-3, which has a 3-acre minimum parcel size, so request to rezone to R-80, which has a 3-acre minimum lot size, was consistent the Future Land Use Map and the Comprehensive Plan. Ms. Bell stated that both staff and the Planning Commission recommended approval with one condition:

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 40-ft of right of way as measured from the existing centerline of McBride Road within 90 days.

Rod Wright, Petitioner, asked for favorable approval of Petition 1381-26, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent, requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R to R-80. He noted that he accepted the condition as presented by Ms. Bell.

No one spoke in favor or opposition.

Commissioner Oddo moved to approve Petition 1381-26, Wright Chancey McBride, LLC, Owner and Rod Wright, Agent, requesting to rezone Parcel No. 0448 034 (8.227 acres), from A-R (Agriculture-Residential) to R-80 (Single-Family Residential); property located in Land Lots 249 of the 4th District and fronts McBride Road with one (1) condition. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

- 4. Consideration of Petition 1382-26, Linda Waites, Owner, and Michele Hoff, Agent, requesting to rezone Parcel No. 0903 007 (54.46 acres) from R-70 (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lot 6 of the 9th District and fronts on Milam Road.**

Commissioner Oddo moved to table this item to the July 23rd BOC Meeting. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

- 5. Consideration of Petition 1383-26, Charles E. Harp Estate, Owner, and Julie Harp, Agent, requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential); property located in Land Lot 247 of the 4th District and fronts SR 92 and Inman Road.**

The Petitioner agreed to move forward with this petition with less than a full Board present.

Ms. Bell stated that this item was a request to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70. She noted that this lot was a legal, nonconforming lot. Although the lot does not meet the dimensional requirements under current A-R zoning, it would meet or exceed the requirements of the R-70 zoning district. The Future Land Use Map designates this area as Rural Residential-2, which has a 2-acre minimum parcel size. The request to rezone R-70 was consistent with the Future Land Use Map & Comp Plan. Ms. Bell stated that both staff and the Planning Commission recommended approval with two conditions:

1. The owner /developer shall dedicate land to Fayette County as needed to provide a minimum of 50-ft of right of way as measured from the existing centerline of Inman Road within 90 days of this rezoning request. Environmental Management Department will approve the required warranty/ quitclaim deeds prior to Final Plat of the property.
2. The current driveway along Inman Road does not meet the current access standards and will need to be relocated when the property is developed.

Ms. Julie Harp asked for the Board's favorable approval of Petition 1383-26, Charles E. Harp Estate, Owner, and Julie Harp, Agent, requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential); property located in Land Lot 247 of the 4th District and fronts SR 92 and Inman Road. She accepted the outlined conditions.

No one spoke in favor or opposition.

Commissioner Oddo moved to approve Petition 1383-26, Charles E. Harp Estate, Owner, and Julie Harp, Agent, requesting to rezone Parcel No. 044701 009 (2.34 acres) from A-R (Agriculture-Residential) Single Family to R-70 (Single-Family Residential); property located in Land Lot 247 of the 4th District and fronts SR 92 and Inman Road with two (2) conditions. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

PUBLIC COMMENT:

Mr. Douglas Brantley Jr. of Fayetteville addressed the Board regarding a long-standing sinkhole and flooding issue on his property. He relayed concerns regarding damage to his lower driveway *allegedly* caused by the county. He also asked the Board to reconsider its offer regarding purchasing his property and urged the Board to address the situation before someone was seriously hurt.

CONSENT AGENDA:

Commissioner Oddo moved to approve the Consent Agenda. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

6. **Approval of the Intergovernmental Agreement (IGA) for the Provision of Inmate Services between Fayette County, City of Fayetteville, Town of Tyrone, and the City of Peachtree City, related to the Daily Inmate Rate calculations effective July 1, 2026.**
7. **Acceptance of the Certificate of Completion for the December 11, 2026 Fayette Beautification Project Agreement with Georgia Power for landscaping/beautifying roadway islands along Veterans Parkway and construction of Whitewater Creek Nature Area.**
8. **Approval of the May 13, 2026, Board Retreat Minutes.**
9. **Approval of the June 11, 2026, Board of Commissioners Meeting Minutes.**

OLD BUSINESS: None

NEW BUSINESS:

10. **Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to reappoint Darryl Hicks to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.**

Chairman Hearn moved to approve to reappoint Darryl Hicks to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

11. **Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to reappoint Dr. Luis Matta to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.**

Chairman Hearn moved to approve to reappoint Dr. Luis Matta to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. Commissioner Oddo seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

12. Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to appoint Thomas Gray to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

Chairman Hearn moved to appoint Thomas Gray to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. Commissioner Oddo seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

13. Request to approve a recommendation from the Selection Committee, comprised of Commissioners Lee Hearn and Edward Gibbons to appoint Addison Lester III to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030.

Chairman Hearn moved to appoint Addison Lester III to the Fayette County Development Authority to fulfill a four-year term beginning April 10, 2026 and expiring April 9, 2030. Commissioner Oddo seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Chairman Hearn noted that Mr. Lester was his mother's first cousin in an effort to be transparent.

14. Request to approve an Amendment to Subgrant Agreement with the Atlanta Regional Commission (ARC) for the 2026 Comprehensive Transportation Plan (CTP) update in the amount of \$192,000 federal and \$72,225.43 local match for a total amount of \$264,225.43.

Paola Kimball, Transportation Engineer, stated that this item was seeking approval of an Amendment to Subgrant Agreement with the Atlanta Regional Commission (ARC) for the 2026 Comprehensive Transportation Plan. She noted that on December 12, 2024, the Board of Commissioners (BOC) approved a Subgrant Agreement with ARC to update Fayette County's Comprehensive Transportation Plan. On December 11, 2025, the Board approved the consult contract, and this amendment reflected that contract. Ms. Kimball stated that the total amount of the project was \$264,225.43, the local match was \$72,225.43 and the federal amount was \$192,000.

Commissioner Rousseau moved to approve Amendment to Subgrant Agreement with the Atlanta Regional Commission (ARC) for the 2026 Comprehensive Transportation Plan (CTP) update in the amount of \$192,000 federal and \$72,225.43 local match for a total amount of \$264,225.43. Commissioner Oddo seconded. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Chairman Hearn asked if this was included in the Budget.

Mr. Rapson stated yes, 100%.

Commissioner Rousseau moved to approve Amendment to Subgrant Agreement with the Atlanta Regional Commission (ARC) for the 2026 Comprehensive Transportation Plan (CTP) update in the amount of \$192,000 federal and \$72,225.43 local match for a total amount of \$264,225.43. Commissioner Oddo seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

15. Request to award Contract #26124-S: Siemens Industry Inc. for the maintenance of the building Automation equipment and software within the Justice Center, Jail, Jail Annex, and Library for a three (3) year period in the amount of \$271,676.

Building and Grounds Director, Josh Wilson, stated that this item was seeking approval to award Contract #26124-S: Siemens Industry Inc. for the maintenance of the building Automation equipment and software within the Justice Center, Jail, Jail Annex, and Library for a three (3) year period in the amount of \$271,676.

Commissioner Rousseau asked if this was an annual renewal or a three-year renewal.

Mr. Rapson stated that this was a three-year renewal, but staff would be reviewing it in the next year.

Commissioner Oddo asked what this software was for.

Mr. Wilson stated that this was the automation software and equipment for the HVAC units in several of the County's buildings. It advised on equipment issues and service and maintenance needs. This helped maintain more energy-efficient buildings.

Commissioner Oddo moved to approve to award Contract #26124-S: Siemens Industry Inc. for the maintenance of the building Automation equipment and software within the Justice Center, Jail, Jail Annex, and Library for a three (3) year period in the amount of \$271,676. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

16. Request to approve Contract #1477-S: Carbyne Public Safety Ecosystem, renewal five of six, in the amount of \$290,000.

Mr. Rapson stated that this item was seeking Board approval for Contract #1477-S: Carbyne Public Safety Ecosystem, renewal five of six, in the amount of \$290,000. The contract renewal provided maintenance and support to ensure continued operation of the system. Mr. Rapson added that the Carbyne system enabled enhanced location accuracy and real-time video.

Commissioner Oddo moved to approve Contract #1477-S: Carbyne Public Safety Ecosystem, renewal five of six, in the amount of \$290,000. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

17. Request to award Contract #2596-B, Renewal #1 to C.W. Matthews Inc. for annual asphalt delivery in the not-to-exceed amount of \$450,000.00.

Roads Director Steve Hoffman stated that this item was requesting to award Contract #2596-B, Renewal #1 to C.W. Matthews Inc. for annual asphalt delivery in the not-to-exceed amount of \$450,000.00.

Commissioner Oddo moved to award Contract #2596-B, Renewal #1 to C.W. Matthews Inc. for annual asphalt delivery in the not-to-exceed amount of \$450,000.00. Commissioner Rousseau seconded. The motion passed 3-0.

Chairman Hearn asked what the asphalt would be used for.

Mr. Hoffman stated that it would be used for in-house paving, patching, and resurfacing.

Commissioner Oddo moved to award Contract #2596-B, Renewal #1 to C.W. Matthews Inc. for annual asphalt delivery in the not-to-exceed amount of \$450,000.00. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

18. Request to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2027 for renewal 1, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned.

Water System Director Vanessa Tigert stated that this item was seeking approval to Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2027 for renewal 1, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned.

Commissioner Rousseau asked if some of the asphalt projects could be done in-house for a cheaper price.

Mr. Rapson stated that if available Mr. Hoffman's crew could step in and perform some of the on-call projects in-house. However, this would be case-by-case and based on workload.

Commissioner Rousseau moved to award Contract 2563-B, Annual Contract for Water Distribution and Stormwater Infrastructure Annual On-Call Contract for Fiscal Year 2027 for renewal 1, Shockley Plumbing, with a not-to-exceed or fixed prices established for each project as assigned. Commissioner Oddo seconded. The motion passed 5-0.

19. Request to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2027 to American Tank Maintenance, with a not-to-exceed amount of \$659,907 for renewal 1.

Ms. Tigert stated that this item was seeking approval of Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2027 to American Tank Maintenance, with a not-to-exceed amount of \$659,907 for renewal 1.

Chairman Hearn stated that this would be for maintenance for both inside and outside the Water Storage Tank.

Ms. Tigert stated that was correct as well as required inspection.

Commissioner Oddo moved to award Contract #2558-P, Elevated Water Storage Tank Maintenance for Fiscal Year 2027 to American Tank Maintenance, with a not-to-exceed amount of \$659,907 for renewal 1. Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

20. Request to approve Contract #2550-B: Water Treatment Chemicals Renewal 1 for Brenntag Mid-South, Inc. and Chemtrade Chemicals US LLC for a total not- to-exceed amount of \$514,933.

Ms. Tigert stated that this item was seeking approval of Contract #2550-B: Water Treatment Chemicals Renewal 1 for Brenntag Mid-South, Inc. and Chemtrade Chemicals US LLC for a total not- to-exceed amount of \$514,933.

Commissioner Oddo moved to approve Contract #2550-B: Water Treatment Chemicals Renewal 1 for Brenntag Mid-South, Inc. and Chemtrade Chemicals US LLC for a total not- to-exceed amount of \$514,933. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

21. Request to award of Contract #26139-S, State Court Appointed Counsel, to Lister, Holt, & Dennis, LLC to provide services to indigent defendants, in the amount of \$756,000.00.

