



**CONTRACT DOCUMENTS FOR  
25ITB1406667C-JNJ (B)**

**Maintenance & Testing of Fire Intrusion Alarm  
Systems**

**For  
Department Of Real Estate & Asset Management**

## *Index of Articles*

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 11.	<u>SUSPENSION OF WORK</u>
ARTICLE 12.	<u>DISPUTES</u>
ARTICLE 13.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 14.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 15.	<u>WAIVER OF BREACH</u>
ARTICLE 16.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 17.	<u>RESPONSIBILITY OF CONTRACTOR</u>
ARTICLE 18.	<u>INDEMNIFICATION</u>
ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 20.	<u>INSURANCE</u>
ARTICLE 21.	<u>PROHIBITED INTEREST</u>
ARTICLE 22.	<u>SUBCONTRACTING</u>
ARTICLE 23.	<u>ASSIGNABILITY</u>
ARTICLE 24.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 25.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 26.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 27.	<u>VERBAL AGREEMENT</u>
ARTICLE 28.	<u>NOTICES</u>
ARTICLE 29.	<u>JURISDICTION</u>
ARTICLE 30.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 31.	<u>FORCE MAJEURE</u>
ARTICLE 32.	<u>OPEN RECORDS ACT</u>
ARTICLE 33.	<u>INVOICING AND PAYMENT</u>
ARTICLE 34.	<u>TAXES</u>
ARTICLE 35.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 36.	<u>NON-APPROPRIATION</u>
ARTICLE 37.	<u>WAGE CLAUSE</u>

*Exhibits*

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>
EXHIBIT H:	<u>PAYMENT &amp; PERFORMANCE BONDS N/A</u>

## CONTRACT AGREEMENT

Contractor: **Twelve & Associates, Inc.**

Contract No.: **25ITB1406667C-JNJ (B), Maintenance & Testing of Fire Intrusion Alarm Systems**

Address: **2270 Northwest Pkwy SE #185**  
City, State **Marietta, GA 30067**

Telephone: **7709538585**

Email: **jjolley@12assoc.com**

Contact: **John Jolley**  
**Vice President**

This Agreement made and entered into effective the 1st day of January, 2026 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Twelve & Associates, Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections., hereinafter, referred to as the "**Project**".

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

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

### ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;



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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on September 17, 2025 and 25-0717 (B).

## ARTICLE 2. **SEVERABILITY**

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

## ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform on-site preventive maintenance and testing of fire-intrusion alarm systems tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

## ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

## ARTICLE 6. **MODIFICATIONS**

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

## ARTICLE 7. **SCHEDULE OF WORK**

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

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

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

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 1<sup>st</sup> day of January 2026, the starting date, and shall end absolutely and without

further obligation on the part of the county on the 31<sup>st</sup> day of December 2026. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2027	12-31-2027
2	12 months	01-01-2028	12-31-2028

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

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

**d. Same Terms**

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

**e. Statutory Compliance Regarding Purchase Contracts.**

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

**ARTICLE 9. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$75,000.00, (Seventy Five Thousand Dollars), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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

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

## ARTICLE 11. SUSPENSION OF WORK

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

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

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

## ARTICLE 12. DISPUTES

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

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

#### ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

#### ARTICLE 15. WAIVER OF BREACH

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

#### ARTICLE 16. INDEPENDENT CONTRACTOR

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

#### ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

#### ARTICLE 18. INDEMNIFICATION

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



extent allowed by law, the bankruptcy of Consultant/Contractor.

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

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

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

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

#### **18.4 Separate Counsel.**

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

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

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

#### **ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

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

## ARTICLE 20. **INSURANCE**

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

## ARTICLE 21. **PROHIBITED INTEREST**

### Section 21.01 **Conflict of interest:**

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

### Section 21.02 **Interest of Public Officials:**

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

## ARTICLE 22. **SUBCONTRACTING**

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

## ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

#### ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

#### ARTICLE 26. **ACCOUNTING SYSTEM**

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

## ARTICLE 27. VERBAL AGREEMENT

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

## ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

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

### **With a copy to:**

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

Notices to Contractor shall be addressed as follows:

Twelve & Associates, Inc.  
2270 Northwest Pkwy SE #185  
Marietta, GA 30067  
Telephone: (770) 953-8585  
Email: [jjolley@12assoc.com](mailto:jjolley@12assoc.com)  
Attention: John Jolley

## ARTICLE 29. **JURISDICTION**

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

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

## ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

## ARTICLE 31. **FORCE MAJEURE**

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

### ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 33. INVOICING AND PAYMENT

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

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

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

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

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

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



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

#### ARTICLE 34. TAXES

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

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

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

#### ARTICLE 36. NON-APPROPRIATION

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

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at

the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

**OWNER:**

**FULTON COUNTY, GEORGIA**

Robert L. Pitts

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**CONTRACTOR:**

**Twelve & Associates, Inc.**

DocuSigned by:

JOHN JOILEY

John Joiley  
Vice President

**ATTEST:**

Tonya R. Grier

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

**APPROVED AS TO FORM:**

Signed by:

David Lowman

Office of the County Attorney

**APPROVED AS TO CONTENT:**

Signed by:

Joseph N. Davis

Joseph N. Davis, Director  
Department Of Real Estate & Asset  
Management

**ATTEST:**

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

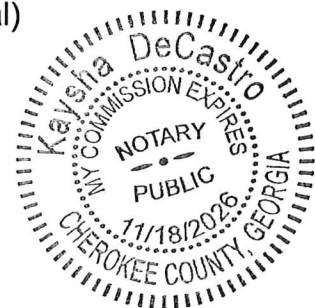
**ATTEST:**

Kaysa DeCastro  
Notary Public

County: Cherokee

Commission Expires: 11/18/2026

(Affix Notary Seal)



ITEM#: \_\_\_\_\_ 1st RM: \_\_\_\_\_  
1st REGULAR MEETING

ITEM#: 25-0717 b 2nd RM: 09/17/2025  
2nd REGULAR MEETING

# **ADDENDA**

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

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

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

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

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

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

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

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**



# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

---

The Contractor shall

**4.1.1** Performing preventive maintenance and testing tasks for all system components to include fire alarm main and sub panels including intrusion alarm connections.

**4.1.2** A written report for each facility on results of all test and maintenance.

**4.1.3.** Service call outside the scope of work for testing and maintenance. Invoicing for these services will be at the quoted rate for labor and parts with any discounts or mark ups as quoted on the parts price.

### **4.2 System Impairment**

**4.2.1** The successful contractor shall notify the appropriate County representative identified in this specification AND the Fire Department providing coverage for the building, whenever any portion of a Fire Alarm System is taken out of service.

