



Hall County Government  
FINANCIAL SERVICES

**CONTRACT EXECUTION SIGNATURE REQUEST**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wes Geddings

Date: 06/21/2023

To: Richard Higgins, Commission Chairman

From: Debra Howington, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 44-005

Bid/Contract Name: On-Call Right-of-Way Services

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: (1) BM&K, PC, Braselton, GA, (2) Johnson, Mirmiran & Thompson, Inc., Kennesaw, GA, (3) Atlas Technical Consultants, LLC, Duluth, GA, (4) T.H.C., Inc., Duluth, GA, (5) Croy Engineering, LLC, Marietta, GA.

Date of BOC Approval: 07/27/2023

Contract Description: Right-of-way services for various road projects within the County

Annual Contract       New       Renewal

Prior Year's Spend: \$ 314,918.73 YTD – (1) Atlas Technical Consultants, LLC - \$829.06, (2) Croy Engineering, LLC - \$314,089.67

Price Increase Requested      Increase Percentage: 0%

Project/Service Contract      Awarded Amount: OPEN

Product Contract      Awarded Amount: \$0

Comments: This is a new bid. This will be year one (1) with four (4) annual renewals. Public Works and Utilities asked that all five (5) vendors be awarded this bid and placed in the bid pool.

**CONTRACT EXECUTION SIGNATURE REQUEST  
PRICE INCREASE DETAILS**

Bid/Contract No: 44-005

Bid/Contract Name: On-Call Right-of-Way Services – New Contract.



Hall County Government  
FINANCIAL SERVICES

May 31, 2023

Croy Engineering, LLC  
200 Cobb Parkway, North  
Building 400, Suite 413  
Marietta, GA 30062  
Attn: Gregory D. Teague, PE, CEO

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

## Notice of Intent to Award

RFQ/P #44-005 – ON-CALL RIGHT-OF-WAY SERVICES

Dear Greg,

I am pleased to inform you that Hall County, Georgia, intends to award Croy Engineering, Inc. a contract for On-Call Right-of-Way Services. Your company will be one (1) of five (5) companies that will be in our vendor pool for this bid.

If possible, you are requested to sign, notarize and return to me the attached Contract document no later than noon Friday, June 2, 2023. Electronic receipts are acceptable.

Once approved, the County will then execute the contract and return a signed copy to you with a Notice of Award to follow.

Sincerely,

Debra Howington  
Buyer  
Hall County, Georgia

Cc: Contract

**ON-CALL RIGHT-OF-WAY SERVICES**

This agreement, made and entered into this date \_\_\_\_\_, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Croy Engineering, Inc., 200 Cobb Parkway, North, Building 400, Suite 413, Marietta, GA 30062 (Hereafter referred to as "Contractor").

**Witnessed:**

Whereas, the County intends to contract to provide for **ON-CALL RIGHT-OF-WAY SERVICES**, per all the requirements, terms and provisions in RFQ/P #: 44-005, herein referred to as the "Contract" and has entered into an agreement for the necessary services provided by the contract and whereas, the Contractor desires to perform the services for the contract costs as detailed in the bidder's response.

Hall County's RFQ/P #: 44-005 issued on April 24, 2023, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4<sup>th</sup> Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction 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 to be 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:

**CROY ENGINEERING, INC.**

By: [Signature]

Title: COO

Print Name: Eddie Wade

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_

Richard Higgins,  
Commission Chairman

Attestment: \_\_\_\_\_  
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this

1 Day of June, 2023

Notary Public: [Signature]

Notary commission expires: 7.15.2024



Sworn to and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2023

Notary Public: \_\_\_\_\_

Notary commission expires: \_\_\_\_\_

[Signature]  
**APPROVED AS TO FORM**  
**William J. Linkous, III**  
**Deputy County Attorney**





Hall County Government  
FINANCIAL SERVICES

May 31, 2023

THC, Inc.  
3300 Breckinridge Blvd., Suite 200  
Duluth, GA 30096  
Attn: Joe A. Carroll, President

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

## Notice of Intent to Award

RFQ/P #44-005 – ON-CALL RIGHT-OF-WAY SERVICES

Dear Joe,

I am pleased to inform you that Hall County, Georgia, intends to award THC, Inc. a contract for On-Call Right-of-Way Services. Your company will be one (1) of five (5) companies that will be in our vendor pool for this bid.

If possible, you are requested to sign, notarize and return to me the attached Contract document no later than noon Friday, June 2, 2023. Electronic receipts are acceptable.