Mr. Rapson stated that this item was seeking Board approval to award Contract #26139-S, State Court Appointed Counsel, to Lister, Holt, & Dennis, LLC to provide services to indigent defendants, in the amount of \$756,000.00.

Commissioner Hearn noted that Judge Thompson was pleased with the service provided by Lister, Holt, & Dennis, LLC.

Commissioner Oddo moved to approve Contract #26139-S, State Court Appointed Counsel, to Lister, Holt, & Dennis, LLC to provide services to indigent defendants, in the amount of \$756,000.00. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

ADMINISTRATOR'S REPORTS:

A: Contract 2378-S: Water System Engineer of Record; Task Order 26-12: Trilith Booster PS Construction

B: Contract 26143-A: Royal Condos at Hwy 54 Vault and Tie In

Hot Projects

Mr. Rapson stated that he provided the Board the Hot Topics with updates to the Parks and Recreation Multi-Use Facility, Darren Drive culvert replacement, Cross Creek culvert replacement, Brandon Mill Circle culvert replacement, Justice Center buildout, Kenwood Road and Morning Creek Bridge, and the Crosstown Generator Project.

Fourth of July Holiday

Mr. Rapson advised that the Administrative Complex would be going to minimum staff on Thursday July 2nd in anticipation of the July 3rd holiday.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Dennis Davenport stated that there were two items for Executive Session. One item involving threatened litigation and the review of the June 11, 2026 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Rousseau

Commissioner Rousseau commended Chief Miller, Anita Godbee, and the McIntosh Community Service Board for assisting a resident who had been using a park for shelter and for helping connect the person with resources without requiring a law-enforcement response. He noted that Fayette County had pockets of poverty and residents living in cars, and he emphasized the importance of connecting people to assistance before situations led to courts or jails. He also asked staff to follow up on Mr. Brantley's driveway concern and requested an update on recycling after receiving additional resident inquiries.

Commissioner Oddo

Commissioner Oddo reflected on the upcoming 250th anniversary of the nation and stated that it was a privilege to serve as a commissioner during that milestone. He said the country was imperfect and had made mistakes, but he emphasized the nation's progress, sacrifices, liberty, and role in the world. He encouraged residents to proudly wave the American flag for the Fourth of July and to feel good about being Americans. He also congratulated Sergio on his retirement and noted that July 4 marked his 24th wedding anniversary with his wife.

Chairman Hearn

Chairman Hearn also thanked staff for their work on the budget and said it was a privilege to live in the country, live in Fayette County, and serve on the Board.

EXECUTIVE SESSION:

One item involving threatened litigation and the review of the June 11, 2026 Executive Session Minutes.

Commissioner Oddo moved to go into Executive Session. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

The Board recessed into Executive Session at 6:14 p.m. and returned to Official Session at 6:24 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

Approval of the June 26, 2026 Executive Session Minutes: Commissioner Oddo moved to approve June 26, 2026 Executive Session Minutes. Commissioner Rousseau seconded the motion. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

ADJOURNMENT:

Commissioner Oddo moved to adjourn the June 25, 2026, Board of Commissioners meeting. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Maxwell were absent.

The June 25, 2026 Board of Commissioners meeting adjourned at 6:24 p.m.

Marlena Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 9th day of July 2026. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Contract 26054-P; Change Order 2 for construction of the Phase II Animal Shelter Project by MEJA Construction Inc. for \$1,534,031.00 for a contract total of \$3,372,266.00.

Background/History/Details:

The Fayette County Animal Shelter Phase II project has completed the design phase of the project and is approaching the construction phase. MEJA were appointed as Construction Manager at Risk (CMAR) at the January 22nd 2026 Board of Commissioners meeting. The initial contract amount of \$292,500 for MEJA (for GC's & GR plus the Construction Manager fee) was increased by Change Order 1 in the sum of \$1,545,735 at the May 28th 2026 meeting. Change Order 2 will increase the contract amount by \$1,534,031.00 to get to the Guaranteed Maximum Price of \$3,372,266.00.

Since being awarded Change Order 1, MEJA have placed orders for the long lead items and have submitted the plans for permitting. The proposed schedule is to start in July 2026 with all construction being completed by February 2026.

What action are you seeking from the Board of Commissioners?

Award of Change Order 2 to contract #26054-P for the construction of the Phase II Animal Shelter Project by MEJA Construction, Inc for \$1,534,031.00 for a contract total of \$3,372,266.00.

If this item requires funding, please describe:

Project Funding is available under R23AF in the sum of \$1,601,344.66

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Colette Cobb *CC*

Date: July 9, 2026

**Subject: Contract 26054-P: Fayette County Animal Shelter Phase II – CMAR
 Change Order #2: Guaranteed Maximum Price – Stage 2**

On January 22, 2026, the Board of Commissioners awarded construction of the Fayette County Animal Shelter Phase II - CMAR to MEJA Construction, Inc. This project consists of a 3,218 square foot building with kennels, a barn/stable area, outside fenced dog runs and walking paths around the property with pavilions and gazebos.

As the Construction Manager at Risk (CMAR), MEJA provided construction advice during the pre-construction and design phase, and developed a Guaranteed Maximum Price (GMP).

The initial contract price of \$292,500.00 awarded on 1/22/2026 included MEJA's Construction Management fee, pre-construction fee, and anticipated General Conditions and General Requirements Costs. As is customary for a CMAR project, the actual construction costs are to be added by change order. Change Order 1 was awarded on 5/28/2026 which included Stage 1. To better match the timing of progress payments with SPLOST deposits, the authorization of construction expenditures are being added via two change orders.

The initial pre-construction phase of \$292,500.00 plus the total construction phase of \$3,079,766.00 will ultimately bring the contract Guaranteed Maximum Price to \$3,372,266.00 as follows:

Pre-Construction Phase	\$ 292,500.00
Construction Phase - Stage 1 (Change Order 1):	1,545,735.00
Construction Phase - Stage 2 (Change Order 2):	<u>1,534,031.00</u>
Total Construction Phase:	\$3,372,266.00

Specifics of the proposed change order are as follows:

Contract Name	26054-P: Fayette County Animal Shelter Phase II – CMAR
Change Order	#2: Guaranteed Maximum Price – Stage 2
Contractor	MEJA Construction, Inc.

Contract Amount:

Initial Contract	\$ 292,500.00
Change Order #1	1,545,735.00
Change Order #2	<u>1,534,031.00</u>
Total Thru C.O.2	\$3,372,266.00

Budget:

Fund	327	2023 SPLOST
Org Code	32730910	Animal Control SPLOST
Object	541210	Other Improvements
Project	R23AF	Walking Trails & Livestock Bldg.
Available	\$1,657,079.66	As of 7/1/2026

April 13, 2026

Mr. Tim Symonds

Morgan Mill Consulting / Fayette County Board of Commissioners

140 Stonewall Avenue W.

Fayetteville, GA 30214

Re: Fayette Animal Control Center – Phase II - Guaranteed Maximum Price Proposal

Dear Mr. Symonds,

Below please find MEJA Construction's Guaranteed Maximum Price (GMP) Proposal for the Fayette County Animal Control Center Phase II project. We are pleased to submit a GMP in the amount of **\$3,372,266.00**

This proposal includes the following exhibits:

- **Exhibit A** – GMP Pricing Breakdown
- **Exhibit B** – Assumptions & Clarifications
- **Exhibit C** – Alternates/VE Savings
- **Exhibit D** – Allowances
- **Exhibit E** – Unit Prices
- **Exhibit F** – Specifications & Drawing Log
- **Exhibit G** – Project Schedule

MEJA Construction proposes to achieve Substantial Completion for this portion of the project 173 days from start on site.

Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,


A handwritten signature in blue ink, appearing to read 'S. Gable', with a horizontal line extending to the right.

Sean Gable – VP MEJA Construction

Fayette County Animal Shelter – Phase II
 GMP PRICING BREAKDOWN
 April 13, 2026

EXHIBIT A

GMP Pricing Breakdown

GMP Summary			
Project Name: Fayette Animal Control			
Owner: Fayette County BOC			
Architect: Pond			
Bid Type: CMAR			
Bid Date: 3.10.2026			
			
Work Category	Description	Total	Division Totals
Division 02 Existing Conditions			
02A	Selective Demolition	\$ 38,500.00	\$ 38,500.00
Division 03 Concrete			
03A	Concrete	\$ 224,818.00	\$ 224,818.00
Division 04 Masonry			
04A	Masonry	\$ 473,880.50	\$ 473,880.50
Division 05 Metals			
05A	Structural Steel Material	\$ 262,475.00	\$ 262,475.00
Division 06 Woods & Plastics			
06A	Rough Carpentry/Sheathing	\$ 33,000.00	\$ 33,000.00
Division 07 Thermal & Moisture Protection			
07A	Thermal Insulation	\$ 21,215.00	
07B	Weather Barriers, Fluid Applied Air Barrier, Joint Sealants	\$ 24,408.00	
07C	Standing Seam Metal Roof and Formed Metal Wall Panels	\$ 162,265.00	
Division 08 Openings			
08A	Doors & Hardware	\$ 79,114.00	
08B	Fiberglass Windows, Glazing	\$ 43,700.00	
08C	Fixed Louvers	\$ 6,233.00	
Division 09 Finishes			
09A	Metal Framing, Gypsum Board	\$ 24,500.00	
09B	Resinous Flooring	\$ 60,800.00	
09C	Painting	\$ 27,000.00	
Division 10 Specialties			
10A	Fire Extinguishers	\$ 879.00	\$ 879.00
Division 22 Plumbing			
22A	Plumbing	\$ 229,995.00	\$ 229,995.00
Division 23 HVAC			
23A	HVAC	\$ 198,000.00	\$ 198,000.00
Division 26 Electrical & Low Voltage			
26A	Electrical	\$ 155,570.00	\$ 155,570.00
Division 31 Sitework			
31A	Grading & Erosion Control	\$ 273,587.00	
31B	Termite Control	\$ 525.00	
Division 32 Exterior Improvements			
32A	Asphalt Paving & Pavement Markings	\$ 12,425.00	
32B	Landscaping	\$ 161,893.00	
32C	Fencing	\$ 247,243.00	
COST OF WORK SUB-TOTAL		\$ 2,762,026	\$ 2,762,026
	Contingency Allowance @ 10%	\$ 276,203	\$ 276,203
	Building Repair Allowance	\$ 25,000.00	\$ 25,000.00
	Low Voltage Allowance	\$ 25,000.00	\$ 25,000.00
SUB-TOTAL		\$ 3,088,228	\$ 3,088,228
	Pre-Construction	\$ 10,000	\$ 10,000
	General Conditions	\$ 160,000	\$ 160,000
	CM Fee (3.5%)	\$ 114,038	\$ 114,038
TOTAL		\$ 3,372,266	\$ 3,372,266

Page 1



EXHIBIT B

This GMP is based on the current level of design and assumes complete and coordinated documents. Any scope not clearly indicated, detailed, or reasonably inferable from the Contract Documents is excluded and may require adjustment to the GMP.