**4.2.2** Any testing or maintenance that impairs the system capabilities and/or sets off alarm shall be carried out only after proper and sufficient coordination with building occupants and County's Maintenance POC. However, the timing of repair, if any, will be determined by the seriousness of the situation.

**4.2.3** The successful contractor will be required to work after normal working hours

**4.2.4** The successful contractor and the appropriate County Representative shall conduct a walk- through of the system after maintenance and repairs are complete to demonstrate that the system is fully functional

**4.3** Working Hours For the purpose of this contract the normal working hours will be 7 A.M. through 5 P.M. Monday through Friday, excluding Fulton County observed Holidays. The successful bidder is required to respond to all emergency calls within two (2) hours of notification of calls.

**4.4.** Services Frequency All testing and maintenance service shall be performed at least once yearly. All annual services listed must be performed at one time. Payment shall be at the rate indicated for testing and maintenance services only.

**4.5.** Testing and Maintenance: The following testing and maintenance tasks will be performed annually.

**4.5.1** All Control Panels: Clean exterior and interior of panels. Perform LED lamp tests, blow out dust and check back-up batteries. Batteries will be replaced as required at parts price as quoted in the price schedule below or adjusted at supplies price and at quoted discount and labor rate.

**4.5.2.** Smoke and Heat Detectors: Clean all smoke and heat detectors per manufacturer's specifications. Clean surface with approved cleaner. Test operation of all smoke detectors in accordance with manufacturers' specifications. (Smoke or Magnetic test) Smoke and heat detectors will be replaced if required at quoted parts price and labor rate. Smoke Detectors shall be tested for sensitivity as specified in NFPA 72 — 2022

**4.5.3** Horns and Strobes: Verify that all horns are clearly audible with existing background noise. Verify that all strobes operate and all strobes in each loop operate simultaneously. Inoperative strobes and horns will be replaced at quoted parts price and labor rates.

**4.5.4** Duct Smoke Detector: Clean per manufacturer specifications. Test operation of all duct smoke detector. Defective duct smoke detectors will be replaced at quoted parts price and labor rates.

**4.5.5** Pull stations: Test operation of all pull stations in accordance with manufacturer's recommendation. Defective pull stations will be replaced at quoted parts price and labor price

**4.5.6** Fireman Phone Jacks: Verify operation of all phone jacks. Reattach loose wires hardware as required within the junction boxes.

**4.5.7** Fireman Override Panel: Test all function of fireman's override panel. Troubleshoot and repair any malfunctions at labor and parts pricing quoted.

#### **4.6** Sequence of Testing and Maintenance:

**4.6.1** All testing and maintenance required in a single building will be performed before initiating work in a subsequent building.

**4.6.2** All maintenance on smoke and heat detectors will be accomplished before initiating testing of systems. The County required verification of a minimum of 5% of smoke detectors for quality control of maintenance performed.

**4.6.3** All testing of smoke and heat detectors, duct smoke detectors, horns and strobes, fireman's phone jacks, etc. will be accomplished with the contactors initiating the test at the device and another technician, or sometimes a County technician, monitoring trouble and alarm indications at control panels. Communication will be accomplished using cell phones or radios.

**4.6.4** Cleaning and testing of duct smoke detectors will be coordinated to minimize labor in gaining access to devices. However, the successful vendor shall provide enough persons to accomplish thorough testing.

**4.6.5** After completion of all individual zones, the system will be allowed to go into full building alarm, wait for five minutes after the alarm is activated. Provide a report based on the "Full Alarm" tests giving details of observations and shortcoming.

**4.6.6** The contractor will co-ordinate with Central Fulton Maintenance Manager before placing the system at Justice Center or Government Center on general alarm.

**4.5.6.1** At this time the operation of all interlocks associated with each smoke detector will be verified and recorded.

**4.5.6.2** Verify operation of all door interlocks and fire screens/doors

**4.5.6.3** Verify and record the operation of the fireman override panel.

**4.5.6.4** Verify and record Elevators capture on activation of specific smoke/heat detector.

**4.5.6.5** Provide an estimate for rectification of defects observed, if any, during the General Alarm conditions.

**4.6.7** After each phase of testing, the testing team will ensure that the system is returned to normal operation.

**4.6.8** Any maintenance that could cause an alarm condition in the following buildings will be carried out only after normal hours of operation or during weekends.

Contractor must factor-in the additional cost in the quoted amount.

- Justice Center Complex
- Government Center
- Juvenile Justice Center

**4.7 TRAINING:** Successful contractor must provide training to the technician/interested other employees of Fulton County on various aspects of fire alarm system like type of devices, identification of alarms, resetting faulty situations etc.

**4.7.1** One such training for a duration not exceeding eight (8) hours forms part of scope of work for each year of contract.

**4.7.2** Cost of such training must be factored into the annual inspection charges.

**4.7.3** The training and location of it will be coordinated by the Building Maintenance Manager of Fulton County.

**4.8** AHJ Requirements Certain AHJs require the results of fire alarm system maintenance and testing to be uploaded to the portal (compliance portal) for verification of compliance. Vendor must be prepared to accomplish this for no additional cost to Fulton County.

#### **4.9 Deficiencies**

**4.9.1** On conclusion of annual inspection, the contractor shall prepare a deficiency listing, if deficiencies exist, and submit along with the report

**4.9.2** Within one week from date of inspection, the contractor shall submit accost estimate for rectification of any observed deficiency.

**4.9.3** Repair/replacement of deficiency shall be undertaken upon approval of estimate by Fulton County's Contracts Manager

### **SPECIAL CONDITIONS**

#### **1. Experience and Qualifications**

The Contractor must provide copies of certifications for service personnel who will work on this contract to demonstrate that they are qualified to perform maintenance on Fire Alarm Systems.

See NFPA 72 (2022) for required certifications.

**1.1** The Contractor must be knowledgeable and must have experience in testing, servicing, and repair of following types of Fire Alarm Control 33

Systems AND submit references that verify such experience in testing, servicing, and repair:

- (a) Notifier
- (b) Simplex Controls
- (c) Edwards Controls
- (d) Silent Knight

**1.2** The Contractor must be capable of connecting and configuring "Automatic De-Fibrillator Units" to the Fire Alarm System and/or 911 call system as the case applies and where required.

**1.3** If the successful Contractor does not have the capability for testing, maintaining or repair of any of the systems involved the vendor must facilitate such work by sub-contracting the work. Such sub-contracting will be the responsibility of the successful contractor.

## **2. Maximum Repair Allowance**

The successful Contractor is responsible for submitting an estimate prior to performing any repairs outside the scope of testing and maintenance. This estimate shall include an estimated cost for repair and also estimated cost of replacing the item. The successful contractor must identify any item where the cost of repair is equal to or greater than seven-five (75%) of the price of new item. Failure to adhere to the requirements of this program will be grounds for termination of the contract.