Once approved, the County will then execute the contract and return a signed copy to you with a Notice of Award to follow.

Sincerely,

Debra Howington  
Buyer  
Hall County, Georgia

Cc: Contract

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT RFQ/P #: 44-005

ON-CALL RIGHT-OF-WAY SERVICES

This agreement, made and entered into this date May 31, 2023, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and THC, Inc., 3300 Breckinridge Blvd., Suite 200, Duluth, GA 30096 (Hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide for ON-CALL RIGHT-OF-WAY SERVICES, per all the requirements, terms and provisions in RFQ/P #: 44-005, herein referred to as the "Contract" and has entered into an agreement for the necessary services provided by the contract and whereas, the Contractor desires to perform the services for the contract costs as detailed in the bidder's response.

Hall County's RFQ/P #: 44-005 issued on April 24, 2023, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4<sup>th</sup> Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction 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 to be 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:

THC, Inc.

By: Joe A. Carroll  
Title: President  
Print Name: Joe A. Carroll

HALL COUNTY, GEORGIA

By: \_\_\_\_\_  
Richard Higgins,  
Commission Chairman  
Attestment: \_\_\_\_\_  
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this

31<sup>st</sup> Day of May, 2023

Notary Public: Keri L Miller

Notary commission expires: 4/5/25

Sworn to and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2023

Notary Public: \_\_\_\_\_

Notary commission expires: \_\_\_\_\_



William J. Linkous III  
**APPROVED AS TO FORM**  
**William J. Linkous, III**  
**Deputy County Attorney**



Hall County Government  
FINANCIAL SERVICES

May 31, 2023

Atlas Technical Consultants, LLC  
2450 Commerce Avenue  
Suite 100  
Duluth, GA 300963  
Attn: Todd I. Long, PE, PTOE, Atlanta Hub Leader

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

## Notice of Intent to Award

RFQ/P #44-005 – ON-CALL RIGHT-OF-WAY SERVICES

Dear Todd,

I am pleased to inform you that Hall County, Georgia, intends to award Atlas Technical Consultants, LLC a contract for On-Call Right-of-Way Services. Your company will be one (1) of five (5) companies that will be in our vendor pool for this bid.

If possible, you are requested to sign, notarize and return to me the attached Contract document no later than noon Friday, June 2, 2023. Electronic receipts are acceptable.

Once approved, the County will then execute the contract and return a signed copy to you with a Notice of Award to follow.

Sincerely,

Debra Howington  
Buyer  
Hall County, Georgia

Cc: Contract



**ON-CALL RIGHT-OF-WAY SERVICES**

This agreement, made and entered into this date \_\_\_\_\_, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Atlas Technical Consultants, LLC, 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (Hereafter referred to as "Contractor").

**Witnessed:**

Whereas, the County intends to contract to provide for **ON-CALL RIGHT-OF-WAY SERVICES**, per all the requirements, terms and provisions in RFQ/P #: 44-005, herein referred to as the "Contract" and has entered into an agreement for the necessary services provided by the contract and whereas, the Contractor desires to perform the services for the contract costs as detailed in the bidder's response.

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

**ATLAS TECHNICAL CONSULTANTS, LLC**

By: *Todd Long*  
Title: Atlanta Hub Leader  
Print Name: Todd Long, PE, PTOE

**HALL COUNTY, GEORGIA**

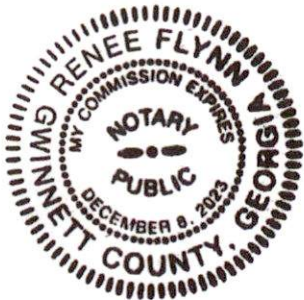
By: \_\_\_\_\_  
Richard Higgins,  
Commission Chairman  
Attestment: \_\_\_\_\_  
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this

1 Day of June, 2023  
Notary Public: *Renee Flynn*  
Notary commission expires: 12/8/23

Sworn to and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2023  
Notary Public: \_\_\_\_\_  
Notary commission expires: \_\_\_\_\_



*William J. Linkous III*  
**APPROVED AS TO FORM**  
**William J. Linkous, III**  
**Deputy County Attorney**





Hall County Government  
FINANCIAL SERVICES

May 31, 2023

Johnson, Mirmiran & Thompson, Inc.  
300 Chastain Center Blvd.  
Kennesaw, GA 30144  
Attn: Wrenn Barrett, Vice President

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

## Notice of Intent to Award

RFQ/P #44-005 – ON-CALL RIGHT-OF-WAY SERVICES

Dear Wrenn,

I am pleased to inform you that Hall County, Georgia, intends to award Johnson, Mirmiran & Thompson, Inc. a contract for On-Call Right-of-Way Services. Your company will be one (1) of five (5) companies that will be in our vendor pool for this bid.