GENERAL REQUIREMENTS

1.01 This GMP Estimate is based upon:

- a. Building permit cost is excluded.
- b. Impact fees and utility tap fees are excluded.
- c. Material testing and special inspection are included.
- d. Third-party commissioning is excluded.
- e. Asbestos abatement is not included.
- f. Scope is based on current design documents and does not include items not clearly indicated, detailed or quantified.

02- EXISTING CONDITIONS

02.01 Inclusions:

- a. Selective demolition limited to areas and components shown on the Contract Documents.
- b. Standard demolition methods during normal working hours.
- c. Local utility disconnections serving demolition areas.
- d. Pricing assumes no hazardous materials or regulated substances encountered.
- e. Required demolition permits and make-safe conditions.
- f. Clearing and grubbing as shown on the Contract Documents.
- g. Topsoil removal as shown on the Contract Documents.

02.02 Exclusions

- a. Demolition beyond limits shown and Contract Documents.
- b. Hazardous materials testing or abatement.
- c. Concealed or unforeseen conditions.
- d. Utility relocations beyond local disconnections.
- e. Shoring, specialty demolition, or after-hours work.
- f. Patching, restoration, or finish work beyond make-safe.



EXHIBIT B

03 - CONCRETE

03.01 Inclusions:

- a. Concrete scope of work limited to areas and components shown on the Contract Documents.
- b. Standard concrete methods during normal working hours.
- c. Footing, SOG, and SOD as shown on the Contract Documents.
- d. Site concrete as shown on the Contract Documents.
- e. Concrete reinforcements as shown on the Contract Documents.
- f. Make-safe conditions upon completion.

03.02 Exclusions

- a. Concrete beyond limits shown and Contract Documents.
- b. Concealed or unforeseen conditions.

04 - MASONRY

04.01 Inclusions:

- a. Masonry scope of work limited to areas and components shown on the Contract Documents.
- b. Standard masonry methods during normal working hours.
- c. Pricing is based on Standard CMU with epoxy paint in lieu of Glazed CMU.
- d. Masonry accessories, mortar, and grout as shown on the Contract Documents.
- e. All equipment necessary to complete scope of work.
- f. Make-safe conditions upon completion.

04.02 Exclusions

- a. Masonry beyond limits shown and Contract Documents.
- b. Glazed CMU

05 - STEEL

05.01 Inclusions:

- a. Steel scope of work limited to areas and components shown on the Contract Documents.
- b. Standard steel methods during normal working hours.
- c. Structural Steel, Misc. Metals, Decking, and Dumpster Gates as shown on the Contract Documents.
- d. All equipment necessary to complete scope of work.
- e. Make-safe conditions upon completion.



EXHIBIT B

05.02 Exclusions

- a. Steel beyond limits shown and Contract Documents.

06 – Wood, Plastics, and Composites

06.01 Inclusions:

- a. Rough Carpentry scope of work limited to areas and components shown on the Contract Documents.
- b. Wood Boardwalks scope of work limited to areas and components shown on the Contract Documents.
- c. Standard methods during normal working hours.
- d. All equipment necessary to complete scope of work.
- e. Make-safe conditions upon completion.

06.02 Exclusions

- a. Rough Carpentry and Wood Boardwalks beyond limits shown and Contract Documents.

07 – Thermal and Moisture Protection

07.01 Inclusions:

- a. Insulation scope of work limited to areas and components shown on the Contract Documents.
- b. Air Barrier, Weather Barrier, and Joint Sealants scope of work limited to areas and components shown on the Contract Documents.
- c. Roofing scope of work limited to areas and components shown on the Contract Documents.
- d. Standard methods during normal working hours.
- e. All equipment necessary to complete scope of work.
- f. Make-safe conditions upon completion.

07.02 Exclusions

- a. Thermal and Moisture Protection beyond limits shown and Contract Documents.

08 – Openings

08.01 Inclusions:

- a. Doors and Hardware scope of work limited to areas and components shown on the Contract Documents.



EXHIBIT B

- b. Windows scope of work limited to areas and components shown on the Contract Documents.
- c. Louvers scope of work limited to areas and components shown on the Contract Documents.
- d. Standard methods during normal working hours.
- e. All equipment necessary to complete scope of work.
- f. Make-safe conditions upon completion.

08.02 Exclusions

- a. Openings beyond limits shown and Contract Documents.

09 – FINISHES**09.01 Inclusions:**

- a. Non-Structural Metal Framing scope of work limited to areas and components shown on the Contract Documents.
- b. Resinous Flooring scope of work limited to areas and components shown on the Contract Documents.
- c. Painting scope of work limited to areas and components shown on the Contract Documents.
- d. Ceiling to remain exposed and trusses to be painted.
- e. All equipment necessary to complete scope of work.
- f. Normal working hours installation.
- g. Make-safe conditions upon completion.

09.02 Exclusions

- a. Finishes beyond limits and Contract Documents.
- b. Concrete floor to remain in horse barn.
- c. No acoustical ceiling systems.
- d. No acoustic treatments.

10 – Specialties**10.01 Inclusions:**

- a. Fire Extinguisher scope of work limited to areas and components shown on the Contract Documents.
- b. All equipment necessary to complete scope of work.
- c. Normal working hours installation.



EXHIBIT B

- d. Make-safe conditions upon completion.

10.02 Exclusions

- a. Fire Extinguishers beyond limits and Contract Documents.

22 – Plumbing**22.01 Inclusions:**

- a. Plumbing scope of work limited to areas and components shown on the Contract Documents.
- b. Wall Hydrant and HB scope of work limited to areas and components shown on the Contract Documents.
- c. Trench Drains scope of work limited to areas and components shown on the Contract Documents.
- d. Synthetic drain piping and stainless steel drain tops.
- e. All equipment necessary to complete scope of work.
- f. Normal working hours installation.
- g. Make-safe conditions upon completion.

22.02 Exclusions

- a. Plumbing beyond limits and Contract Documents.
- b. No gas installation as it is not shown on Contract Documents.

23 – HVAC**23.01 Inclusions:**

- a. HVAC as shown on the Contract Documents.
- b. Ductwork, Ductless Split Heat Pump, EF Fans, SF Fans, CF Fans, Bipolar Ion Units, Electric Heater, Dehumidifier, and Outdoor-Rated Fans.
- c. VE: Open air plenum box located at EF-1. Eliminate supply ductwork branches and slot diffusers for SF-1 and provide paint grip K-flex ductwork for the main trunk line utilizing high flow side wall diffusers directly from the ductwork.
- d. Start-up, testing, and basic commissioning of new equipment and controls.
- e. All equipment necessary to complete scope of work.
- f. Final design to be validated and accepted by the Engineer of Record.
- g. Make-safe conditions upon completion.



EXHIBIT B

23.02 Exclusions

- a. HVAC beyond limits and Contract Documents.
- b. No gas-dependent equipment.

26 – ELECTRICAL

26.01 Inclusions

- a. Electrical and as shown on the Contract Documents.
- b. Underground electrical feeder, gear and branch circuits and lighting.
- c. Power to all MEP equipment as shown on the Contract Documents.
- d. All equipment necessary to complete scope of work.
- e. Normal working hours installation.
- f. Make-safe conditions upon completion.
- g. Allowance for Low Voltage Systems (Fire Alarm, Security, Data) has been carried in the GMP.

26.02 Exclusions

- a. Electrical beyond the limits and Contract Documents.

31 – Earthwork and Utilities

31.01 Inclusions

- a. Earthwork and Utilities as shown on the Contract Documents.
- b. Staking and layout as required per the Contract Documents.
- c. Erosion Control as shown on the Contract Documents.
- d. All grading, sewer, water, storm, clearing and grubbing as shown on the Contract Documents.
- e. NPDES monitoring as required per the Contract Documents.
- f. All equipment necessary to complete scope of work.
- g. Normal working hours installation.
- h. Make-safe conditions upon completion.
- i. Assumes existing utility locations and capacities are accurate and adequate.

31.02 Exclusions

- a. Earthwork and utilities beyond limits and Contract Documents.



EXHIBIT B

32 – Exterior Improvements

32.01 Inclusions

- a. Asphalt Paving and striping as shown on the Contract Documents.
- b. Termite Control as required per the Contract Documents.
- c. Landscaping as shown on the Contract Documents.
- d. All mulch paths, landscaping, retaining walls, gazebo, and pavilion as shown on the Contract Documents.
- e. All equipment necessary to complete scope of work.
- f. Normal working hours installation.
- g. Make-safe conditions upon completion.

32.02 Exclusions

- a. Exterior Improvements beyond limits and Contract Documents.



EXHIBIT C

Alternates/VE Savings

No.	Item	Value Engineering \$
1	Removal of Gazebo and Pavilion Structures	(\$110,000.00)
	Total	(\$110,000.00)



EXHIBIT D

Allowances

No.	Item	Allowance \$
1	Contingency	276,203.00
2	Building Repairs	25,000.00
3	Low Voltage	25,000.00
	Total	\$336,315.00



EXHIBIT E

Unit Prices

No.	Item	U.M.	U.P.
1	Unsuitable Soils – Dispose Off Site	CY	\$40.00
2	Import/Export Structural Fill	CY	\$38.50
3	Mass Rock – Dispose Off Site	CY	\$135.00





MEJA Construction

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
01 - General Requirements					
012500	Substitution Procedures	0	02/11/26	02/11/26	90% Set
012600	Contract Modification Procedures	0	02/11/26	02/11/26	90% Set
012900	PAYMENT PROCEDURES	0	02/11/26	02/11/26	90% Set
013100	Project Management and Coordination	0	02/11/26	02/11/26	90% Set
013200	Construction Progress Documentation	0	02/11/26	02/11/26	90% Set
013300	Submittal Procedures	0	02/11/26	02/11/26	90% Set
014000	Quality Requirements	0	02/11/26	02/11/26	90% Set
014200	References	0	02/11/26	02/11/26	90% Set
015000	Temporary Facilities and Controls	0	02/11/26	02/11/26	90% Set
016000	Product Requirements	0	02/11/26	02/11/26	90% Set
017419	Construction Waste Management and Disposal	0	02/11/26	02/11/26	90% Set
017700	Closeout Procedures	0	02/11/26	02/11/26	90% Set
017823	Operation and Maintenance Data	0	02/11/26	02/11/26	90% Set
017839	Project Record Documents	0	02/11/26	02/11/26	90% Set
017900	Demonstration and Training	0	02/11/26	02/11/26	90% Set
02 - Existing Conditions					
024119	Selective Demolition	0	02/11/26	02/11/26	90% Set
03 - Concrete					
035300	Concrete Topping	0	02/11/26	02/11/26	90% Set
04 - Masonry					
042000	Unit Masonry	0	02/11/26	02/11/26	90% Set
05 - Metals					
055000	Metal Fabrications	0	02/11/26	02/11/26	90% Set
06 - Wood, Plastics, and Composites					
061000	Rough Carpentry	0	02/11/26	02/11/26	90% Set
07 - Thermal and Moisture Protection					
071113	Bituminous Dampproofing	0	02/11/26	02/11/26	90% Set
072100	Thermal Insulation	0	02/11/26	02/11/26	90% Set
072726	Fluid-Applied Membrane Air Barriers	0	02/11/26	02/11/26	90% Set
074113	Metal Roof Panels	0	02/11/26	02/11/26	90% Set
074213	Metal Wall Panels	0	02/11/26	02/11/26	90% Set
079200	Joint Sealants	0	02/11/26	02/11/26	90% Set