Example: New Fire Control Panel = 2,000.00 Maximum Repair allowance on Fire Panel = 1,500.00 Cost of repair of Fire Panel = 1,700.00 Action: Recommend replacement of old Fire Control Panel instead of repair.

## **3. Parts Pricing**

This paragraph is only applicable for work provided beyond routine testing and maintenance. The successful bidder is required to supply all parts associated with testing and routine maintenance under the scope of this contract.

**3.1** Approval must be obtained from designated representative prior to purchasing parts. The following documents must be provided when submitting invoice for payment:

- (a) An invoice indicating the pricing the price paid for the part to the supplier and/or manufacturer.
- (b) If any freight was associated with the shipment of the parts, a paid freight invoice must be submitted.

**3.2** The successful Contractor reimbursement for parts priced at \$500 or less specifically listed in these bid specifications will be computed utilizing the following formula:

$$(\text{Contractor's cost for part}) \times (1 + \text{Contractor's Markup Percentage}) + \text{Cost of Freight}$$

Example: Contractor cost for Parts = 20.00  
 Contractor Markup on Parts = 10%  
 Contractor Freight Cost = 5.00

Reimbursement =  $(\$20.00 \times 1.10) + 5.00 = \$27.00$

- 3.3.** All other markups on greater than \$500 will be individually approved by the designated county representative. Fulton County reserves the right to reject any and all pricing for parts and to require the successful bidder to install parts procured from other sources. If Fulton County elects to procure parts from an outside source, the successful contractor's warranty shall extend to labor only.

#### **4. Warranty Clause**

The successful contractor will be responsible for providing a warranty on all parts and labor for a minimum period of ninety (90) days. If the part supplied by the contractor has a manufacturer's warranty exceeding ninety (90) days, the vendor shall facilitate application of that warranty for that part. Any repair or replacement required within the warranty period will be at the expense of the successful contractor. Parts under warranty will be replaced at no additional cost to Fulton County.

#### **5. Technical Reports**

The successful contractor is required to submit a technical report on inspection (inspection report) and service calls within five (5) days of completion or as attachment to the invoice for the work, whichever happens first

# **EXHIBIT D**

## **COMPENSATION**



## **COMPENSATION**

---

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$75,000.00 (Seventy Five Thousand Dollars and Zero Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

## BID FORM

Submitted To: Fulton County Government

Submitted By: Twelve & Associates, llc.

For: **25ITB1406667C-JNJ, Maintenance & Testing of Fire-Intrusion Alarm Systems**

Submitted on July 1, 2025.

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

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

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

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

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)  
(Enter number from line 85, for Total Base Bid Amount below)

**\$131,129.00**

(Dollar Amount In Numbers)

One Hundred Thirty One Thousand One Hundred Twenty Nine dollars

(Dollar Amount in Words)

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

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

### PRICING SHEETS

Annual testing and maintenance specified for all equipment at locations listed.

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
<b>CENTRAL FULTON</b>					
1	Justice Center Complex	185 Central Ave	Honeywell E3 Series	1619	\$ 18,222.00
2	Juvenile Justice Center	395 Pryor Street	Notifier NFS 3030	400	\$ 6,754.00
3	Medical Examiner's Office	430 Pryor St	SK5207	22	\$ 629.00
4	Government Center	141 Pryor Street, Atlanta	Notifier	2932	\$ 32,728.00
5	Central Library	1, Margaret Mitchell Sq	Notifier Verifire	341	\$ 5,807.00
6	Auburn Research Library	101, Auburn Ave	Notifier NFS2-640/E	130	\$ 2,421.00
7	Peachtree Branch Library	1315 Peachtree St., NE	SK 4720	24	\$ 661.00
8	Ponce de Leon Branch Library	980 Ponce de Leon Ave., NE	SK4720	16	\$ 728.00
9	East Atlanta Library	457 Flat Shoals Rd, SE	SK 5700	27	\$ 709.00
10	Helene S. Mills Senior MP Center	515 John Wesley Dobbs	SK5208	43	\$ 1,025.00
11	Southeast Senior Center	1650 Newton Circle	SK5207	40	\$ 917.00
12	Auburn Senior Center	300 Edgewood Ave., NE	SK2820	25	\$ 677.00

**25ITB1406667C-JNJ**  
**Maintenance and Testing of Fire-Intrusion Alarm Systems**

**Section 2**  
**Bid Form**

13	Center for Rehabilitation	265 Boulevard	SKIFF 1000	155	\$ 2,883.00
14	Health/Human Services	137 Peachtree St., SW	SK 5820 XL	80	\$ 1,679.00

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
15	Robert Fulton Library	5090 Abbotts Bridge Rd	5K5207	35	\$ 808.00
16	Buckhead Branch Library	269 Buckhead Ave., NE	SK4720	11	\$ 452.00
17	Northeast Regional Library	4720 Old Alabama Rd.	SK5207	31	\$ 841.00
18	Northside Branch Library	3295 Northside Pkwy, NW	SK4720	11	\$ 452.00
19	Alpharetta Library	15 Park Plaza, Alpharetta	Firelite 9200 UD	30	\$ 987.00
20	Milton Library	800 Mayfield Rd, Milton	Firelite 9200UDLS	33	\$ 870.00
21	East Roswell Library	2301 Holcomb Bridge Rd, Roswell	Siemens FC2025/2050	35	\$ 808.00
22	North West Atlanta Library	2489 Perry Blvd Atlanta	Notifier	42	\$ 1,065.00
23	Dogwood Senior Center	1953 Donald Lee Hollowell Pkwy., NW	SK5207	28	\$ 725.00
24	H.G. Darnell Senior MP Center	677 Fairburn Rd.	SK5207	158	\$ 2,811.00
25	New Horizons Senior Center	745 Orr St.	SK5207	34	\$ 821.00
26	D.C. Benson Senior MP Center	6500 Vernon Woods Rd.	SK5207	58	\$ 1,206.00
27	Roswell Senior Center	1250 Warsaw Rd.	SK2820	20	\$ 596.00
28	Drug Court/Treatment Facility	1134 A Jefferson St	SK 5820	19	\$ 700.00
29	North Training Center	5025 Roswell Rd	SK4720	49	\$ 1,062.00
30	North Fulton Service Center	7741 Roswell Rd.	NOTIFIER Dialer SK5104	40	\$ 917.00
31	FCPD Tactical Operations Center	4701 Fulton Industrial Blvd	SK4720	22	\$ 629.00
32	Fire Department Administration	3977 Aviation Circle	SK2820	14	\$ 500.00
33	Aviation Community Center	3900 Aviation Cir NW, Atlanta	SK 5820XL	7	\$ 508.00

