



Hall County Government
FINANCIAL SERVICES

Contract for Guardrail Installation & Maintenance Services

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

State of Georgia
County of Hall

Contract No. IFB #004-44

This agreement, made and entered made and entered into this 23rd day of May, 2023 by and between Hall County, Georgia, Board of Commissioners, principally located at 2875 Browns Bridge Road, Gainesville, GA 30504, (hereinafter "County") and Bagwell Fence Company, Inc. located at 3099 S Pine St., Spartanburg, SC 29302 (hereinafter "Contractor" or "Vendor"), individually "Party" and collectively "Parties").

Whereas, for good and valuable consideration, Vendor agrees to provide the products as specified, with no substitutions without written consent by County, (or Contractor agrees to provide the services as specified in the Scope of Work), in accordance with IFB # 004-44, its provisions, insurance requirements, Terms and Conditions, its Exhibits, the bidder's response, and according to the agreed delivery thereof, which are all incorporated herein by reference, and;

Whereas, County agrees to the compensation, price or cost as listed herein or on the attached Exhibit C: Mandatory Cost Worksheet, with itemized invoices, for said products and services, upon satisfactory deliver of products or substantial completion of services. Furthermore, the parties agree to the terms of Net Thirty Days (Net 30), paid in arrears, upon receipt on accurate and correct invoice, emailed to accountspayable@hallcounty.org, and as provided on any subsequent Notice to Proceed and/or Purchase Order issued, and;

Whereas, the contract term shall begin on July 1, 2023 and terminate on June 30, 2024, with two (2) one-year renewal options, if executed by both parties, and;

Whereas, if any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this agreement be declared invalid or unconstitutional by any court of competent jurisdiction of Hall County, State of Georgia, or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid, or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared that the intent of the parties to this

agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

IN WITNESS WHEREOF said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

Bagwell Fence Company, Inc.

HALL COUNTY, GEORGIA

By: WILLIAM S. BAGWELL

By: _____

Title: VICE PRESIDENT

Richard Higgins, Chairman
Board of Commissioners

Signature: William S. Bagwell, V.P.

Print Name: WILLIAM S. BAGWELL

Sworn to and subscribed before me this

Sworn to and subscribed before me this

24th Day of May, 2023

_____ Day of _____, 2023

Notary Public: Kandace Gibbs

Notary Public: _____

Notary commission expires: 08/13/2028

Notary commission expires: _____

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