MEJA Construction

Number	Description	Revision	Issued Date	Received Date	Set
08 - Openings					
081113	Hollow Metal Doors and Frames	0	02/11/26	02/11/26	90% Set
083113	Access Doors and Frames	0	02/11/26	02/11/26	90% Set
085413	Fiberglass Windows	0	02/11/26	02/11/26	90% Set
087100	Door Hardware	0	02/11/26	02/11/26	90% Set
088000	Glazing	0	02/11/26	02/11/26	90% Set
089119	Fixed Louvers	0	02/11/26	02/11/26	90% Set
09 - Finishes					
092216	Non-Structural Metal Framing	0	02/11/26	02/11/26	90% Set
092900	Gypsum Board	0	02/11/26	02/11/26	90% Set
096723	Resinous Flooring	0	02/11/26	02/11/26	90% Set
099113	Exterior Painting	0	02/11/26	02/11/26	90% Set
099123	Interior Painting	0	02/11/26	02/11/26	90% Set
10 - Specialties					
104416	Fire Extinguishers	0	02/11/26	02/11/26	90% Set
22 - Plumbing					
221313	Facility Sanitary Sewers	0	02/11/26	02/11/26	90% Set
221329	Sanitary Sewerage Pumps	0	02/11/26	02/11/26	90% Set
31 - Earthwork					
311000	Site Clearing	0	02/11/26	02/11/26	90% Set
312000	Earth Moving	0	02/11/26	02/11/26	90% Set
32 - Exterior Improvements					
321216	Asphalt Paving	0	02/11/26	02/11/26	90% Set
321313	Concrete Paving	0	02/11/26	02/11/26	90% Set
321723	Pavement Markings	0	02/11/26	02/11/26	90% Set
323113	Chain Link Fences and Gates	0	02/11/26	02/11/26	90% Set
33 - Utilities					
334200	Culverts	0	02/11/26	02/11/26	90% Set



MEJA Construction

Job #: 26-001 Fayette County Animal Shelter Phase 2
 1131 Highway 74 South
 Peachtree City, Georgia 30269

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
C-001	CIVIL GENERAL	0	07/03/2025	02/11/2026	90% Set (07/03/25)
CE001	EROSION AND SEDIMENTATION CONTROL NOTES	0	07/03/2025	02/11/2026	90% Set (07/03/25)
Electrical					
E-002	ELECTRICAL LEGEND	0	07/03/2025	02/11/2026	90% Set (07/03/25)
General					
G-004	BUILDING CODE SUMMARY	0	07/03/2025	02/11/2026	90% Set (07/03/25)
Mechanical					
M-001	MECHANICAL GENERAL NOTES	0	07/03/2025	02/11/2026	90% Set (07/03/25)
M-002	MECHANICAL ABBREVIATIONS AND LEGENDS	0	07/03/2025	02/11/2026	90% Set (07/03/25)
MH-ALT1	OVERALL MECHANICAL PLAN - ALTERNATE 1	0	07/03/2025	02/11/2026	90% Set (07/03/25)
MH-ALT2	OVERALL MECHANICAL PLAN - ALTERNATE 2	0	07/03/2025	02/11/2026	90% Set (07/03/25)
Plumbing					
P-001	PLUMBING GENERAL NOTES, ABBREVIATIONS, AND LEGENDS	0	07/03/2025	02/11/2026	90% Set (07/03/25)
Structural					
S-511	STRUCTURAL DETAILS	0	07/03/2025	02/11/2026	90% Set (07/03/25)

Fayette County Animal Shelter Phase II

ID	Task Name	Duration	Start	Finish	Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
1	Fayette County Animal Shelter Phase II	356 days	Wed 11/12/25	Tue 3/23/27																	
2	Preconstruction	62 days	Wed 11/12/25	Thu 2/5/26																	
3	RFP	62 days	Wed 11/12/25	Thu 2/5/26																	
4	Advertise for CM at Risk	0 days	Wed 11/12/25	Wed 11/12/25																	
5	Mandatory Preproposal Conference	0 days	Mon 12/8/25	Mon 12/8/25																	
6	CM at Risk Proposals Due	0 days	Thu 12/18/25	Thu 12/18/25																	
7	Estimated Board Approval of C.M. at Risk Contract - Phase 2	0 days	Fri 1/30/26	Fri 1/30/26																	
8	Notice to Proceed	0 days	Thu 2/5/26	Thu 2/5/26																	
9	GMP Development	85 days	Thu 2/12/26	Wed 6/10/26																	
10	Kick-Off Meeting With DP and Owner	0 days	Thu 2/12/26	Thu 2/12/26																	
11	Constructability Review Preliminary Drawings	2 days	Fri 2/13/26	Mon 2/16/26																	
12	Preliminary Budget Development	2 days	Fri 2/13/26	Mon 2/16/26																	
13	Preliminary Budget Milestone	0 days	Mon 2/16/26	Mon 2/16/26																	
14	80% Documents from Pond	0 days	Mon 2/16/26	Mon 2/16/26																	
15	80% Value Engineering	3 days	Tue 2/17/26	Thu 2/19/26																	
16	80% Constructability Review	3 days	Tue 2/17/26	Thu 2/19/26																	
17	80% Budget Estimate	3 days	Tue 2/17/26	Thu 2/19/26																	
18	80% Budget Milestone	0 days	Thu 2/19/26	Thu 2/19/26																	
19	CM Front End Development	3 days	Fri 2/20/26	Tue 2/24/26																	
20	Final Constructability Review	2 days	Fri 2/20/26	Mon 2/23/26																	
21	Trade Bid Package Release	0 days	Mon 2/23/26	Mon 2/23/26																	
22	Subcontractor Bidding/Leveling	24 days	Tue 2/24/26	Fri 3/27/26																	
23	Prepare GMP Package	6 days	Mon 3/30/26	Mon 4/6/26																	
24	Submit GMP to get on Board's Agenda	0 days	Mon 4/6/26	Mon 4/6/26																	
25	GMP Board Approval	28 days	Tue 4/7/26	Thu 5/14/26																	
26	Owner Issue NTP	3 days	Fri 5/15/26	Tue 5/19/26																	
27	Obtain LDP Permit	5 days	Wed 5/20/26	Mon 5/25/26																	
28	100% CDs from Architect, submit to PTC	0 days	Thu 5/14/26	Thu 5/14/26																	
29	PTC plan review for Building Permit	20 days	Fri 5/15/26	Wed 6/10/26																	
30	Obtain Building Permit	0 days	Wed 6/10/26	Wed 6/10/26																	
31	Procurement	96 days	Wed 5/20/26	Tue 9/29/26																	
32	Prepare & Issue Contracts	30 days	Wed 5/20/26	Mon 6/29/26																	
33	Long Lead / Critical Items	10 days	Wed 5/20/26	Mon 6/1/26																	
34	Remaining Trades & Vendors	20 days	Tue 6/2/26	Mon 6/29/26																	
35	Site Utilities	40 days	Tue 6/2/26	Mon 7/27/26																	
36	Prepare Submittals	10 days	Tue 6/2/26	Mon 6/15/26																	
37	Review & Approve	10 days	Tue 6/16/26	Mon 6/29/26																	
38	Fabricate & Delivery	20 days	Tue 6/30/26	Mon 7/27/26																	
39	Rebar	30 days	Wed 5/20/26	Mon 6/29/26																	
40	Prepare Submittals	10 days	Wed 5/20/26	Mon 6/1/26																	
41	Review & Approve	10 days	Tue 6/2/26	Mon 6/15/26																	
42	Fabricate & Delivery	10 days	Tue 6/16/26	Mon 6/29/26																	
43	Structal Steel	76 days	Wed 5/20/26	Tue 9/1/26																	
44	Prepare Submittals	15 days	Wed 5/20/26	Mon 6/8/26																	
45	Review & Approve	10 days	Wed 6/10/26	Tue 6/23/26																	
46	Fabricate & Delivery	50 days	Wed 6/24/26	Tue 9/1/26																	
47	HVAC	86 days	Tue 6/2/26	Tue 9/29/26																	
48	Prepare Submittals	16 days	Tue 6/2/26	Tue 6/23/26																	
49	Review and Approve	10 days	Wed 6/24/26	Tue 7/7/26																	
50	Fabricate & Delivery	60 days	Wed 7/8/26	Tue 9/29/26																	
51	Electrical	85 days	Tue 6/2/26	Mon 9/28/26																	
52	Prepare Submittals	15 days	Tue 6/2/26	Mon 6/22/26																	

Project: Fayette Animal Shelter
Date: Tue 4/28/26

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	

Fayette County Animal Shelter Phase II

ID	Task Name	Duration	Start	Finish	Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
53	Review & Approve	10 days	Tue 6/23/26	Mon 7/6/26																		
54	Fabricate & Delivery	60 days	Tue 7/7/26	Mon 9/28/26																		
55	Remaining Submittals	60 days	Tue 6/2/26	Mon 8/24/26																		
56	Submit & Approve	60 days	Tue 6/2/26	Mon 8/24/26																		
57	Construction	173 days	Fri 7/24/26	Tue 3/23/27																		
58	Site Work	167 days	Fri 7/24/26	Mon 3/15/27																		
59	Mobilization / Mark Utilities	1 day	Fri 7/24/26	Fri 7/24/26																		
60	Erosion Control / Temporary Fencing	4 days	Mon 7/27/26	Thu 7/30/26																		
61	NPDES Inspection (7-Day Letter)	0 days	Thu 7/30/26	Thu 7/30/26																		
62	Demolition & Clearing	5 days	Fri 7/31/26	Thu 8/6/26																		
63	Grading	5 days	Fri 8/7/26	Thu 8/13/26																		
64	Building Pad Ready	0 days	Thu 8/13/26	Thu 8/13/26																		
65	Storm Drainage	10 days	Fri 8/14/26	Thu 8/27/26																		
66	Site Utilities - Water & Sanitary Sewer	15 days	Fri 8/28/26	Thu 9/17/26																		
67	Sidewalks / Concrete Paving	10 days	Tue 1/19/27	Mon 2/1/27																		
68	Asphalt Patching	5 days	Tue 2/2/27	Mon 2/8/27																		
69	Fencing	10 days	Tue 2/9/27	Mon 2/22/27																		
70	Landscaping	15 days	Tue 2/23/27	Mon 3/15/27																		
71	Structure / Skin	107 days	Fri 8/14/26	Mon 1/11/27																		
72	Stake Building	2 days	Fri 8/14/26	Mon 8/17/26																		
73	Footings	10 days	Tue 8/18/26	Mon 8/31/26																		
74	Underground Electrical & Plumbing	10 days	Tue 9/1/26	Mon 9/14/26																		
75	Inspection: Electrical & Plumbing	0 days	Mon 9/14/26	Mon 9/14/26																		
76	Foundation Block	5 days	Tue 9/15/26	Mon 9/21/26																		
77	Termite Treatment	1 day	Tue 9/22/26	Tue 9/22/26																		
78	Slab on Grade Prep & Pour	5 days	Wed 9/23/26	Tue 9/29/26																		
79	Masonry Walls + Inbeds	29 days	Wed 9/30/26	Mon 11/9/26																		
80	Door Frames	10 days	Wed 9/30/26	Tue 10/13/26																		
81	MEP Wall Rough	20 days	Wed 9/30/26	Tue 10/27/26																		
82	Receive Structural Steel Trusses	0 days	Tue 9/1/26	Tue 9/1/26																		
83	Structural Steel Trusses Install	15 days	Tue 11/10/26	Mon 11/30/26																		
84	Roofing	10 days	Tue 12/1/26	Mon 12/14/26																		
85	Metal Wall Panels	15 days	Tue 12/15/26	Mon 1/4/27																		
86	Glazing	5 days	Tue 1/5/27	Mon 1/11/27																		
87	Dried-In	0 days	Mon 1/11/27	Mon 1/11/27																		
88	Interiors	71 days	Tue 12/15/26	Tue 3/23/27																		
89	Overhead MEP & LV	20 days	Tue 12/15/26	Mon 1/11/27																		
90	Set HVAC Units	5 days	Tue 12/15/26	Mon 12/21/26																		
91	Set Electrical Panels / Permanent Power	10 days	Tue 12/15/26	Mon 12/28/26																		
92	Blockfill	5 days	Tue 1/12/27	Mon 1/18/27																		
93	Painting	8 days	Tue 1/19/27	Thu 1/28/27																		
94	HVAC Start Up	5 days	Fri 1/29/27	Thu 2/4/27																		
95	Flooring	10 days	Fri 2/5/27	Thu 2/18/27																		
96	Doors & Hardware	5 days	Fri 2/19/27	Thu 2/25/27																		
97	Kennel Fencing	10 days	Fri 2/19/27	Thu 3/4/27																		
98	Horse Enclosures	10 days	Fri 2/19/27	Thu 3/4/27																		
99	Paint Touch Up	5 days	Fri 3/5/27	Thu 3/11/27																		
100	Final Cleaning	5 days	Fri 3/12/27	Thu 3/18/27																		
101	Final Inspections	0 days	Thu 3/18/27	Thu 3/18/27																		
102	Punch List	8 days	Fri 3/12/27	Tue 3/23/27																		
103	Substantial Completion / Owner Move In	0 days	Tue 3/23/27	Tue 3/23/27																		