34	Central Maintenance Facility	895 Marietta Blvd.	SK5207	43	\$ 965.00
35	D A Pearson Maint. Complex, A,B,C	3929 Aviation Circle	SK4720	20	\$ 596.00

Item No	Building Name	Address	Type of System	# of Devices	Cost for Annual Testing
36	Adams Park Branch Library	2231 Campbellton Rd.	5K5207	22	\$ 610.00
37	Adamsville/Collier Hts. Library	3424 M.L. King Dr.	SK4720	7	\$ 388.00
38	Cleveland Branch Library	47 Cleveland Ave	5K4820	15	\$ 516.00
39	College Park Branch Library	3647 Main St.	Edwards IO	22	\$ 610.00
40	Hapeville Branch Library	525 King Arnold St.	SK4720	22	\$ 629.00
41	South Fulton Branch Library	4055 Flat Shoals Rd, SW	SK5808	17	\$ 1,162.00
42	Metropolitan Library	1332 Metropolitan Pkwy SW, Atlanta	ESL IO 64	26	\$ 716.00
43	Wolf Creek Library	3100 Enon Road, Atlanta	Notifier	27	\$ 769.00
44	Palmetto Library	9111 Cascade Palmetto Hwy, Palmetto	Firelite	24	\$ 701.00
45	Southeast Library	1463 Pryor Rd, Atlanta	SK IFP 2000	15	\$ 696.00
46	H.J.C. Bowden Senior Center	2885 Church St.	SK5207	43	\$ 965.00
47	Camp Truitt Senior Center	4320 Herschel Rd.	SK5207	20	\$ 596.00
48	New Beginnings Senior Center	66 Brooks Drive	SK5820	48	\$ 1,166.00
49	Quality Living Services	4001 Danforth Rd., SW	SK4720	42	\$ 949.00
50	Palmetto Senior Center	205 School St.	SK5207	30	\$ 757.00
51	Hapeville Senior Center	Central Park Drive	SK5208	52	\$ <del>757.00</del> 1170
52	Coop. Extension Service Office	1757 Washington Rd	SK4720	20	\$ 596.00
53	Central Training Ctr.	425 Langhorn St.	5K5207	45	\$ 998.00
54	South Training Ctr.	2605 Fairburn Rd. SW	SK5207	45	\$ 998.00
55	Oak Hill Homes Complex	2799 Metropolitan Pkwy	Firelite MS-9600UDLS	91	\$ 1,796.00
56	Adamsville Regional Health Ctr	3700 MLK Jr. Dr. SW Atlanta, GA.30331	SKIFP1000	82	\$ 1,711.00

25ITB1406667C-JNJ  
Maintenance and Testing of Fire-Intrusion Alarm Systems

Section 2  
Bid Form

57	South Fulton Mental Health	1636 Connally Dr.	SK5208	56	\$ 1,234.00
58	West Mental Health	475 Fairburn Rd SW	SK4720	30	\$ 757.00
59	College Park Health Ctr.	1920 John Wesley Ave.	SK5207	106	\$ 1,976.00
60	Neighborhood Union Health Ctr.	186 Sunset Ave., NW	SK 5207	58	\$ 1,206.00
61	North Point Parkway	4700 North Point Parkway, Alpharetta	EST-2/SK5230	42	\$ 1,009.00
62	David Hagins Shooting Range - Trailer	5301 Aldredge Rd	SK4720	9	\$ 420.00
63	Public Safety Training (Wolf Creek)	3025 Merk Rd	5K5207	68	\$ 1,367.00
64	F.C. Club House For Youth	1408 Delowe Dr Atlanta	SK5808	19	\$ 640.00
65	Tom Lowe Shooting Clubhouse	3070 Merk Rd	SK4720	6	\$ 372.00
66	Hammond House	503 Peebles Str.	SK4720	5	\$ 356.00
67	Camp Truitt Education Center	4300 Herschel Rd	SK5207	14	\$ 500.00
68	South Fulton Service Center	5600 Stonewall Tell Rd.	SIMPLEX	45	\$ 998.00
69	Grounds Division Office	125 Willis Mill Rd., SW	SK4720	23	\$ 645.00
70	South Zone Maintenance	5592 Stone Wall Tell	SK 4720	9	\$ 420.00
71	Kirkwood Branch Library	106 Kirkwood Rd., NE	FireLite ES-50x	19	\$ 580.00
72	Dogwood Branch Library	1838 Donald Lee Hollowell Pkwy, NW	FireLite ES-50x	12	\$ 496.00
73	Roswell Branch Library	115 Norcross St.	FireLite ES-50x	8	\$ 836.00
74	Sandy Springs Regional	395 Mt. Vernon Hwy., NE	FireLite ES-50x	18	\$ 564.00
75	Washington Park	1116 M.L.King Dr.	SK2820	11	\$ 452.00
76	West End Branch	525 Peebles St., SW	Nx-8e	10	\$ 406.00
77	Southwest Regional Library	3665 Cascade Rd., SW	FireLite ES-50x	32	\$ 882.00
78	East Point Library	2757 Main St.	FireNet Plus	34	\$ 821.00
79	Fairburn/Hobgood-Palmer	60 Valley View Dr.	FireNet Plus	42	\$ 949.00
80	TOTAL OF LINE ITEMS 1 Thru 79				\$ 130,544.00

**LABOR RATES FOR REPAIRS**

<b>81</b>	Labor Rate for tasks other than testing and maintenance	\$ 125.00/hr
<b>82</b>	Overtime labor rate for other tasks than testing and maintenance (shall not exceed 1.5 times the labor rate indicated in Special Conditions/Instruction, Section Parts Pricing, Paragraph B.	\$ 187.50 /hr
<b>83</b>	Indicate any other charges that will apply, in addition to the above. Please describe each item. Charges not mentioned in the bid will not be approved if a contract is awarded Truck Charge	\$ 85.00
<b>84</b>	<p>Please state what will be your total bill, for a labor only service call of four (4) hours. Please include labor charges based on rates quoted on line 81 above per hour, other incidentals like service charge or truck charges, if any, as quoted on line (83 above.</p> <p>Labor Charges for four hours \$ 500.00</p> <p>Any other incidentals (please state) \$ 85.00</p> <p>Any charge not included above (please state) \$ 0</p> <p style="text-align: center;">TOTAL</p>	\$ 585.00
<b>85</b>	Total of numbers on lines 80 and 84	\$ 131,129.00

\*\* Use this number to report "Base Bid Amount" above\*\*

Business Phone: 770-953-8585



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

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

**Name****Address**Mary Dixon3108 Grayfield Trace Marietta 30067Claude Dixon3108 Grayfield Trace Marietta 30067John Tolley503 Sable Trace Way Acworth 30102Dennis Hoffman2914 Newberry way New Kenton 30144