If possible, you are requested to sign, notarize and return to me the attached Contract document no later than noon Friday, June 2, 2023. Electronic receipts are acceptable.

Once approved, the County will then execute the contract and return a signed copy to you with a Notice of Award to follow.

Sincerely,

Debra Howington  
Buyer  
Hall County, Georgia

Cc: Contract

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT RFQ/P #: 44-005

**ON-CALL RIGHT-OF-WAY SERVICES**

This agreement, made and entered into this date \_\_\_\_\_, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Johnson, Mirmiran & Thompson, Inc., 300 Chastain Center Blvd., Kennesaw, GA 30144 (Hereafter referred to as "Contractor").

**Witnessed:**

Whereas, the County intends to contract to provide for **ON-CALL RIGHT-OF-WAY SERVICES**, per all the requirements, terms and provisions in RFQ/P #: 44-005, herein referred to as the "Contract" and has entered into an agreement for the necessary services provided by the contract and whereas, the Contractor desires to perform the services for the contract costs as detailed in the bidder's response.

Hall County's RFQ/P #: 44-005 issued on April 24, 2023, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4<sup>th</sup> Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction 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 to be 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:

**JOHNSON, MIRMIRAN & THOMPSON, INC.**

**HALL COUNTY, GEORGIA**

By: E. Wrenn Barrett

By: \_\_\_\_\_

Title: Vice President

Richard Higgins,  
Commission Chairman

Print Name: E. Wrenn Barrett

Attestment: \_\_\_\_\_  
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this

Sworn to and subscribed before me this

1<sup>st</sup> Day of June, 2023


\_\_\_\_\_ Day of \_\_\_\_\_, 2023

Notary Public: Constance Williams

Notary Public: \_\_\_\_\_

Notary commission expires: October 13, 2027

Notary commission expires: \_\_\_\_\_

  
**APPROVED AS TO FORM**  
**William J. Linkous, III**  
**Deputy County Attorney**



Hall County Government  
FINANCIAL SERVICES

May 31, 2023

BM&K, PC  
6700 Hwy. 53  
Braselton, GA 30517  
Attn: Mickie McJunkin, Vice President

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

## Notice of Intent to Award

RFQ/P #44-005 – ON-CALL RIGHT-OF-WAY SERVICES

Dear Mickie,

I am pleased to inform you that Hall County, Georgia, intends to award BM&K, PC a contract for On-Call Right-of-Way Services. Your company will be one (1) of five (5) companies that will be in our vendor pool for this bid.

If possible, you are requested to sign, notarize and return to me the attached Contract document no later than noon Friday, June 2, 2023. Electronic receipts are acceptable.

Once approved, the County will then execute the contract and return a signed copy to you with a Notice of Award to follow.

Sincerely,

Debra Howington  
Buyer  
Hall County, Georgia

Cc: Contract



ON-CALL RIGHT-OF-WAY SERVICES

This agreement, made and entered into this date 6-21-23, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and BM&K, PC, 6700 Hwy. 53, Braselton, GA 30517 (Hereafter referred to as "Contractor").

**Witnessed:**

Whereas, the County intends to contract to provide for **ON-CALL RIGHT-OF-WAY SERVICES**, per all the requirements, terms and provisions in RFQ/P #: 44-005, herein referred to as the "Contract" and has entered into an agreement for the necessary services provided by the contract and whereas, the Contractor desires to perform the services for the contract costs as detailed in the bidder's response.

Hall County's RFQ/P #: 44-005 issued on April 24, 2023, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4<sup>th</sup> Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

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

BM&K, PC

By: Mickie M. Junkin  
Title: Vice President  
Print Name: Mickie M. Junkin

HALL COUNTY, GEORGIA

By: \_\_\_\_\_  
Richard Higgins,  
Commission Chairman

Attestment: \_\_\_\_\_  
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this

21 Day of June, 2023

Notary Public: Sharon L. Anderson

Notary commission expires: 5-23-26

Sworn to and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2023

Notary Public: \_\_\_\_\_

Notary commission expires: \_\_\_\_\_



William J. Linkous, III  
**APPROVED AS TO FORM**  
**William J. Linkous, III**  
**Deputy County Attorney**