Project: Fayette Animal Shelter
Date: Tue 4/28/26

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	



CERTIFICATE OF LIABILITY INSURANCE

Page 70 of 124 DATE (MM/DD/YYYY)
7/1/2026

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 Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321	FAX (A/C, No): 404-633-1312	
	E-MAIL ADDRESS: certs@yatesins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED MEJA Construction Inc. 107 Guthrie Way Peachtree City GA 30269	INSURER A : Old Republic Insurance Company		24147
	INSURER B : Columbia Casualty Company		31127
	INSURER C : Selective Insurance Co of South Carolina		19259
	INSURER D : Continental Insurance Company		35289
	INSURER E :		
	INSURER F :		

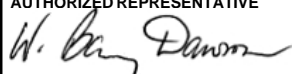
COVERAGES **CERTIFICATE NUMBER:** 658189433 **REVISION NUMBER:**

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
C	<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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S2023083	4/6/2026	4/6/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2023083	4/6/2026	4/6/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2023083 FFX7091926953	4/6/2026 4/6/2026	4/6/2027 4/6/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Occ/Agg \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC300941 26	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Pollution/Professional Liability Leased/Rented Equipment Spec (incl theft)			C 2088286240 S2023083	4/6/2026 4/6/2026	4/6/2027 4/6/2027	\$1,000,000 per Claim \$1,000 Ded ACV \$2,000,000 Agg \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Lessors of Leased Equipment, Automobile Liability and Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability and Automobile Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers' Compensation, and Umbrella Liability. Per Project Aggregate applies to the General Liability.

FORMS:
CG7300 (04/25) ElitePac General Liability Extension Endorsement
See Attached...

CERTIFICATE HOLDER Fayette County Government 140 Stonewall Avenue West, Suite 204 Fayetteville GA 30214	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 
---	--

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Yates, LLC		NAMED INSURED MEJA Construction Inc. 107 Guthrie Way Peachtree City GA 30269	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CG7921 (01/19) Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement With You
 CG2503 (05/09) Designated Construction Project General Aggregate Limit
 CA7809 (04/24) ElitePac Commercial Automobile Extension Endorsement
 CX-0003 (01/99) Schedule of Underlying Insurance and Limits Extension
 CXL4 (04/03) Commercial Umbrella Liability Coverage
 CXL456 (06/22) Waiver of Transfer of Rights of Recovery Against Others to Us – Blanket Basis
 CXL515 (01/23) Amend who is an insured- Additional Insured
 WC000313 (04/84) Waiver of Our Right to Recover From Others Endorsement
 CM7198 (12-22) Inland Marine Plus Pac

Project: Fayette County Animal Shelter

Builders Risk Policy # IMP F539457-00
 Effective 6/30/26 to 3/31/27
 Limit - \$1,838,235

OCP Policy # S2743732
 Effective 6/30/26 – 6/30/27
 Limit - \$1M Occ/\$2M Agg

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00GA 04 25

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"> • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits 	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not Applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not Applicable in New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 4
Personal And Advertising Injury — Discrimination Amendment (Not Applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00GA 04 25
Page 1 of 9

INSURED'S COPY

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00GA 04 25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

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

B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9. "Insured contract"** under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

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

Electronic Data Liability

A. Exclusion **p. Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”

However, this exclusion does not apply to liability for damages because of:

- (1) “Bodily Injury”; or
- (2) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that results from physical injury to tangible property.

The exception in the paragraph above does not apply to claims for damages because of “bodily injury”, “property damage”, notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a “cyber incident”.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to the Each Occurrence Limit in Paragraph 5. the most we will pay under **COVERAGE A** for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**Any Insured Amendment**

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) “Not-for-profit members”;
- (2) “Golfing facility” members who are not paid a fee, salary, or other compensation; or
- (3) “Volunteer workers”.

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the “products-completed operations hazard”.

This exclusion does not apply to “your products” sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your “not-for-profit members”.

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to “bodily injury” to a “temporary worker” caused by a co-“employee” who is not a “temporary worker”.
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to “property damage” to the property of a “temporary worker” or “volunteer worker” caused by a co-employee” who is not a “temporary worker” or “volunteer worker”.
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to “bodily injury” caused by cardio-pulmonary resuscitation or first aid services administered by a co-“employee”.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer’s Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.
- b. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to “your work” only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

(All other provisions of this section remain unchanged).

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

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

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, 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 architectural, engineering or surveying services by or for you, 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; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

 - i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
 - ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- B.** The insurance coverage afforded to the additional insureds in this coverage extension:
1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the “bodily injury” or “property damage” or “personal and advertising injury”;
 2. Only applies to the extent permitted by law; and
 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business. However, the insurance afforded the vendor does not apply to:

- a. “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the “bodily injury” or “property damage”.

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to “bodily injury” caused by cardio-pulmonary resuscitation or first aid services administered by a co-“employee”.

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

The requirements under this paragraph do not apply until after the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An “executive officer” or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

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

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

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

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

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

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

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

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention.

However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS**Discrimination**

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED**;

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

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

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 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 coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2023083

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - **Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - **Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, SECTION II, B.5. - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to SECTION II, B.6. - **Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - **Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to SECTION II, A.1. - **Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - **Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and 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 by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

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

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover “accidents” and “losses” occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the “Coverage Territory”.

We also cover “loss” to or “accidents” involving a covered “auto” while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a “loss” covered under this Coverage Form also involves a “loss” to other property resulting from the same “accident” that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

“Bodily injury” means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS**COVERAGE TERRITORY**

“Coverage Territory” means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered “auto” is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured’s responsibility to pay “damages” is determined in a “suit” on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the “insured” in a “suit” brought in a location described in Paragraph 2. above, the insured will conduct a defense of that “suit”. We will reimburse the “insured” for the reasonable and necessary expenses incurred for the defense of any such “suit” seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An “auto” that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An “auto” that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

“Light Truck” means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

“Private Passenger Auto” means a four-wheel “auto” of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a “private passenger auto”.

SOCIAL SERVICE VAN OR BUS

“Social Service Van or Bus” means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

“Telematic Device” includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

“Volunteer worker” means a person who is not your “employee” and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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COMMERCIAL UMBRELLA LIABILITY COVERAGE

COMMERCIAL UMBRELLA LIABILITY CXL 4 04 03

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning — refer to **SECTION V — DEFINITIONS**.

In return for the payment of the premium, and subject to all terms and conditions of this Coverage Part, we agree with you to provide the insurance as stated in this Coverage Part.

SECTION I — COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" or offense that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

a. The amount we will pay for the "ultimate net loss" is limited as described in **Section III — Limits of Insurance**; and

b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section I — Coverages, C. Supplementary Payments**.

2. This insurance applies to "bodily injury", or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **A.** of **Section II — Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **A.** of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **A.** of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
5. Damages because of that "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
6. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

B. Exclusions

This insurance does not apply to:

1. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including "loading or unloading" or entrustment to others of watercraft over 50 feet in length or any aircraft.

- a. Owned by any insured:
- b. Chartered without crew by or on behalf of any insured; or

- c. Owned and operated by any employee of an insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent; or
- (2) Liability assumed under any contract or agreement.

2. Contractual Liability

Any obligation or liability assumed by the insured under any contract or agreement.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

3. Damage to Impaired Property or Property not Physically Injured

"Property damage" to "impaired property" or property that has not been physically destroyed or injured, arising out of;

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

4. Damage to Property

"Property damage" to:

- a. Property
 - (1) You own including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. That particular part of real property on which you or any other contractors or subcontractors, working directly or indirectly on your behalf, are performing operations, if the "property damage" arises out of those operations; or
- d. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **c.** and **d.** of this exclusion do not apply to the extent that coverage is provided for the insured by "underlying insurance".

5. **Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

6. **Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. **Expected or Intended Injury**

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

8. **Employer's Liability**

"Bodily injury" to:

- a. An employee of the insured arising out of and in the course of employment by the insured; or

- b. The spouse, child, parent, brother or sister of that employee as a consequence of **a.** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

9. **Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(1)**, **(2)** or **(3)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

10. **E.R.I.S.A.**

Any obligation of the insured under the Employers' Retirement Income Security Act and any amendments thereto or any similar federal, state or local statute.

11. Auto Coverages

Any loss, cost or expense payable under or resulting from any first party "bodily injury" or "property damage" coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law.

12. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, unemployment compensation or disability benefits law, or under any similar law.

13. Liquor Liability

"Bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

14. Personal and Advertising Injury**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period. All "personal and advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

d. Willful Violation Of Penal Statute Or Ordinance

"Personal and advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.

e. Breach Of Contract

"Personal and advertising injury" arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

f. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

i. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **13.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

j. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

k. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

15. Pollution

Any damages arising out of the "pollution hazard". But, this exclusion does not apply with respect to "pollution hazard" coverage provided in any "Underlying Insurance", except:

- a. Any "underlying insurance" "pollution hazard" coverage provided with "sub-limits"; or

- b. Any coverage provided in "underlying insurance" claims-made coverage for the "Pollution Hazard".

This exclusion applies whether or not the "Pollutant" has any function in your business, operations, premises, site or location.

16. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- c. Supervisory, inspection or engineering services;
- d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- e. Any health or therapeutic treatment, advice or instruction;
- f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- h. Body piercing services;
- i. Professional health care services as a pharmacist;
- j. Law enforcement or firefighting services; and
- k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

17. Racing or Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership or any insured's use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition or stunting activity or contest.

18. Recall of Products, Work or Impaired Property

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

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Supplementary Payments

1. When the duty to defend exists under this coverage part, we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur;
 - b. The cost of:
 - (1) Bail bonds up to \$3,000; or

- (2) The cost of appeal bonds to release attachments, but only for bond amounts with the applicable limit of insurance.

We do not have to furnish these bonds;

- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claims or "Suit", including actual loss of earnings up to \$250 a day because of time off from work;
- d. All costs taxed against the insured in the "Suit";
- e. Prejudgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgement interest based on the period of time after the offer;
- f. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have:
 - (1) Paid, or offered to pay; or
 - (2) Deposited in court;

The part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement to which "underlying insurance" applies;
 - b. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement to which "underlying insurance" applies;
 - c. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

d. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree we can assign the same counsel to defend the insured and the indemnitee; and

e. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provide us with written authorization to:

- (a) Obtain records and other information related to the "suit", and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgements, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph e. above, are no longer met.

3. If we are prevented by law or otherwise from carrying out the provisions of Section C. Supplementary Payments, we will pay any expense incurred with our written consent.

SECTION II — WHO IS AN INSURED

A. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in (1)(a) or (b) above.
- (2) "Property damage" to property:
- (a) Owned, occupied, or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your "employees", "volunteer workers", or any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With Respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any other person or organization insured under any policy of "underlying insurance". The coverage afforded such insureds under this policy will be not broader than the "underlying insurance" except for this policy's Limits of Insurance.
5. Any additional insured under any policy of "underlying insurance" will automatically be insured under this insurance
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance", subject to **Section III — Limits of Insurance**.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by "underlying insurance".
6. Any person using an aircraft you charter with pilot or air crew, and any person legally responsible for the use of the aircraft provided its actual use is with your permission; except no coverage is afforded:
- a. The owner, pilot or air crew of the aircraft or any other person operating it; or

- b. Any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any of their "Employees".
7. Any organization you newly acquire or form other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period set forth in the Declarations, whichever is earlier; and
 - b. Coverage is applicable only in excess of the limits of "underlying insurance", and you must add the organization to your "underlying insurance" as soon as practicable, advising us of the addition. We may then adjust the premium charges.
 - c. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - d. Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- B. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
1. You are an insured.
 2. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - a. The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
 - b. Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - c. Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered auto.
 - e. A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 3. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.
- No person is an insured as respects "Bodily Injury" to a fellow "employee" unless such insurance is provided the insured by "underlying insurance".

SECTION III — LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:
1. Insureds;
 2. Claims made or "suits" brought or number of vehicles involved; or
 3. Persons or organizations making claims or bringing "suits".
- B. Subject to D. below, The Occurrence Limit is the most we will pay for the "ultimate net loss" because of "bodily injury" and "property damage" arising out of any one "occurrence".
- C. Subject to D. below, the Occurrence Limit is the most we will pay for the "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

D. The Aggregate Limit is the most we will pay for all "ultimate net loss" because of "bodily injury", "property damage" and "personal and advertising injury" regardless of the number of covered "occurrences" during each annual period of this policy, except:

1. The aggregate limit shall apply separately to and in excess of each aggregate limit of the "underlying policy".
2. The aggregate limit does not apply to "auto" liability arising out of the ownership, maintenance, use or entrustment of any "covered auto". Use includes operation, "loading or unloading".

E. The Aggregate limit as described in **D.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown on the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be part of the last preceding period.

F. If the applicable limit of insurance of the "underlying policy" is less than stated in the Declarations because the aggregate limit of insurance of the "underlying policy" has been reduced or exhausted, we will, subject to the Limits of Insurance and all other provisions of this policy:

1. Pay in excess of the reduced underlying limit of insurance; or
2. Continue in force as "underlying insurance" until this policy expires or until our aggregate limit is exhausted;

provided such reduction or exhaustion is solely the result of damages paid because of an "occurrence" during this policy period.

G. If the applicable limit of insurance of an "underlying policy" is a "sub-limit", this insurance will not apply, whether or not such "sub-limit" has been reduced by any payments under the "underlying policy".

H. If the applicable limit of insurance of the "underlying policy" is more than that stated in the Declarations this insurance becomes excess of such higher limits of insurance.

SECTION IV — CONDITIONS

A. Appeals

If the insured or the insured's "underlying insurer" elects not to appeal a judgment in excess of the underlying or "retained limit", we may elect to make such appeal at our cost and expense. We shall be liable, in addition to the applicable limit of insurance, for any taxable costs, payments and incidental interest. In no event shall our liability for "ultimate net loss" exceed the amount applicable to any one "occurrence" including all expenses of the appeal.

B. Bankruptcy

Your bankruptcy, insolvency or receivership, or, that of your estate, will not relieve us of our obligations under this Coverage Part.

In the event of bankruptcy, insolvency or receivership of any "underlying insurer", this policy will not apply as a replacement of the bankrupt or insolvent insurer. Our Limits of Insurance will only apply in excess of the minimum required limits of "Underlying Insurance" stated in this Coverage Part.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any insured, you must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

2. All payments or reimbursements we make for damages because of judgements or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgements or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

D. Expanded Coverage Territory

1. If a claim or "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the claim or "suit". We will reimburse the insured, under Supplementary Payments, for any approved expenses incurred for the defense of such "suit" or claim seeking damages to which this insurance applies, that we would have been paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such claims on the insured's behalf, we will reimburse the insured for such sums.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Loss Payable

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgement after an actual trial or written agreement between the insured, claimant and us.

G. Maintenance Of Underlying Insurance

Each policy of "underlying insurance" must remain in force for the full term of this policy except:

1. For changes agreed to by us in writing;
2. For any reduction of the aggregate limits of such "underlying insurance" because of payment of claims, settlements or judgements arising out of occurrences during the policy period.

If you do not maintain "Underlying Insurance", we will pay only those damages or injuries that would have been paid had "Underlying Insurance" been maintained.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has the duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b. The total of all deductible and self-insured amounts under all that other insurance.

I. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

J. Premiums

The First Named Insured shown in the Declarations will be:

1. Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

The premium is fully earned if the Limits of Insurance are used up prior to the end of the policy period.

K. Representations or Fraud

By accepting this policy, you agree that:

1. The statements in the application and Declarations, and any subsequent notice relating to "underlying insurance", are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

L. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured, and separately to each insured against whom claim is made or "suit" is brought.

M. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request the insured will bring "suit" or transfer those rights to us and help us enforce them. Any recovery will be applied in the following order:

1. To any person or insurer who may have paid for liability in excess of our limit of liability;
2. To us up to the amount we paid under this policy; and, then
3. To any person or insurer to the extent that the person or insurer is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

N. Underlying Insurance

The limits of "underlying insurance" shall apply, no matter what defense the "underlying insurer" may use because of the insured's failure to comply with any condition of the "underlying insurance" following an "occurrence". You must inform us promptly of any changes in "underlying insurance". We may make adjustments to our premium charges for this policy from the date of the changes to the "underlying insurance". We must also be notified within 30 days if any coverage is canceled or aggregate limit exhausted.

O. When We Do Not Renew

If we decide not to renew this Coverage, we will mail or deliver to the first Named Insured shown in the Declarations, written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness, disease or disability sustained by a person, including death from any of these at any time including mental anguish or mental injury sustained by a person who has suffered a covered "bodily injury" as defined in this paragraph.
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft;
 - While it is in or on an "auto", aircraft or watercraft;
 - While it is being moved from an "auto" aircraft or watercraft to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
- Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "autos":

 - Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "bodily injury" or "property damage". All damages arising from continuous or repeated exposure to substantially the same general conditions shall be deemed one "Occurrence".
- b. An offense that results in "personal and advertising injury". This does not include an offense committed with actual malice. All damages that arise from the same general conditions shall be deemed to arise from one "Occurrence". All damages involving the same injurious act, regardless of the frequency, repetition or the number or kind of media used, or the number of claimants shall be deemed to arise from one "occurrence".

13. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies; committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication in any manner of material that violates a person's right of privacy; or
- e. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service.
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- h. Discrimination because of race, religion, age, sex or physical disability.

This does not apply:

- (1) To offenses committed by or at the direction of the insured; or

- (2) If insurance for such offenses is prohibited by law;

committed during the policy period.

14. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**15. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants".**

"Pollution hazard" includes losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of "pollutants".

16. "Products-completed operations hazard"

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned.

- b. "Your work" will be deemed completed at the earliest of the following times:

- (1) When all the work called for in your contract has been completed;

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site;

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.

c. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of it;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- (3) Products or operations for which "underlying insurance" classifications or manual rules include products or completed operations coverage.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Retained limit" means the greater of:

- a. The total of the limits as shown in the Declarations for the coverage(s) in question, and the limits of any other insurance not shown in the declarations that is valid and collectible; or
- b. The limit shown in the Declarations as the "self-retained limit".

However, "retained limit" does not mean any "sub-limit".

19. "Self-retained limit" means the dollar amount shown in the Declarations to be paid by an insured if no "underlying insurance" or any other insurance applies to an "occurrence" covered under this policy. The "self-retained limit" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits. These provisions do not apply to any "sub-limit" which has been reduced or exhausted.

20. "Sub-limit" means a limit of insurance of the "underlying policy" which:

- a. As originally granted at the effective date of the "underlying policy", or
- b. At its original addition by endorsement to that "underlying policy" is an amount less than that stated in the Declarations of this policy.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total of the following sums for each "occurrence" to which this policy applies:

- a. All sums for which the insured becomes legally obligated to pay as damages, either by reason of adjudication or settlement or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.. This includes deduction for recoveries and salvages paid or to be paid.

b. All expenses, other than defense settlement expenses provided in **Section I — Coverages, C. Supplementary Payments** incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any "suit" seeking damages under this policy. However, the salaries of the insured's regular employees are excluded.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the section titled Schedule of Underlying Insurance and Limits.

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".

26. "Underlying policy" means a policy providing "Underlying insurance" or any other applicable insurance.

27. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representation made at any time with respect to the fitness, quality, durability, performance, or use of your work; and

(2) The providing of or failure to provide warnings or instructions.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS (WAIVER OF SUBROGATION)

COMMERCIAL UMBRELLA LIABILITY
CXL 456 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The following is added to Paragraph M. Transfer Of Rights Of Recovery Against Others To Us under SECTION IV — CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial Umbrella Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Either:
 - a. Waive any right of recovery against that person or organization; or
 - b. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract";
2. And:
 - a. Include such person or organization as an additional insured on your Commercial Umbrella Liability Coverage Part; and
 - b. The "underlying insurance" contains a substantially similar waiver of recovery rights.

Such waiver by us applies only to the person or organization identified above and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

B. The following Definition is added to SECTION V — DEFINITIONS:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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AMENDMENT TO WHO IS AN INSURED — ADDITIONAL INSUREDS

COMMERCIAL UMBRELLA LIABILITY
CXL 515 01 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SECTION II — WHO IS AN INSURED is amended as follows:

- A. Paragraph **A.5.** is deleted in its entirety.
- B. The following is added:
- C. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to **SECTION III — LIMITS OF INSURANCE**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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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 WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

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: 1/1/2026

Policy No. MWC300941 26

Endorsement No.