**END OF SECTION**

# **EXHIBIT E**

## **PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** Twelve & Associates, llc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

42119  
EEV/Basic Pilot Program\* User Identification Number

John Jolly  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

VP  
Title of Authorized Officer or Agent of Contractor

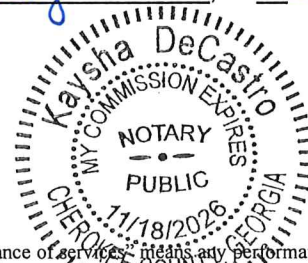
John Jolly  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1st day of July, 2025

Notary Public: Kaysha DeCastro

County: Cobb

Commission Expires: 11/18/2026



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFP, RFQ, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

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


STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** Twelve Associates behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

42119  
EEV/Basic Pilot Program\* User Identification Number

Twelve Associates   
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

VP  
Title of Authorized Officer or Agent of Subcontractor

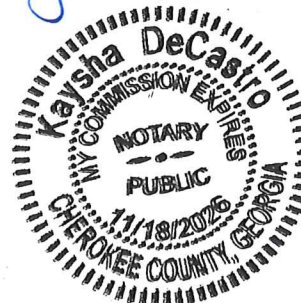
John Jolly  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1st day of July, 2025

Notary Public: Kaysha DeCastro

County: Cobb

Commission Expires: 11/18/2026



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

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

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: John Jolley


Performing work as: Prime Contractor ☒ Sub-Contractor ☐

Professional License Type: Low Voltage Unlimited

Professional License Number: LVA 406259

Expiration Date of License: 8/31/25

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 7/1/25

(ATTACH COPY OF LICENSE)



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

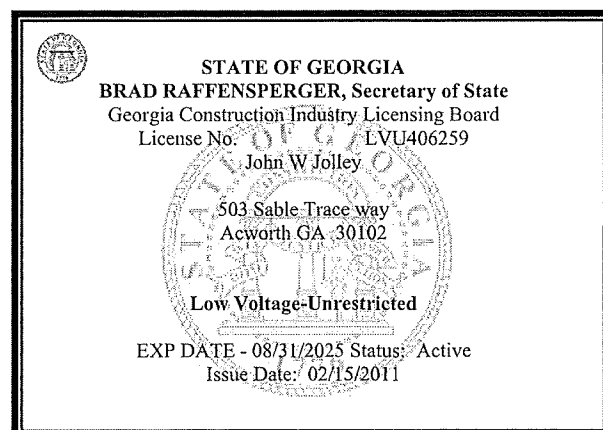
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

John W Jolley  
503 Sable Trace Way  
Acworth GA 30102





**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

25ITB1406667C-JNJ  
Maintenance and Testing of Fire-Intrusion Alarm Systems

Section 6  
Purchasing Forms & Instructions

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]



25ITB1406667C-JNJ  
Maintenance and Testing of Fire-Intrusion Alarm SystemsSection 6  
Purchasing Forms & Instructions

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

On this 1 day of July, 2025

John W Jolley 7/1/25  
(Legal Name of Proponent) (Date)

[Signature] 7/1/25  
(Signature of Authorized Representative) (Date)

VP  
(Title)

Sworn to and subscribed before me,

This 1<sup>st</sup> day of July, 2025

Kaysha DeCastro  
(Notary Public) (Seal)

Commission Expires 11/18/2026  
(Date)



# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

"Know all persons by these presents, that I/We (John Jolley \_\_\_\_\_),  
Name

Vice President

Twelve & Associates, llc.

Title

Company Name

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

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

NAME: John Jolley TITLE: Vice President

SIGNATURE: 

ADDRESS: 2270 Northwest Parkway SE ste 185 Marietta, Ga 30067

PHONE NUMBER: 770-953-8585 EMAIL: jjolley@12assoc.com

### EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Twelve Associates, LLC.

ITB/RFP Name & Number: 25ITB140 6667C - JNJ

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

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

\$ \_\_\_\_\_ Or 100 %

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

JV Partner(s) information:

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

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

Total Dollar Value of Certified Subcontractors: (\$) 0

Total Percentage of Certified Subcontractors: (%) 0

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

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

Signature: [Signature] Title: VP

Business or Corporate Name: Tuehne & Associates, LLC.

Address: 2270 Northwest Parkway SE Suite 185  
Marquette, Ga. 30067

Telephone: (770) 953-8585

Fax Number: (770) 951-1851

Email Address: jholley@12ASSOC.com





# **EXHIBIT G**

## **INSURANCE AND RISK MANAGEMENT FORMS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2025

**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).**

<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Kara Cowley <b>PHONE (A/C, No, Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> kara@hains.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Allied World Surplus Lines Ins Co <b>NAIC #</b> 24319 <b>INSURER B:</b> State Auto P & C Ins. Co. <b>25127</b> <b>INSURER C:</b> Wesco Insurance Co. <b>25011</b> <b>INSURER D:</b> Hiscox insurance Co. <b>10200</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Twelve & Associates, LLC 2270 Northwest Pkwy., Suite 185  Marietta GA 30067	

**COVERAGES****CERTIFICATE NUMBER:** 25-26**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			5300-0661-00	05/06/2025	05/06/2026	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Employee Benefits	\$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			BAP2401995	05/06/2025	05/06/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b>			5301-0281-00	05/06/2025	05/06/2026	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WSS3778441	05/06/2025	05/06/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			ANE2368717.25	05/06/2025	05/06/2026	Limit	\$1,000,000
							Aggregate	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Primary and Non-Contributory (GL 00021 00 (07/09)); Additional Insured- Owners, Lessees or Contactors- Completed Operations (Form CG 20 37 07 04); Additional Insured- Owners, Lessees or Contractors- Scheduled Person or Organization (Form CG 20 10 04 13); Designated Project(s) General Aggregate Limit (SG-GL 00067 00); Waiver of Transfer of Rights of Recovery Against Others To Us (Form CG 24 04 05 09); Business Auto Policy Plus Endorsement (Form SA3000 06/08); Waiver of Transfer Rights of Recovery (SA1008); PNC Insurance-Automatic Status As Required by Contract (SA3006); Waiver of Subrogation (Limited) (Form SG-XS 00042 00 (01/18)); Waiver of Our Right to Recover From Others Endorsement (WC 00 03 13)

**CERTIFICATE HOLDER****CANCELLATION**

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

**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

© 1988-2015 ACORD CORPORATION. All rights reserved.



POLICY NUMBER: 5300-0661-00

COMMERCIAL GENERAL LIABILITY  
CG 22 74 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Contract Or Agreement:  
Any written contracts or agreements.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** With respect to the contract or agreement designated in the Schedule above, Subparagraph **e.** of Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1)** Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2)** Liability for "personal and advertising injury" if:

- (a)** The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- (b)** The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and
- (c)** The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such designated contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph **A.2.e.(2)(c)** above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same designated contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**B. With respect to the contract or agreement designated in the Schedule above, the following is added to **Section I – Supplementary Payments – Coverages A And B:****

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:

1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a designated contract or agreement shown in the Schedule, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
2. This insurance applies to such liability assumed by the insured;
3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same designated contract or agreement;
4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

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

6. The indemnitee:

a. Agrees in writing to:

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

b. Provides us with written authorization to:

- (1) Obtain records and other information related to the "suit"; and
- (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys 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. Notwithstanding the provisions of Paragraph **A.2.e.(2)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in Paragraph **A.2.e.(2)(c)** above and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
2. The conditions set forth above, or the terms of the agreement described in Paragraph **6.** above, are no longer met.

Policy Number: 5300-0661-00  
ID Code: 001

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Name Of Person Or Organization:**

**Any person or organization against whom you have agreed to waive your right of recovery in a written contract provided such a contract was executed prior to the date of loss.**

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy No: 5300-0661-00

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

POLICY NUMBER: 5300-0661-00

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Blanket Basis – Any entity that the Named Insured agrees through written contract or agreement (hereinafter "contract") to include as an additional insured. The contract must be fully signed in writing by the parties to the contract prior to any work being performed, noting that any Additional Insureds as stated in the contract may not be required to sign the contract.	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added 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:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

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

POLICY NUMBER: 5300-0661-00

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<b>Blanket – As required by written contract or agreement</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added 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:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## COMMERCIAL EXCESS LIABILITY POLICY

### THIS POLICY PROVIDES BOTH CLAIMS MADE AND OCCURRENCE COVERAGE

**IF THE UNDERLYING INSURANCE IS WRITTEN ON A CLAIMS MADE BASIS, THEN THIS POLICY PROVIDES CLAIMS MADE COVERAGE WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD.**

**IF THE UNDERLYING INSURANCE IS WRITTEN ON AN OCCURRENCE BASIS, THEN THIS POLICY PROVIDES OCCURRENCE COVERAGE WHICH APPLIES ONLY TO CLAIMS ARISING OUT OF OCCURRENCES WHICH TAKE PLACE DURING THE POLICY PERIOD OR ARISING OUT OF INJURY OR DAMAGE THAT TAKES PLACE DURING THE POLICY PERIOD, AS APPLICABLE IN THE UNDERLYING INSURANCE.**

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in **Item 1.** the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance. The words "policy period" mean the term of duration of the policy shown in the Declarations.

### **WE AGREE WITH YOU TO PROVIDE COVERAGE AS FOLLOWS:**

#### **INSURING AGREEMENT**

To pay on behalf of the Insured that amount of loss which exceeds the amount of loss payable by underlying policies described in the Schedule of Underlying Insurance, but our obligation hereunder shall not exceed the Limit of Liability stated in **Item 3.** of the Declarations. The amount we will pay for loss is limited as described in **C. Loss Payable** below.

#### **CONDITIONS**

##### **A. Application of Underlying Insurance.**

The insurance provided under this policy will follow the same provisions, exclusions and limitations that are contained in the applicable underlying policy described in the Schedule of Underlying Insurance, unless otherwise directed by this insurance. However, the coverage provided under this policy will not be broader than that provided by the applicable underlying policy.

##### **B. Maintenance of Underlying Insurance.**

It is warranted by you that the underlying policy or policies listed in the Schedule of Underlying Insurance, or renewals or replacements thereof not more restrictive in coverage or limits of liability, shall be maintained in force during the currency of this policy, except for any reduction of the aggregate limit(s) contained therein solely by payment of claims to which this policy applies. In the event of failure by you to so maintain such policy or policies in force or to meet all conditions and warranties subsequent to loss under such policy(ies), the insurance afforded by this policy shall apply exactly as it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given to us within 30 days of such exhaustion.

The limits of liability of an underlying policy listed in the Schedule of Underlying Insurance will not be reduced by the existence of a sublimit of liability in such policy, nor shall this policy apply excess over any coverage subject to a sublimit of liability in such policy.

##### **C. Loss Payable.**

- (a) The Limit of Liability shown in **Item 3.** of the Declarations and the rules below fix the most we will pay regardless of the number of:

- (1) Insured's;



- (2) Claims made or suits brought or number of vehicles involved; or
- (3) Persons or organizations making claims or bringing suits.
- (b) The General Aggregate Limit is the most we will pay for the sum of all loss payable under this policy. However, the General Aggregate Limit does not apply to those coverages included under the Schedule of Underlying Insurance to which no underlying aggregate limit applies.
- (c) Subject to the General Aggregate Limit, described in paragraph (b) above, the Each Occurrence Limit is the most we will pay for the sum of all loss arising out of any one occurrence (if the underlying insurance is written on an occurrence basis), and the Each Claim Limit is the most we will pay for the sum of all loss arising out of any one claim (if the underlying insurance is written on a claims made basis).
- (d) The General Aggregate Limit, as described in paragraph (b) above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.
- (e) Our liability with respect to any one occurrence or claim shall not attach unless and until:
  - (1) The Insured has become obligated to pay the available limit of underlying insurance; and
  - (2) The Insured's obligation to pay for loss in excess of the available limit of underlying insurance has been determined in final judgment after actual trial or by written agreement by the Insured, the claimant and us.

Where the underlying policy(ies) described in the Schedule of Underlying Insurance apply a separate general aggregate limit on a per project or per location basis, in no event will this policy follow such provision to apply the General Aggregate Limit, as shown in Item 3. of the Declarations, separately per project or per location. Rather, the General Aggregate Limit, as shown in Item 3. of the Declarations, is the most we will pay for the sum of all loss payable under this policy, subject to paragraphs (b) and (d) above.

#### **D. Defense and Expenses.**

We agree to assume charge of the settlement or defense of any claim made or proceeding instituted against the Insured and to which this policy applies but only when the applicable limit of liability of an underlying policy listed in the Schedule of Underlying Insurance has been exhausted by the payment of loss to which this policy applies. We shall also have the right to investigate and the right to associate with the Insured or the underlying insurer in the defense and control of any other claim or proceeding reasonably likely to involve this policy.

Expenses incurred by us in the investigation or defense of claims, including court costs and interest on that part of the judgment to which this insurance applies, shall be borne by us in addition to the Limit of Liability stated in Item 3. of the Declarations. Notwithstanding the foregoing, no further expenses shall be paid by us after the Limits of Liability as stated in **Item 3.** of the Declarations have been exhausted by payment of losses.