Insured: MEJA Construction, Inc.

Insurance Company:

Countersigned by: _____

INLAND MARINE PLUS PAC

COMMERCIAL INLAND MARINE
CM 71 98 12 22

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. — DEFINITIONS**.

If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, the following limitations will apply:

1. Your recovery under all such insurance will not exceed the actual amount of loss or damage sustained; and
2. When other applicable insurance is issued to you by us or any of our affiliates, the insurance provided by this Coverage Form will follow the terms, conditions, limitations and exclusions of the other applicable insurance and, if the other applicable insurance is:
 - a. Commercial Inland Marine insurance, the insurance provided by this Coverage Form is excess over such insurance except as to premium, limits and notice;
 - b. Commercial Property insurance, the insurance provided by this Coverage Form is primary to such insurance.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. **COVERED PROPERTY**, as used in this Coverage Form, includes:
 - a. Contractor's Equipment which includes your mobile machinery and equipment normally used in your contracting, servicing, installation, erection, fabrication, repair or moving operations or projects and similar mobile machinery and equipment of others in your care, custody or control while:
 - 1) At a premises owned, leased or operated by the insured;
 - 2) At the “job site”;
 - 3) At any “temporary storage location”; or
 - 4) In transit.

Contractor's equipment does not include property covered under miscellaneous property.

- b. Electronic information systems which includes “electronic information systems equipment” and “data” while:
 - 1) At premises you own;
 - 2) At any unnamed premises; and
 - 3) In transit.
- c. Installation Property which includes all materials, supplies, fixtures, machinery and equipment of any nature whatsoever intended for installation including installation property owned by others for which you are responsible while:
 - 1) At the “job site”;
 - 2) At any “temporary storage location”; or
 - 3) In transit.
- d. Miscellaneous property which includes:
 - 1) Property you own including tools;
 - 2) Property of others, including tools, in your care, custody or control; and

- 3) Personal effects of employees including employee tools.

Miscellaneous property does not include contractor's equipment.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Vehicles or self-propelled machines that are licensed for use on public roads;
- b. Aircraft, unmanned aircraft or watercraft;
- c. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt except as provided under the Accounts Receivable Coverage Extension;
- d. Property while waterborne, except while in transit by carriers for hire;
- e. Contractor's equipment while underground;
- f. Electronic information systems rented, leased or sold to others;
- g. Program support documentation, flowcharts, record formats, or narrative descriptions, unless this property has been converted to "media" form;
- h. Buildings or structures at the "job site";
- i. Land (including land on which the property is located) or water;
- j. Contraband or property in the course of illegal transportation or trade.
- k. Real property;
- l. Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement.
- m. Trees, shrubs, lawns or plants except to the extent coverage is provided under the Trees, Shrubs, Lawns or Plants Coverage Extension.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. COVERAGE EXTENSIONS

Unless otherwise stated in the Coverage Form or in a specific Coverage Extension, the following Coverage Extensions:

- i. Are in addition to the Section **C. LIMITS OF INSURANCE**;
- ii. Apply on a per occurrence basis; and
- iii. Are subject to the provisions of Section **D. DEDUCTIBLE**.

a. Rewards

(This provision does not apply in New York)

You may extend the insurance provided by this Coverage Form to pay for rewards given to any person or persons, other than you, your officers, your partners or your employees, or the family members of any such individuals for information leading to a conviction in connection to loss or damage to Covered Property from a Covered Cause of Loss.

The most we will pay under this Coverage Extension is \$1,000 for all concurrent theft or vandalism loss or damage. This is the most we will pay regardless of the number of persons who provided information.

No Deductible applies to this Coverage Extension.

b. Trees, Shrubs, Lawns or Plants

You may extend the insurance provided by this Coverage Form to pay for direct physical loss or damage to trees, shrubs, lawns or plants, including removal caused by or resulting from fire, lightning, explosion, riot, civil commotion, aircraft, vandalism, theft, vehicles or sinkhole collapse.

The most we will pay under this Coverage Extension is \$2,500 but not more than \$500 for any one tree, shrub or plant.

c. Pollutant Clean Up And Removal

You may extend the insurance provided by this Coverage Form to pay your expense to extract “pollutants” from land or water if the discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused by or results from a Covered Cause of Loss to Covered Property that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension is \$7,500 for any one policy period.

d. Rental Reimbursement For Contractor’s Equipment

You may extend the insurance provided by this Coverage Form to pay for necessary expenses you incur for rental of “substitute contractor’s equipment”.

The most we will pay under this Coverage Extension is \$5,000 of your rental expenses. You will be responsible for the expenses incurred during the first 72 hours for rental of “substitute contractor’s equipment”. The coverage will end when one of the following first occurs:

- (1) The contractor’s equipment is replaced;
- (2) The contractor’s equipment is restored to service; or
- (3) The need for the “substitute contractor’s equipment” no longer exists.

You must take all reasonable steps to repair or replace the contractor’s equipment and resume your normal business operations or work in progress as quickly as possible.

e. Valuable Papers And Records

When loss or damage to your “valuable papers and records” occurs at a “job site” and is caused by or results from a Covered Cause of Loss, you may extend the insurance provided by this Coverage Form to pay up to \$5,000 to reproduce, replace, or restore any such papers and records not covered by other insurance.

f. Accounts Receivable

You may extend the insurance provided by this Coverage Form to pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable,

that result from Covered Causes of Loss to your records of accounts receivable.

The most we will pay under this Coverage Extension in any one occurrence is \$5,000.

g. Lock Replacement Cost

You may extend the insurance provided by this Coverage Form to pay for the cost to replace locks necessitated by the theft of keys from your “job site” or premises owned, leased or occupied by you.

The most we will pay under this Coverage Extension in any one occurrence is \$5,000.

This coverage is subject to a \$50 deductible.

h. Emergency Removal

You may extend the insurance provided by this Coverage Form to pay for direct physical loss or damage to Covered Property that has been moved because of the imminent danger of loss to the property while it is:

- (1) At a safe place away from your premises; or
- (2) Being taken to and returned from that place.

This Coverage Extension:

- (1) Is included within the Section **C. LIMITS OF INSURANCE**; and
- (2) Applies for up to 365 days after the Covered Property is first moved, but not beyond the expiration date of the policy.

We will also pay up to \$5,000 of the expense to move or store Covered Property to prevent loss or damage from a Covered Cause of Loss. This is in addition to the Section **C. LIMITS OF INSURANCE**.

i. Debris Removal

- (1) You may extend the insurance provided by this Coverage Form to pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) The most we will pay under this Coverage Extension is 25% of:
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
 - (b) The deductible in this Policy applicable to that loss or damage.

- (3) Payment under this Coverage Extension will not increase the Limit Of Insurance stated in the Declarations as applicable to the Covered Property, but if:

- (a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- (b) The debris removal expense exceeds the amount payable under the 25% limitation;

we will pay up to an additional \$7,500 in any one occurrence.

- (4) This Coverage Extension does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

j. Virus or Harmful Code

- (1) You may extend the insurance provided by this Coverage Form to pay the cost to replace or restore "electronic data":
 - (a) Which has been destroyed or corrupted by a virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; or
 - (b) Which has been scanned, copied or observed by an unauthorized person's access into a computer system (including "electronic data") or a network to which it is connected.
- (2) To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost to replace the "media" on which the "electronic data" was stored, with blank "media" of substantially identical type.

- (3) This Coverage Extension does not apply to:
- (a) Loss of exclusive use of any “data”;
 - (b) Reduction in the economic or market value of any “data”;
 - (c) Loss, expense or loss of Business Income caused by or resulting from manipulation of a computer system (including “electronic data”) by any employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system; or
 - (d) Theft of personal or proprietary information.
- (4) The most we will pay under this Coverage Extension is \$5,000 in any one occurrence and \$15,000 in any one policy year.

k. Expediting Expense

With respect to loss or damage to Covered Property from a Covered Cause of Loss, you may extend this insurance provided by this Coverage Form to pay for the extra cost you necessarily incur to:

- (1) Make temporary repairs; and
- (2) Expedite the permanent repairs or replacement of the damaged property.

The most we will pay under this Coverage Extension is \$5,000 per occurrence.

l. Spare Parts and Fuel

You may extend the insurance provided by this Coverage Form to pay for loss or damage to the following property caused by a Covered Cause Of Loss:

- (1) Spare parts and accessories for Covered Property; and
- (2) Fluids for Covered Property. Fluids include but are not limited to fuel, oil, grease and hydraulic fluid.

The most we will pay under this Coverage Extension is \$2,500.

B. EXCLUSIONS

1. We will not pay for a loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Dishonest or criminal acts committed by:

- (1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

Whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to Covered Property:

- (1) That is entrusted to others who are carriers for hire;
- (2) Or to acts of destruction by your employees (including temporary employees and leased workers). But theft by employees (including temporary employees and leased workers) is not covered.

b. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

c. Shortage found upon taking inventory.

d. Suspension, lapse or cancellation of any lease, license, contract, or order that applies to electronic information systems.

e. Except as provided under the Coverage Extension for Virus or Harmful Code:

(1) The introduction into your computer systems of a virus, harmful code or similar instruction enacted on a computer system (including "data" or "electronic information systems equipment") or network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; and

(2) The unauthorized intrusion into your computer system (including "data" or "electronic information systems equipment") or network to which it is connected, designed to:

(a) Damage or destroy any part of the system or disrupt its normal operation; or

(b) Observe, scan or copy "data".

3. We will not pay for a loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Hidden or latent defect, mechanical breakdown or failure (including rupture or bursting caused by centrifugal force), or any quality in the property that causes it to damage or destroy itself.

This exclusion does not apply to electronic information systems.

b. Corrosion, rust or dampness.

This exclusion does not apply to electronic information systems.

c. Electrical breakdown or failure.

This exclusion does not apply to electronic information systems and installation property.

d. Freezing or overheating.

This exclusion does not apply to electronic information systems, installation property and miscellaneous property.

- e. Wear and tear.
- f. Gradual deterioration.
- g. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property wherever located.

C. LIMITS OF INSURANCE

The most we will pay in any one occurrence for loss or damage to all Covered Property is \$60,000. You may allocate this blanket Limit of Insurance among the Covered Property items as you desire subject to the following:

1. The most we will pay in any one occurrence for loss or damage to any one item other than personal effects owned by your employees including employee tools is \$15,000;
2. The most we will pay in any one occurrence for loss or damage to any one item of personal effects owned by your employees including employee tools, is \$2,500.