#### **E. Notice and Duties in the Event of a Claim, Occurrence or Suit; Other Notices.**

As a condition precedent to our obligations under this policy, the Insured will provide us with written notice of any claim or suit under any underlying policy, where the reserve exceeds 50% of underlying insurance proceeds, or any circumstance that could give rise to a claim under any underlying policy and could reasonably likely involve this policy.

Upon the happening of an occurrence reasonably likely to involve us hereunder, written notice shall be given as soon as practicable to us or any of our authorized agents. Such notice shall contain particulars sufficient to identify the Insured and the fullest information obtainable at the time. The Insured shall give like notice of any claim made on account of such occurrence.

If legal proceedings are begun, the Insured, when requested by us, shall forward to us each and every demand, notice, summons, or other process, or a copy thereof, received by the Insured or the Insured's representatives, together with copies of reports or investigations made by the Insured with respect to such claim proceedings.

The Insured through its underlying insurer or directly agrees to provide us with prompt notice of:

- (a) Any settlement offers that the Insured intends to make or any settlement demands made by any claimant, even if such offers or demands would not implicate coverage under this policy;
- (b) The payment of any claims under any underlying policy;
- (c) The cancellation of any underlying policy;
- (d) The modification of any underlying policy by endorsement or otherwise; or
- (e) Any additional or return premiums charged or allowed in connection with any underlying policy.

You and any other insured involved must:

- (a) Authorize us to obtain records and other information;
- (b) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and;
- (c) 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 loss to which this insurance may also apply.

No Insured 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.

The first Named Insured in **Item 1.** of the Declarations will be the sole agent for, and will act on behalf of, all Insureds with respect to all matters under this policy, including, but not limited to, giving notice of claim, communications regarding coverage, the issuance of any endorsements, notice of cancellation or non-renewal, and any notice regarding the payment or return of any premium for this policy.

Notice given to any of the underlying policy of any occurrence, claim or circumstance that could give rise to a claim under any underlying policy will not be deemed notice to us. Notice of any occurrence, claim or circumstance that could give rise to a claim under any underlying policy must be sent by certified mail or prepaid courier to us at the address specified in Item 6. of the Declarations.

#### **F. Appeals.**

In the event you or your underlying insurer elects not to appeal a judgment which exceeds the underlying insurance, we may elect to do so at our own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall our liability for excess loss exceed the amount set forth in **Item 3.** of the Declarations.

#### **G. Subrogation.**

In the event of payment under this policy, we will participate with you in the exercise of all your rights of recovery against any person or organization liable therefore. Recoveries shall be applied first to reimburse any interest (including the Insured) that may have paid any amount, with respect to liability in excess of the limit of our liability hereunder, then to reimburse us up to the amount paid hereunder, and lastly to reimburse such interests (including the Insured), to whom this insurance is excess as are entitled to claim the remainder, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

#### **H. Cancellation**

- (a) You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- (b) We may cancel this policy at any time by providing the first Named Insured in **Item 1.** of the Declarations written notice of cancellation:
  - (1) At least ten (10) days in advance if we cancel for non-payment of premium; or

- (2) At least thirty (30) days in advance if we cancel for any other reason.
- (c) Mailing the written notice of cancellation to you at your mailing address shown in **Item 1.** of the Declarations will be sufficient to prove notice.
- (d) The policy period will end on the day and hour stated in the cancellation notice.
- (e) The first Named Insured in **Item 1.** of the Declarations shall act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
- (f) Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

**I. Nonrenewal.**

We are not obligated to renew this policy. If we decide not to renew, we will mail or deliver to the first Named Insured in **Item 1.** of the Declarations, written notice of the non-renewal at least thirty (30) days prior to the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

**J. Other Insurance.**

If other valid and collectible insurance is available to you which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

**K. Bankruptcy or Insolvency of Underlying Insurer.**

The insolvency, bankruptcy, receivership, or any refusal or inability to pay of the Insured and/or any insurer shall not operate to:

- (a) Deplete or reduce the underlying insurance described in the Schedule of Underlying Insurance;
- (b) Increase our liability under this policy;
- (c) Increase our share of liability under this policy.

In no event shall we assume responsibility and/or obligations of the Insured or those of any other insurer.

**L. Exclusions.**

The following exclusions, and any other exclusions added by endorsement, apply to this policy. In addition, the exclusions applicable to any applicable underlying insurance apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this policy.

Insurance provided under this policy does not apply to any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (a) First-party physical damage coverage;
- (b) No-fault coverage;
- (c) Personal injury protection or auto medical payments coverage;
- (d) Uninsured or underinsured motorists coverage (except and to the extent as may be provided by endorsement to this policy); or
- (e) Any other first party benefits or similar law, regulation, or ordinance.

**WAIVER OF SUBROGATION (LIMITED)**  
**THIS ENDORSEMENT CHANGES THE POLICY.**  
**PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Solely with respect to any loss for which the Insured has waived the right of recovery against a person(s) or organization(s) in a written contract entered into prior to the loss, **CONDITIONS**, Paragraph **G. Subrogation** is deleted in its entirety with respect to such person or organization.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

POLICY NUMBER: 5300-0661-00

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designated Project(s):</b>
<b>Blanket as required in a written contract or agreement.</b>
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 project shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated 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 Project General Aggregate Limit for that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated 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 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 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 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 Project General Aggregate Limit.
  - D. If the applicable designated 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 project.
  - E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
**(Ed. 04-84)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

Any person or organization as required by written contract

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

Endorsement Effective	5/6/2025	Policy No.	WSS3778441	Endorsement No.	0
Insured	Twelve & Associates, LLC			Premium \$	33,705
Insurance Company	Wesco Insurance Company				

Countersigned by \_\_\_\_\_



**BUSINESS AUTO POLICY**  
**BAP 2401995 11**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY INSURANCE-AUTOMATIC  
STATUS AS REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**SECTION IV - BUSINESS AUTO  
CONDITIONS, B. General Conditions, 5.  
Other Insurance, item c.** is replaced by the  
following:

- c.** Regardless of the provisions of paragraph **a.**  
above, this coverage form's Liability

Coverage is primary for any liability  
assumed under an "insured contract" We  
will not seek contribution from any other  
insurance if the "insured contract" requires  
liability to be written on a primary basis  
without contribution.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GEORGIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph A.1. of the Cancellation Common Policy Condition is replaced by the following:**

**1.** The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

- a.** If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
- b.** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1)** 10 days from the date of mailing or delivering our notice; or
- (2)** The effective date of cancellation stated in the first Named Insured's notice to us.

**B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:**

### **5. Premium Refund**

- a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** If we cancel, the refund will be pro rata, except as provided in **c.** below.
- c.** If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d.** If the first Named Insured cancels, the refund may be less than pro rata.
- e.** The cancellation will be effective even if we have not made or offered a refund.

**C.** The following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph **D.** or **E.** below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

**D.** The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary except as applicable as described in Paragraph **E.**:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.

2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:

- a. Nonpayment of premium, whether payable to us or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

**E.** With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO POLICY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **CONTENTS:**

- A. ADDITIONAL INSURED - AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE - TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
- P. TOWING
- Q. AUTO LOAN/LEASE GAP COVERAGE
- R. PERSONAL EFFECTS COVERAGE
- S. LOCKSMITH SERVICES
- T. TAPES, RECORDS AND DISCS COVERAGE
- U. HIRED AUTO PHYSICAL DAMAGE
- V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS - WORLDWIDE COVERAGE
- W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

#### **A. ADDITIONAL INSURED - AUTOMATIC STATUS**

Item 1.c. of SECTION II - LIABILITY COVERAGE is deleted and replaced with the following:

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

#### **B. BROADENED INSURED**

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

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.
- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.



This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

**C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION**

The following paragraph is added to the end of Paragraph A. 2., SECTION IV - BUSINESS AUTO CONDITIONS: Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss". If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

**D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following paragraph is added to Paragraph B. of SECTION IV - BUSINESS AUTO CONDITIONS: Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**E. RESULTANT MENTAL ANGUISH**

The definition of "bodily injury" in SECTION V- DEFINITIONS is replaced by the following "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

**G. EMPLOYEES AS INSURED**

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision: 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.

**H. EMPLOYEES HIRED AUTOS**

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision: Any "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.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is 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 in that individual "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".

**I. INCREASED BAIL BONDS AND LOSS OF EARNINGS**

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

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

**J. INCREASED TRANSPORTATION EXPENSE - TOTAL THEFT OF A COVERED AUTO**

SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

**K. INCREASED LOSS OF USE EXPENSES**

SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

**L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE**

The following is added to Exclusion B.3.a. of SECTION III - PHYSICAL DAMAGE COVERAGE:  
However, this exclusion does not apply to the accidental discharge of an airbag.

**M. GLASS REPAIR DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III - PHYSICAL DAMAGE COVERAGE:  
No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**N. COLLISION DEDUCTIBLE WAIVER**

The following is added to paragraph D. of SECTION III - PHYSICAL DAMAGE COVERAGE:  
When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

**O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT**

The Electronic Equipment Coverage endorsement SA 1013 attached to this policy is amended as follows:  
The \$1,000 limit for electronic equipment installed in locations not used by the manufacturer for installation of such equipment has been increased to \$2,500.

**P. TOWING**

SECTION III - PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

**2. Towing**

We will pay up to \$75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

**Q. AUTO LOAN/LEASE GAP COVERAGE**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

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

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the scheduled "auto";
3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV - BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

**R. PERSONAL EFFECTS COVERAGE**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

**c. Personal Effects**

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

**S. LOCKSMITH SERVICES**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

**d. Locksmith Services**

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

**T. TAPES, RECORDS AND DISCS COVERAGE**

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

**e. Tapes, Records And Discs Coverage**

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

**U. HIRED AUTO PHYSICAL DAMAGE**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a \$1,000 deductible will apply to the "loss".

**V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS - WORLDWIDE COVERAGE**

Paragraph B. 7.e.(1) of Section IV - BUSINESS AUTO CONDITIONS - Policy Period, Coverage Territory is replaced by the following:

A covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Section IV - BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

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

**EXHIBIT H**

**PAYMENT & PERFORMANCE BONDS**

**N/A**


Certificate Of Completion

Envelope Id: D4B15514-9AA2-424A-A69F-DA918BE0000A		Status: Completed
Subject: 25ITB1406667C-JNJ (B) Maintenance & Testing of Fire Intrusion Alarm Systems		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 83	Signatures: 4	Envelope Originator:
Certificate Pages: 6	Initials: 0	Jakeiah Johnson
AutoNav: Enabled		141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		jakeiah.johnson@fultoncountyga.gov
		IP Address: 74.174.59.4

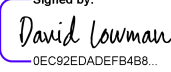
Record Tracking

Status: Original	Holder: Jakeiah Johnson	Location: DocuSign
11/18/2025 10:46:48 AM	jakeiah.johnson@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Joseph Davis Joseph.Davis@fultoncountyga.gov Director Security Level: Email, Account Authentication (None)	<div>Signed by:  B20354A88008422...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 2600:1702:7490:78e0:2411:edf3:64c:dc31 Signed using mobile</div>	Sent: 11/18/2025 10:56:30 AM Viewed: 11/18/2025 10:57:34 AM Signed: 11/18/2025 10:57:52 AM

Electronic Record and Signature Disclosure:  
Accepted: 11/18/2025 10:57:34 AM  
ID: 4d7318fb-2cc6-411e-8ad0-83d21f813ca7


David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div>Signed by:  0EC92EDADEFB4B8...</div> <div>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4</div>	Sent: 11/18/2025 10:57:54 AM Viewed: 11/18/2025 10:59:17 AM Signed: 11/18/2025 11:05:17 AM
---	--	--

Electronic Record and Signature Disclosure:  
Accepted: 11/18/2025 10:59:17 AM  
ID: f657bcd6-b2d3-44e2-91e6-cbce3f991f06

Nikki Peterson Nikki.Peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<div>Completed</div> <div>Using IP Address: 74.174.59.10</div>	Sent: 11/18/2025 11:05:20 AM Viewed: 11/24/2025 3:08:30 PM Signed: 11/24/2025 3:08:55 PM
---	--	--

Electronic Record and Signature Disclosure:  
Accepted: 11/27/2017 1:39:37 PM  
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8



Signer Events	Signature	Timestamp
Robert L. Pitts Michael.OConnor@fultoncountyga.gov Fulton County Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 11/24/2025 3:08:58 PM Viewed: 11/24/2025 3:14:58 PM Signed: 11/24/2025 3:15:04 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tonya Grier Tonya.Grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 186.189.57.162 Signed using mobile	Sent: 11/24/2025 3:15:06 PM Viewed: 11/24/2025 7:14:52 PM Signed: 11/24/2025 7:15:18 PM
--	--	---

**Electronic Record and Signature Disclosure:**  
Accepted: 10/27/2025 11:21:47 AM  
ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Dian DeVaughn Dian.DeVaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 11/24/2025 7:15:20 PM Viewed: 12/1/2025 10:52:30 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Khandi Flowers khandi.flowers@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 11/24/2025 7:15:21 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Mark Hawks mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 11/24/2025 7:15:22 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/18/2025 10:56:30 AM
Certified Delivered	Security Checked	11/24/2025 7:14:52 PM
Signing Complete	Security Checked	11/24/2025 7:15:18 PM
Completed	Security Checked	11/24/2025 7:15:22 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.