D. DEDUCTIBLE

1. We will not pay for loss or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds \$500. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limits of Insurance.
2. If loss covered under this Coverage Form also involves loss covered under any other coverage form issued by us or any company affiliated with us, the most we will deduct from the claim payment is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

3. Waiver of Theft Deductible for Contractor's Equipment

- a. If there is a theft loss to contractor's equipment we will waive the deductible if:
 - (1) The contractor's equipment is equipped with an operational GPS tracking device or a similar tracking device; or
 - (2) You "properly registered" the stolen contractor's equipment with the National Equipment Register prior to the theft.
 - (3) In addition to Paragraph (1) or (2) above, you must:
 - (a) Report the theft of the contractor's equipment to the local law enforcement agency having jurisdiction as soon as you become aware of the theft; and
 - (b) Report the loss to us in accordance with the terms and conditions of this policy.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. VALUATION

- a. Valuation in the Commercial Inland Marine Conditions is replaced by the following for electronic information systems:
 - (1) "Electronic information systems equipment". The value of "electronic information systems equipment" will be its Replacement Cost (without deduction for depreciation).
 - (2) "Data". The value of "data" will be the actual cost to reproduce. If the "data" is not replaced or reproduced, we will pay the cost of the value of the "media" with no stored "data".
 - (3) "Media". The value of "media" will be based on the cost to repair or replace the "media" with material of the same kind or quality.

b. The following is added to **Valuation** in the Commercial Inland Marine Conditions:

(1) In the event of loss or damage to contractor's equipment owned by you and purchased new within a five year period prior to the loss or damage, we will determine the value of the contractor's equipment at Replacement Cost (without deduction for depreciation).

(a) We will not pay more on a Replacement Cost basis than the lesser of:

- i.** The limit of insurance for any one item other than personal property of employees;
- ii.** The cost to replace the contractor's equipment with other contractor's equipment of similar quality and capability and used for the same purpose; or
- iii.** The amount you actually spend that is necessary to repair or replace the contractor's equipment.

(b) We will pay on an Actual Cash Value basis until the lost or damaged contractor's equipment is actually repaired or replaced.

(c) If the contractor's equipment is not repaired or replaced within 180 days of the date of loss or damage, valuation will remain on an Actual Cash Value basis.

(2) In the event of loss or damage to contractor's equipment leased or rented from others, if the written lease or rental agreement requires that you insure the contractor's equipment on a Replacement Cost basis, we will determine the value of the contractor's equipment at Replacement Cost subject to Paragraphs **b.(1)(a)** through **b.(1)(c)** above.

(3) In the event of a loss or damage to installation property, we will determine the value on a Replacement Cost basis.

2. COVERAGE TERRITORY

We cover property wherever located within:

- a.** The United States of America;
- b.** Puerto Rico; and
- c.** Canada.

3. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee have an insurable interest, we will:

- a.** Adjust losses with you; and
- b.** Pay any claim jointly to you and the Loss Payee, as interests may appear.

F. DEFINITIONS

1. "Data" means:

- a.** Records, information and files stored on magnetic tapes, disk packs, drums, paper tapes and cards;
- b.** Programming records used for electronic data processing or electronically controlled equipment; and
- c.** "Media".

2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, as referred to herein, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, and which enable the computer or device to receive, process, store, retrieve or send "data".

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3. "Electronic information systems equipment" means a network of machine components that accepts information, processes it according to a plan and produces a desired result. This includes programmable electronic devices that can store, retrieve and process "data" and associated peripheral devices that provide communication including input and output functions such as printing, or auxiliary functions such as "data" transmission. It includes air conditioning equipment, fire suppression equipment and electrical equipment used exclusively to service or protect the "electronic information systems equipment".
 4. "Job site" means the premises where the Covered Property will be used or permanently located at completion of the construction, erection, fabrication or installation.
 5. "Media" means the material on which "data" is recorded, such as magnetic tapes, disk packs, drums, paper tapes, cards and programs. This includes the "data" stored on the "media".
 6. "Money" means:
 - a. Currency, coins and banknotes in current use and having a face value; and
 - b. Traveler's checks, register checks and money orders held for sale to the public.
 7. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 8. "Properly registered" means providing National Equipment Register (NER) with the specific manufacturer, model number, serial number and year manufactured either through your on-line entry of this information in the NER web site or sending this information on an electronic spreadsheet directly to NER.
 9. "Securities" mean negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue; but does not include "money" or lottery tickets.
 10. "Substitute contractor's equipment" means substitute equipment similar to the contractor's equipment used in your business operations that you must rent in order to continue as nearly as possible your normal business operation or work progress due to loss or damage caused by or resulting from a Covered Cause of Loss to your contractor's equipment. "Substitute contractor's equip-ment" are only those items which are:
 - a. Necessary to continue your normal business operations; and
 - b. Needed because you do not have other contractor's equipment available for similar use.
 11. "Temporary storage location" means a location where property that is to become part of the construction project described in the Declarations is stored while waiting to be delivered to a "job site".
 12. "Valuable Papers and Records means":
 Inscribed, printed or written blue prints, site plans, similar documents, manuscripts or records, abstracts, books, deeds, drawings, films, maps and mortgages including those that exist on electronic or magnetic "media".
 But "valuable papers and records" does not mean "money" or "securities".

COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the nomination from the Fayette County Republican Party to appoint Andrew Rose to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.

Background/History/Details:

On May 12, 2026, the Governor signed House Bill 15657, revising the composition of the Fayette County Board of Elections. The new bill recreates the board into a five member board, instead of three.

(1) Two members shall be appointed from a list of nominees provided by the chairperson of the county executive committee of the political party whose candidates at the last preceding general election received the largest number of votes in this state for members of the General Assembly; and

(2) Two members shall be appointed from a list of nominees provided by the chairperson of the county executive committee of the political party whose candidates at such election received the next largest number of votes.

What action are you seeking from the Board of Commissioners?

Consideration of the nomination from the Fayette County Republican Party to appoint Andrew Rose to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Andrew Rose

265 Gaelic Way
Tyrone, GA 30290

Summary

Retired Sales and Marketing professional seeking opportunities to utilize my career of work experiences for volunteer and civic service positions.

WORK HISTORY**1990-2019 United Parcel Service (Retired)***2003-2019 UPS Strategic Alliance Manager UPS Ready Program*

Managed and negotiated 3rd party relationships that enable vendors to integrate UPS technology within their business solutions. Integrated solutions include UPS products and services that allow customers to streamline operations and focus on growing their businesses while reducing costs. Relationships included Pitney Bowes, SAP, Oracle and Intuit.

2000-2003 eCommerce Account Manager, UPS

Leveraged UPS technology portfolio in consultative and technical sales with UPS National and Major Account Segments. Increased package volume and revenue demonstrating the value associated with UPS technologies. Developed key relationships within Sales, Marketing, and Technology Deployment functions. Successful integrations include Home Depot, Unisource, Federated Department Stores, Alston & Bird and Morris, Schnieder & Prior.

1990-2000 Business Development, UPS

Managed the process to close sales with prospects and customers in a variety of customer segments. Interacted with National Account Managers in developing sales strategies for JCPennes, Xerox, WW Grainger, Ford, and other major companies. Exceeded volume and revenue goals consistently.

1988-1990 Default Prevention Specialist, The American College for the Applied Arts

Developed and implemented debt management and loan counseling programs to reduce loan default rates as mandated by Federal regulations.

EDUCATION

- *MBA in General Business, emphasis in International Business, Georgia State Univ., 1990*
- *BA in Liberal Arts; AA in Science, Emory University, 1986*

President, Circle K Club; GA Circle K President Award; President, Intramural Athletic Council; President, Toastmasters International UPS; Taught school & worked part-time to fund college.

INTERESTS & ACTIVITIES*Fayette County Republican Party 2022 – present*

- Member since 2023 have attended and contributed to the party in various capacities including Office Duty, Caucus and Convention support roles, Poll Watching, Vice-Chair of the Red Gala Committee and serving on the Executive Board – 3rd Vice Chair.
- Conducted Poll Watcher Training for the FCRP several times for the 2025 elections
- Certified to Register Voters
- Certified Poll Worker for various Primary, Run-off and General Elections; Assistant Poll Manager in 2025 and 2026

Board Member Southern Crescent Chorale – VP Communications; Church elder; Volunteer work with the Fayette Sumaritans and Sleep in Heavenly Peace; Active member of Emory Alumni Committee. Golfing, stamp collecting, gardening, and travelling.

Affidavit of the Fayette County Republican Party Secretary

STATE OF GEORGIA / COUNTY OF: FAYETTE

The undersigned, Cathryn A. Vaughn declares under penalty of perjury under the laws of the state of Georgia that the foregoing is true and correct:

1. I am over the age of 18 and a resident of the state of Georgia. I have personal knowledge of the facts herein, and if called as a witness, I could testify to the truth and accuracy thereto.
2. I was duly elected to the position of Secretary to the Fayette County Republican Party in March of 2025
3. I have no legal disabilities and have personal knowledge of the facts that are set forth here, below.
4. I affirm that I am under no duress or unusual influence in signing this affidavit, and I declare that, to the best of my knowledge and belief, the information here is true, correct, and complete.

I affirm and attest to the following:

I, Cathy Vaughn, being first duly sworn, do hereby depose and state as follows:

1. I am the duly elected Secretary of the Fayette County Republican Party (the "Party").
2. On June 18, 2026, at 10:00 a.m., the Executive Board of the Fayette County Republican Party convened a meeting to discuss and select a nominee to fill the newly created additional Republican member position on the Fayette County Election Board.
3. At said meeting, the Executive Board, after due discussion, reached a unanimous consensus to nominate and appoint Andrew Rose to fill the newly created additional Republican Fayette County Election Board member position.
4. Elaine Kilgore, Chairman of the Fayette County Republican Party, presided over the meeting.
5. This affidavit is made in support of the Party's nomination of Andrew Rose and is executed for all purposes for which it may be required or used.

I certify that the foregoing statements are true and correct to the best of my knowledge and belief.

Executed this 18th day of June, 2026.

AFFIANT SIGNATURE: Cathryn A. Vaughn
Cathy Vaughn, Fayette County Republican Party Secretary

WITNESS SIGNATURE: Elaine White Kilgore
Elaine Kilgore, Fayette County Republican Party Chairwoman

NOTARY ACKNOWLEDGMENT

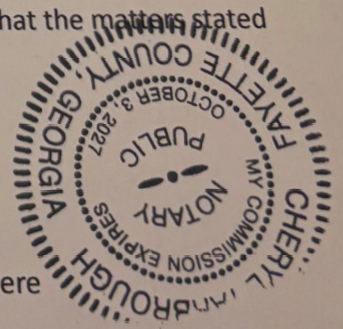
STATE OF GEORGIA, COUNTY OF FAYETTE COUNTY: This Affidavit was acknowledged before me on this 18th day of June, 2026 by Cheryl Yarbrough, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Cheryl Yarbrough Notary Public

Title (and Rank)

My commission expires: 10/3/2027

Notary Stamp Here



COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of the nomination from the Fayette County Democratic Party to appoint Kellie Hooper to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.

Background/History/Details:

On May 12, 2026, the Governor signed House Bill 15657, revising the composition of the Fayette County Board of Elections. The new bill recreates the board into a five member board, instead of three.

(1) Two members shall be appointed from a list of nominees provided by the chairperson of the county executive committee of the political party whose candidates at the last preceding general election received the largest number of votes in this state for members of the General Assembly; and

(2) Two members shall be appointed from a list of nominees provided by the chairperson of the county executive committee of the political party whose candidates at such election received the next largest number of votes.

What action are you seeking from the Board of Commissioners?

Consideration of the nomination from the Fayette County Democratic Party to appoint Kellie Hooper to the Fayette County Board of Elections for a term beginning immediately and expiring January 31, 2028.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes: